



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

December 5, 2023 at 7:00 PM

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

In-Person/Remote Meeting

This meeting of Haverhill City Council will be held in-person at the location provided on this notice as its official meeting location pursuant to the Open Meeting Law. As the meeting is held in person at a physical location that is open and accessible to the public, the City Council is not required to provide remote access to the meeting. Members of the public are welcome to attend this in-person meeting. Please note that a live stream of the meeting is being provided only as a courtesy to the public, and the meeting will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. Thank you.

1. OPENING PRAYER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES OF PRIOR MEETING

4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

5. COMMUNICATIONS FROM THE MAYOR:

5.1. Mayor Fiorentini requests to honor and thank the *Haverhill Garden Club* and *Haverhill's Brightside* for their tremendous and valuable contributions to making Haverhill better and beautiful

5.2. Mayor Fiorentini requests to honor and thank *Pentucket Players* with the Mayor's Creative Economy Award for their tremendous and valuable contributions by fostering creativity and artistic talents in Haverhill

5.3. Mayor Fiorentini submits Agreement to Terminate Certain Parking License Agreements ("City-MSO Agreement")
Related communication from City Solicitor William Cox Jr

5.3.1. Order – authorize Mayor to execute Termination of Parking License Agreements with Merrimack st Ventures, LLC; Additional Agreements for Parking Mitigation on the Merrimack st Area



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5.4. Mayor Fiorentini submits Order of Taking of Land on Brandy Brow rd
for Water Supply Purposes

*Related communication from City Solicitor William Cox Jr and Robert
Ward, DPW Director*

5.4.1. Order of Taking – Brandy Brow Road – The Fermata Limited
Partnership

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

7. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28

8. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:

8.1. Abatement report submitted by Christine Webb, City Assessor for
month of November 2023

8.2. City Clerk. Kaitlin M. Wright submits request to change the polling
location for Ward 1, Precinct 1; currently being housed at Consentino
Middle School

8.2.1. Order – Ward 1 Precinct 1 will now be moved to *Somebody
Cares* at 358 Washington st

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

9.1. Petition from Mass Electric Company d/b/a National Grid & Verizon
New England requesting joint pole locations at intersection of Walnut
st and Locust st

Hearing Dec 19, 2023

10. HEARINGS AND RELATED ORDERS:

11. APPOINTMENTS:

11.1. **Confirming Appointments:**

11.2. **Non-Confirming:**

11.2.1. *City Clerk – Reappointment; Kaitlin M. Wright,
17 Belvidere rd Expires December 31, 2024*



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11.3. Resignations:

11.3.1. *Harbor Commission – Sam Amari, Jr
Effective December 1, 2023*

11.3.2. *Cultural Council - Neil Flewelling, 10 Tanglewood Park
dr*

11.4. PETITIONS:

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

11.6. Amusement/Event Application - *with Police approval*

11.7. Auctioneer License:

11.8. Tag Days: *with Police approval*

11.9. One Day Liquor License – *with License Commission & Police
approval*

11.10. Annual License Renewals:

11.10.1. **Hawker Peddlers License- Fixed location –** *with Police
approval*

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

11.10.2.1. *American Legion Post 4, 1314 Main st ,2 Coin-ops*

11.10.2.2. *GLS Associates, 7 Parkridge rd, 8 Coin-ops*

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

11.10.4. **Taxi Driver Licenses for 2023:** *with Police approval*

11.10.5. **Taxi/Limousine License** *with Police approval:*

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

11.10.7. **Sunday Pool**

11.10.8. **Bowling**

11.10.9. **Sunday Bowling**

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

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

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

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

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



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- 11.10.15. **Roller Skating Rink**
- 11.10.16. **Sunday Skating**
- 11.10.17. **Exterior Vending Machines/Redbox Automated Retail, LLC**
- 11.10.18. **Limousine/Livery License/Chair Cars *with Police approval***

12.MOTIONS AND ORDERS:

- 12.1. Order – authorize Mayor to take such actions as are necessary to accept a gift of \$3,000.00 from Covanta for the purposes of decorating the Central Business District for the Christmas holiday
- 12.2. Order – Transfer \$50,000 from Salaries & Wages – Wastewater to Sewer Assessment & Inspection *Related communication from Robert Ward, DPW Director*
- 12.3. Order – Transfer \$150,000 from Health Insurance to Water Supply Expenditures in the amount of \$75,000.00 and Legal Fees & Consultant in the amount of \$75,000.00 to pay for ongoing engineering and permitting work related to the Merrimack River water supply project *Related communication from Robert Ward, DPW Director*
- 12.4. Order – pay bills of previous years and authorize payment from current year departmental appropriations as listed:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Weston & Sampson Engineers	3,200.00	Engineering
Boston Systems & Solutions, LLC	415.00	Highway Dept
MGT Consulting	4,053.75	Legal Dept
Total: \$7,668.75		

13.ORDINANCES (FILE 10 DAYS)

14.COMMUNICATIONS FROM COUNCILLORS:



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15. UNFINISHED BUSINESS OF PRECEDING MEETING:

16.RESOLUTIONS AND PROCLAMATIONS:

17.COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

18.DOCUMENTS REFERRED TO COMMITTEE STUDY

19.LONG TERM MATTERS STUDY LIST

20.ADJOURN :

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

5.2
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CITYOFHAVERHILL.COM

November 10, 2023


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

**RE: Honoring Haverhill Garden Club and Haverhill's Brightside with Mayor's
Beatification Award**

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

At the December 5th City Council meeting, I would like to honor and thank the Haverhill Garden Club and Haverhill's Brightside for their tremendous and valuable contributions to making Haverhill better and beautiful.

Very truly yours,


James J. Fiorentini
Mayor

JJF/lyf

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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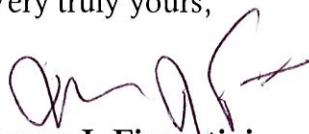
City Council President Timothy J. Jordan and Members of the Haverhill City Council

RE: Honoring Pentucket Players with the Mayor's Creative Economy Award

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

At the December 5th City Council meeting, I would like to honor and thank Pentucket Players with the Mayor's Creative Economy Award for their tremendous and valuable contributions by fostering creativity and artistic talents in Haverhill.

Very truly yours,



James J. Fiorentini
Mayor

JJF/lyf

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

5.9
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December 1, 2023

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

RE: Order to Terminate Parking License Agreements with Merrimack Street Ventures, LLC

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

Please see attached an order to terminate the two parking licensing agreements with Merrimack Ventures, LLC which allowed for parking at the Herbert H. Goecke Deck. I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

Related Communication (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**

December 1, 2023

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

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

RE: Order - Termination of Parking License Agreements with Merrimack Street Ventures, LLC; Additional Agreements for Parking Mitigation in the Merrimack Street Area

As you may be recall, when I was before the Council in early October seeking approval for the termination and transfer of certain downtown parking easements, I indicated I would be bring forward an agreement to also terminate the two (2) parking license agreements with Merrimack Street Ventures, LLC, which were entered into in 2014 for the use of 198 total parking spaces within the Herbert H. Goecke, Jr. Parking Deck for the benefit of owners, tenants and occupants of Harbor Place located at 2-54 Merrimack Street, including Pentucket Bank.

After extensive negotiations between the parties, including POUA, Pentucket Bank, GH Foundation, the Lupoli Companies and the City, the parties are seeking Council approval of four Agreements. The main agreement is the Agreement to Terminate Certain Parking License Agreements ("City-MSO Agreement"), which includes the other 3 agreements as Exhibits. The other agreements include the Termination of Parking License Agreements and Memorandum of Agreement, which will terminate the two (2) parking license agreements with Merrimack Street Ventures, LLC; the Form of Right of Entry and License Agreement, allowing the City, or Downtown District Developer in their place, to enter onto real property owned by Merrimack Street Development, LLC for the purpose of mitigating their loss of parking by creating a new temporary parking lot at 56-70 Merrimack Street for the benefit of the owners, tenants and occupants of Harbor Place located at 2-54 Merrimack Street, including Pentucket Bank; and, an Undertaking Agreement, which requires Downtown District Developer to perform certain obligations of the City contained in the City-MSO Agreement relative to parking mitigation.



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

5,3,1

ORDERED:

That the Mayor be and is hereby authorized to execute a certain Agreement to Terminate Certain Parking License Agreements ("City-MSO Agreement"), attached hereto and incorporated herein, relative to real property known as the "Herbert H. Goecke, Jr. Parking Deck", located on several parcels in the Merrimack Street area, and more particularly described as Assessors Map 103, Block 1, Lots 1, 3A, 6, and 7, for the purpose of terminating two (2) parking license agreements with Merrimack Street Ventures, LLC entered into in 2014 for the use of 198 total parking spaces within said Parking Deck for the benefit of owners, tenants and occupants of Harbor Place located at 2-54 Merrimack Street, including Pentucket Bank.

Also, that the Mayor be and is hereby authorized to execute a certain Termination of Parking License Agreements and Memorandum of Agreement, attached to said City-MSO Agreement as Exhibit B for the purpose of terminating the two (2) parking license agreements with Merrimack Street Ventures, LLC.

Also, that the Mayor be and is hereby authorized to execute a certain Form of Right of Entry and License Agreement, attached to said City-MSO Agreement as Exhibit D for the purpose of allowing the City, or Downtown District Developer in their place, to enter onto real property owned by Merrimack Street Development, LLC for the purpose of mitigating their loss of parking by creating a new temporary parking lot at 56-70 Merrimack Street for the benefit of the owners, tenants and occupants of Harbor Place located at 2-54 Merrimack Street, including Pentucket Bank.

Also, that the Mayor be and is hereby authorized to execute a certain Undertaking Agreement, attached to said City-MSO Agreement as Exhibit E for the purpose of requiring Downtown District Developer to perform certain obligations of the City contained in the City-MSO Agreement relative to parking mitigation.

AGREEMENT TO TERMINATE CERTAIN
PARKING LICENSE AGREEMENTS

This Agreement to Terminate Certain Parking License Agreements (this "Agreement") is entered into on this _____ day of _____, 2023 (the "Effective Date"), by and between the **City of Haverhill**, a Massachusetts municipal corporation located in the Commonwealth of Massachusetts having a mailing address of City Hall, 4 Summer Street, Haverhill, Massachusetts 01830 (the "City"), and **Merrimack Street Owner LLC**, a Massachusetts limited liability company (f/k/a Merrimack Street Owner, LLC) having a mailing address of 84 State Street, Suite 600, Boston, Massachusetts 02109 ("Licensee") (collectively referred to as the "Parties" and singularly as a "Party").

Recitals

WHEREAS, the City is the owner of certain real property known as the Herbert H. Goecke, Jr. Parking Deck and located on several parcels on the Merrimack Street area, Haverhill Massachusetts, as more particularly shown on **Exhibit A** attached hereto and incorporated herein by reference (the "Existing Parking Deck");

WHEREAS, the City entered into two (2) revocable Parking License Agreements in July of 2014 with Merrimack Street Ventures, LLC, which were subsequently assigned to Licensee, for the use of 198 total parking spaces on a non-exclusive basis within the Existing Parking Deck for the benefit of the owners, tenants, and occupants of the Harbor Place development located at 2-54 Merrimack Street ("Harbor Place"), including Pentucket Bank, a Massachusetts mutual bank ("Pentucket Bank");

WHEREAS, the City desires to sell several parcels in the Merrimack Street area, including the Existing Parking Deck, to a private developer for redevelopment purposes (the "Haverhill Downtown Redevelopment Project");

WHEREAS, the City has taken steps to mitigate the impact that the loss of the use of such parking spaces may have on Licensee and the owner, tenants and occupants of Harbor Place, such steps consist of requiring the selected developer for the Haverhill Downtown Redevelopment Project, **1 Haverhill Place, LLC**, a Delaware limited liability company, **Merrimack Street Property 1, LLC**, a Delaware limited liability company, **Merrimack Street Property 2, LLC**, a Delaware limited liability company and **Merrimack Street Property 3, LLC**, a Delaware limited liability company (collectively, "Downtown District Developer"), as assignees of Lupoli Companies, LLC, to construct a new parking deck with approximately 660 parking spaces ("New Parking Deck") prior to the occupancy of any of the other parcels/buildings in the Haverhill Downtown Redevelopment Project;

WHEREAS, the City is willing to undertake other mitigation efforts for the benefit of Licensee as provided for in this Agreement; and,

WHEREAS, Licensee has agreed to execute a certain TERMINATION OF PARKING LICENSE AGREEMENTS AND MEMORANDUM OF AGREEMENT, a copy of which is

attached hereto and incorporated herein by reference as **Exhibit B** (the “Termination Agreement”), contemporaneously with the execution of this Agreement.

NOW, THEREFORE, for consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee agree as follows:

1. Mitigation Efforts. The City will insure that certain temporary parking areas are expanded, created and/or retained prior to and during the demolition of the Existing Parking Deck as set forth in this Agreement and will insure the construction of the New Parking Deck prior to the occupancy of any of the other parcels/buildings in the Haverhill Downtown Redevelopment Project.

The parties acknowledge that the City anticipates the construction and expansion of parking lots as set forth in this Agreement, the demolition of the Existing Parking Deck and the construction of the New Parking Deck to be as follows:

- A. May 1, 2024 - Expand Haverhill Place Parking Lot, as shown on **Exhibit C** attached hereto and incorporated herein by reference (the “Haverhill Place Parking Lot”), from 30 spaces to approximately 82 spaces, create a new temporary parking lot at 56-70 Merrimack Street, as shown on **Exhibit C** attached hereto and incorporated herein by reference (the “56-70 Merrimack Street Parking Lot”), containing approximately 43 spaces and create a new temporary parking lot adjacent to Pentucket Bank, as shown on **Exhibit C** attached hereto and incorporated herein by reference (the “Pentucket Bank Parking Lot”), containing approximately 12 spaces;
 - B. August 1, 2024 - Demolish the Existing Parking Deck;
 - C. September 15, 2024 - Completion of new temporary Merrimack Street parking lot, as shown on **Exhibit C** attached hereto and incorporated herein by reference (the “Merrimack Street Parking Lot”), containing approximately 130 spaces;
 - D. September 15, 2024 – Begin construction of the New Parking Deck; and
 - E. December 31, 2025 - Occupancy of the New Parking Deck.
- I. Expansion of the Haverhill Place Parking Lot** – The City warrants and covenants that prior to the demolition of the Existing Parking Deck, the City will cause Downtown District Developer to expand the existing Haverhill Place Parking Lot to provide approximately 82 parking spaces. The City shall cause the Haverhill Place Parking Lot to be properly paved and spaces marked by Downtown District Developer, in its reasonable discretion and to a standard which is consistent with the current condition and development of the Haverhill Place Parking Lot as of the Effective Date (the “Haverhill Place Parking Lot Standard”). The City will cause signage to be erected by Downtown District Developer, indicating that 41 parking spaces therein (as determined by Downtown District Developer in reasonable consultation with Licensee and Pentucket Bank) are for use only by authorized employees and visitors of Pentucket Bank or Harbor

Place during regular business hours (which shall be 8:00 am through 5:00 pm, Monday through Saturday, excluding federal bank holidays). Licensee agrees and acknowledges that such parking spaces may not be available during such temporary closures as Downtown District Developer reasonably determines are necessary for public safety and welfare. The foregoing work shall be performed in good and workmanlike manner and, except as otherwise set forth herein, consistent with the Haverhill Place Parking Lot Standard. Any obligations of the City with respect to the Haverhill Place Parking Lot shall terminate once the Merrimack Street Parking Lot, as described in Paragraph 1(VIII) below, is opened and available for the parking of motor vehicles by the general public, following which opening the Haverhill Place Parking Lot may be utilized exclusively by Downtown District Developer in connection with the Haverhill Downtown Redevelopment Project. The City shall be responsible for providing Downtown District Developer with any requisite permits (and any associated costs) in connection with the work for the Haverhill Place Parking Lot. Any spaces in the Haverhill Place Parking Lot, other than those designated for use by Pentucket Bank or Harbor Place, may be used by Downtown District Developer, or its employees, agents and contractors at any time. For the avoidance of doubt, nothing contained herein shall require the City, Downtown District Developer, or any other party to maintain, repair, light or take any other action with respect to the Haverhill Place Parking Lot, except for the City's maintenance obligations set forth in Paragraph 3. The provisions of this paragraph are subject to Paragraph 16 below.

- II. 56-70 Merrimack Street Parking Lot** – The City warrants and covenants that prior to the demolition of the Existing Parking Deck, the City will cause Downtown District Developer to pave and mark spaces, except as otherwise provided in this Agreement, consistent with the Haverhill Place Parking Lot Standard, necessary to create the 56 – 70 Merrimack Street Parking Lot, to provide approximately 43 parking spaces for the exclusive use of Licensee and its designees. The City will cause signage to be erected by Downtown District Developer indicating that parking therein is for use only by authorized employees and visitors of Pentucket Bank or condominium owners, tenants, occupants or visitors of Harbor Place. The foregoing work shall be performed in good and workmanlike manner and, except as otherwise set forth herein, consistent with the Haverhill Place Parking Lot Standard. After the completion of the 56-70 Merrimack Street Parking Lot, if the City Engineer determines that said lot does not have adequate lighting, then the City will take reasonable actions to provide adequate lighting for it. The City shall be responsible for providing Downtown District Developer with any requisite permits (and any associated costs) in connection with the work for the 56-70 Merrimack Street Parking Lot. Licensee acknowledges and agrees that the City's and Downtown District Developer's sole obligation with respect to the 56-70 Merrimack Street Parking Lot consists of the foregoing paving, marking, erection of signage, and possible lighting. And that neither the City nor Downtown District Developer shall have any obligation to maintain, repair, or take any other action with respect to the 56-70 Merrimack Street Parking Lot, except for the City's maintenance obligations set forth in Paragraph 3. Licensee agrees and acknowledges that the foregoing obligations are subject to Merrimack Street Development LLC, the owner of the site of the 56-70 Merrimack Street Parking Lot, entering into an access agreement with the City, which shall allow the City

and Downtown District Developer to access the site and perform the paving, marking, signage and possible lighting activities, and which access agreement shall be substantially in the form attached hereto as **Exhibit D**. The provisions of this paragraph are subject to Paragraph 16 below.

III. Pentucket Bank Parking Lot- The following provisions of this Paragraph 1(III) will only apply if Pentucket Bank requests, on or after August 1, 2024, that they be performed, and if, as of the date of the request, the Merrimack Street Parking Lot, as described in Paragraph 1(VIII) below, is not opened. In addition, any obligations of the City set forth in this Paragraph 1(III) with respect to the Pentucket Bank Parking Lot shall terminate once the Merrimack Street Parking Lot is opened. The City warrants and covenants that prior to the demolition of the Existing Parking Deck, the City will cause Downtown District Developer to pave and mark spaces, except as otherwise provided in this Agreement, consistent with the Haverhill Place Parking Lot Standard, necessary to create the Pentucket Bank Parking Lot, to provide approximately 12 parking spaces for the exclusive use of Pentucket Bank in connection with its Merrimack Street location. The City will cause signage to be erected by Downtown District Developer indicating that parking therein is for use only by authorized employees and visitors of Pentucket Bank. Licensee agrees and acknowledges that such parking spaces may not be available during such temporary closures as Downtown District Developer reasonably determines are necessary for public safety and welfare. The City shall cause Downtown District Developer to endeavor to give Pentucket Bank at least 72 hours prior notice of any such closures, except in cases of emergency. The foregoing work shall be performed in good and workmanlike manner and, except as otherwise set forth herein, shall be consistent with the Haverhill Place Parking Lot Standard. The City shall be responsible for providing Downtown District Developer with any requisite permits (and any associated costs) in connection with the work for the Pentucket Bank Parking Lot. Licensee acknowledges and agrees that the City's and Downtown District Developer's sole obligation with respect to the Pentucket Bank Parking Lot consists of the foregoing paving, marking, and erection of signage, and that neither the City nor Downtown District Developer shall have any obligation to maintain, repair, light, or take any other action with respect to the Pentucket Bank Parking Lot, except for the City's maintenance obligations set forth in Paragraph 3. Licensee agrees and acknowledges that the foregoing obligations are subject to the owner of the site of the Pentucket Bank Parking Lot entering into an access agreement with the City, which shall allow the City and Downtown District Developer to access the site and perform the paving, marking and signage activities, and which access agreement shall be substantially in the form attached hereto as Exhibit D. The provisions of this paragraph are subject to Paragraph 16 below.

IV. How Street Parking Lot - The City warrants and covenants that during the period from the demolition of the Existing Parking Deck to the construction of the New Parking Deck, the City will insure that existing 46 space How Street Parking Lot on How Street, as shown on **Exhibit C** attached hereto and incorporated herein by reference (the "How Street Parking Lot") will be retained by the City and undisturbed by the demolition of the Existing Parking Deck. During such period, the City shall continue to provide public parking in the How Street Parking Lot at no cost. Downtown District Developer shall

have no obligation to maintain, repair, light, or take any other action with respect to the How Street Parking Lot or any improvements thereon. The City or Downtown District Developer may impose time restrictions on certain spaces in the How Street Parking Lot in its sole discretion. This paragraph is subject to Paragraph 16 below.

V. Bailey Boulevard On-Street Parking – The City represents, warrants and covenants that (i) there are 120 existing on-street parking spaces on the portion of Bailey Boulevard shown on **Exhibit C** attached hereto and incorporated herein by reference, (ii) that parking counts which monitored the utilization of the 120 parking spaces determined that the peak usage was 63 parking spaces, leaving a surplus in the existing parking supply of 57 parking spaces, (iii) that the City shall re-stripe the south side of Bailey Boulevard to increase the number of parking spaces in such portion of Bailey Boulevard to 147, and (iv) that all of these 147 spaces shall be retained by the City to provide public parking at no cost throughout the period from the demolition of the Existing Parking Deck to the construction of the New Parking Deck. This paragraph is subject to Paragraph 16 below.

VI. Park Way On-Street Parking – The City represents, warrants and covenants that (i) there are 19 existing on-street parking spaces on Park Way, in the location shown on **Exhibit C** attached hereto and incorporated herein by reference, and (ii) that all of these 19 spaces shall be retained by the City to provide public parking at no cost throughout the period from the demolition of the Existing Parking Deck to the construction of the New Parking Deck. Licensee agrees and acknowledges that this area may be closed briefly during demolition of portions of the Existing Parking Deck, as necessary, as determined by the City or Downtown District Developer, to promote public safety and welfare. This paragraph is subject to Paragraph 16 below.

VII. Merrimack Street On-Street Parking – The City represents, warrants and covenants that (i) there are 38 existing on-street parking spaces on Merrimack Street, in the location shown on **Exhibit C** attached hereto and incorporated herein by reference., and (ii) all of these 38 spaces shall be retained by the City to provide public parking at no cost throughout the period from the demolition of the Existing Parking Deck to the construction of the New Parking Deck. This area may be closed briefly during demolition of portions of the Existing Parking Deck, as necessary, as determined by the City or Downtown District Developer, to promote public safety and welfare. This paragraph is subject to Paragraph 16 below.

VIII. Merrimack Street Parking Lot - The City warrants and covenants that after completing the demolition of the Existing Parking Deck, the City will be responsible for insuring that Downtown District Developer commences construction of the new temporary Merrimack Street Parking Lot, which shall contain approximately 130 parking spaces (of which parking spaces, 8 shall be handicap accessible and front along Merrimack Street) consistent with the Haverhill Place Parking Lot Standard. After the completion of the Merrimack Street Parking Lot, if the City Engineer determines that said lot does not have adequate lighting, then the City will take reasonable actions to provide adequate lighting for it. The City warrants and covenants that (i) until the completion of the New Parking Deck, the Merrimack Street Parking Lot will either replace or expand

the existing parking lot located in front of the Existing Parking Deck, and (ii) until the completion of the New Parking Deck, the Merrimack Street Parking Lot shall continue to provide public parking at no cost. Licensee agrees and acknowledges that Downtown District Developer may impose time restrictions on certain spaces as necessary, in its sole discretion. Licensee agrees and acknowledges that such parking spaces may not be available during such temporary closures as Downtown District Developer reasonably determines are necessary for public safety and welfare. This paragraph is subject to Paragraph 16 below.

2. Agreements with Developer. The City shall be responsible for securing any and all agreements with Downtown District Developer to implement and carry on the mitigation efforts detailed above that involve Downtown District Developer. The City and Licensee agree and acknowledge that: (a) Downtown District Developer is not a party to this Agreement, but it is the intention of the City and Licensee that Downtown District Developer be a third party beneficiary of this Agreement for the purposes of enforcing any and all provisions hereof, (b) Downtown District Developer shall have no liability to Licensee hereunder for any reason, including without limitation for any default by City under this Agreement and (c) any liability Downtown District Developer has to the City for any failure of Downtown District Developer to perform any actions described in this Agreement shall be pursuant to other agreements between the City and Downtown District Developer, including without limitation that certain Undertaking Agreement between City and Downtown District Developer of even date herewith. The Parties acknowledge and agree that there shall be no expenses or costs required of Licensee, Merrimack Street Development LLC, or Pentucket Bank to implement and complete the mitigation efforts set forth in Paragraph 1 and the maintenance and warranty obligations set forth in Paragraph 3. All costs and expenses associated with the work required pursuant to Paragraph (1)(I) – (VIII) above shall be borne solely by the City.

3. Maintenance and Warranty. The City agrees to maintain all of the above-referenced parking areas in a safe and passable condition, including maintaining any lighting located thereon and removing snow and ice therefrom, in the same manner and with the same frequency with which the City maintains other City-owned and operated public parking areas. If the above-referenced parking areas are damaged or destroyed, the City shall use reasonable efforts to provide Licensee with substitute parking spaces located in a reasonably comparable location to the spaces in the above-referenced parking areas that are no longer available on substantially the same terms and conditions as set forth in this Agreement. The City warrants to Licensee, Merrimack Street Development LLC and Pentucket Bank that (i) materials and equipment furnished to perform the work set forth in Paragraph 1 concerning 56-70 Merrimack Street Parking Lot and the Pentucket Bank Parking Lot (the "Work") will be of good quality and new, and (ii) the Work will conform to the requirements of this Agreement.

4. Indemnification. Licensee shall indemnify, defend and hold the City harmless from and against any and all claims, actions, proceedings, expenses, loss, demands, damages, costs, including reasonable attorney's fees, and/or liabilities, including, without limitation, for any injury or death of person or harm, loss or injury to property caused by, arising from or relating to Licensee's exercise of its rights under the terms of this Agreement, the negligent or intentional act or omission of Licensee or any of Licensee's owners, officers, affiliates,

employees, contractors, subcontractors, agents, subtenants, invitees or licensees, or Licensee's failure to comply with the terms of this Agreement, except to the extent caused directly by the negligence of the City or the City's agents, employees, and/or contractors.

To the fullest extent permitted by law, the City shall indemnify, defend and hold the Licensee harmless from and against any and all claims, actions, proceedings, expenses, loss, demands, damages, costs, including reasonable attorney's fees, and/or liabilities, including, without limitation, for any injury or death of person or harm, loss or injury to property caused by, arising from or relating to the City's performance of its obligations or the exercise of its rights under the terms of this Agreement, the negligent or intentional act or omission of the City or the City's agents, employees, and/or contractors, or the City's failure to comply with the terms of this Agreement, except to the extent caused directly by the negligence of the Licensee or the Licensee's agents and employees.

The provisions of this Paragraph 4 shall survive the termination of this Agreement.

5. Remedies and Enforcement. In the event of a breach or threatened breach by a Party of the provisions hereof, the other Party shall be entitled to full and adequate relief by injunction and other available legal and equitable remedies.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, provided, however, Licensee may not assign this Agreement or its interest herein without the prior written consent of the City, to be granted or withheld in the City's sole discretion. Any transfer made in violation of the terms of this Agreement shall be null and void and of no force and effect. The provisions of this Agreement are not intended to create, nor shall they be construed as creating any rights for the benefit of the general public or any third party except (i) Pentucket Bank may enforce, against the City, those provisions of this Agreement regarding parking areas to be constructed and/or used for the benefit of Pentucket Bank, (ii) Merrimack Street Development LLC may enforce, against the City, those provisions of this Agreement regarding parking areas to be constructed and/or used for the benefit of Merrimack Street Development LLC; and (iii) it is the intention of the City and Licensee that Downtown District Developer be a third party beneficiary of this Agreement for the purposes of enforcing any and all provisions hereof.

7. Amendment. This Agreement may only be amended by a document executed by the Parties to this Agreement or their successors or permitted assigns.

8. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

9. Severability. If any term or provisions of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this

Agreement shall not be affected thereby, and each such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

10. Applicable Laws. The Agreement shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and all matters or disputes arising under this Agreement shall be brought in the courts of Essex County.

11. No Partnership. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the others.

12. Section Headings. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

13. Entire Agreement. This Agreement sets forth the entire agreement between the Parties regarding the subject matter hereof. There are no statements, promises, representations or understandings, oral or written, not herein expressed.

14. Notice. Any notice provided by the Parties under this Agreement shall be sent by recognized overnight courier, hand-delivery, or certified mail, return receipt requested, to the Parties as follows:

To the City: City of Haverhill
4 Summer Street
Haverhill, MA 01830
Attn: Mayor's Office
With a copy to: City Solicitor

To Licensee: Merrimack Street Owner LLC
c/o Planning Office for Urban Affairs, Inc.
84 State Street
Boston, MA 02109

15. No Recording; Not Running with the Land. This Agreement shall not be recorded by either Party and shall not run with any land of the City, the Licensee or any third party.

16. Termination. Upon the issuance of a Certificate of Occupancy for and the opening for business to the public of the New Parking Deck, all of the City's obligations under this Agreement shall be deemed fulfilled and shall terminate, the City shall be released from any and all of the continuing obligations as provided for herein (except under Paragraph 4) and neither Party shall have any continuing obligations hereunder except for indemnification obligations pursuant to Paragraph 4 above.

17. Counterparts. To facilitate execution, this Agreement may be executed by electronic mail in .pdf format and in as many counterparts as may be deemed appropriate by the parties,

all of which when taken together shall be deemed an original and shall comprise one agreement.

18. Condition Precedents. The execution and delivery of the following documents are condition precedents to the effectiveness of this Agreement: (i) Licensee duly executing and delivering to the City the Termination Agreement; (ii) Downtown District Developer duly executing and delivering to the City the Undertaking Agreement substantially in the form attached hereto as **Exhibit E**; (iii) the City and Merrimack Street Development LLC each duly executing and delivery to each party an access agreement concerning the 56-70 Merrimack Street Parking Lot substantially in the form attached hereto as **Exhibit D**; and (iv) the City and Pentucket Bank each duly executing and delivery to each party an access agreement concerning the Pentucket Ban Parking Lot substantially in the form attached hereto as **Exhibit D**.

[Signatures on following page]

Signed by the parties as of the Effective Date.

CITY OF HAVERHILL

By its Mayor

James A. Fiortentini

MERRIMACK STREET OWNER LLC,

a Massachusetts limited liability company

By: **MERRIMACK STREET VENTURES LLC,**
a Massachusetts limited liability company, its manager

By: **GHF MERRIMACK STREET, LLC,**
a Massachusetts limited liability company, its authorized signatory

By: _____
Name: [KENNETH J. CAVALLARO, PAUL M. ACCARDI, or DAVID
SPLAINE]
Title: Manager

Exhibit A
PLAN OF EXISTING PARKING DECK

[To be attached]

Exhibit A



Exhibit B
TERMINATION OF PARKING LICENSE AGREEMENTS

[To be attached]

**TERMINATION OF PARKING LICENSE AGREEMENTS
AND
MEMORANDUM OF AGREEMENT**

THIS TERMINATION OF PARKING LICENSE AGREEMENTS AND MEMORANDUM OF AGREEMENT (this "**Termination**") is made as of the _____ day of _____, 2023, by and between the **CITY OF HAVERHILL**, a Massachusetts municipal corporation, having a mailing address of Municipal Building, Room 100, 4 Summer Street, Haverhill, Massachusetts 01830 ("**Licensor**") and **MERRIMACK STREET OWNER LLC**, a Massachusetts limited liability corporation having a mailing address of 84 State Street, Suite 600, Boston, Massachusetts 02109 ("**Licensee**").

WITNESSETH:

WHEREAS, Licensor is the owner of certain real property known as the Herbert H. Goecke, Jr. Parking Deck located on Merrimack Street, Haverhill Massachusetts (the "**Parking License Area**");

WHEREAS, Licensor and Licensee's predecessor in interest, MERRIMACK STREET VENTURES, llc entered into a (i) Parking License Agreement dated as of July __, 2014 under which Licensor granted Licensee a nonexclusive license for one hundred (100) parking spaces within the Parking License Area, as more fully described therein, (ii) Parking License Agreement dated as of July __, 2014, under which Licensor granted Licensee a nonexclusive license for 98 parking spaces, and (iii) Memorandum of Agreement dated as of July __, 2014 with respect to the Parking License Area (i, ii and iii are collectively referred to as the "**Agreements**"), which Agreements were subsequently assigned to Licensee;

WHEREAS, Licensor and Licensee desire to terminate the Agreements, including (without limitation) the licenses contained therein; and

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Licensor and Licensee hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein by reference as if set forth at length.
2. Termination of Agreement. The Agreements are hereby terminated, discharged, canceled, extinguished and forever released.
3. Successors and Assigns. This Termination shall be binding upon Licensor, Licensee and their respective successors and assigns.
4. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Termination.

[Signatures Follow]

Executed under seal as of the date first set forth above.

LICENSOR:

City of Haverhill,
a Massachusetts municipal corporation

Witness

By: _____
James J. Fiorentini
Mayor

Approved as to form and correctness:

William D. Cox, Jr., City Solicitor

LICENSEE:

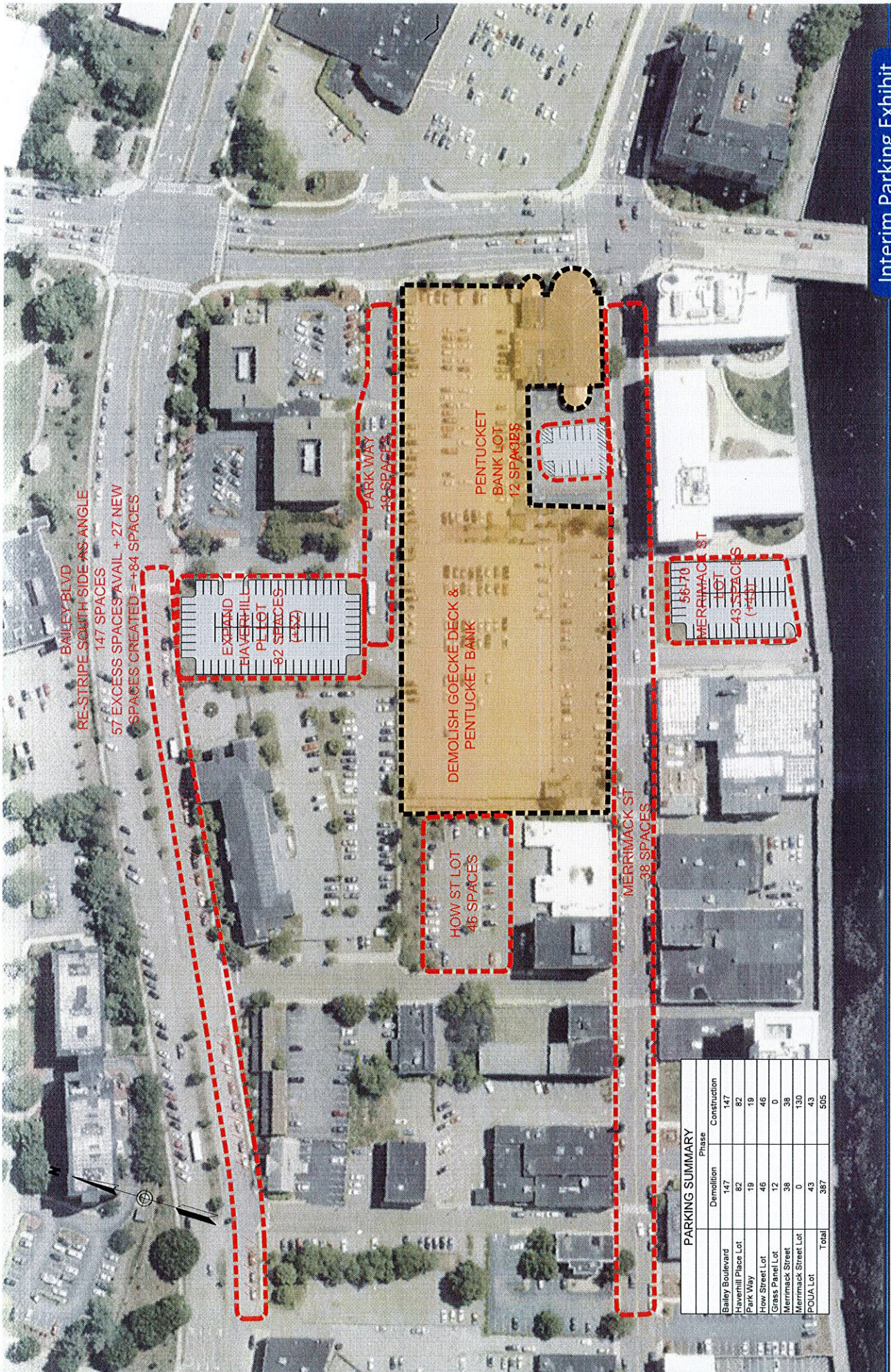
Merrimack Street Owner LLC,
a Massachusetts limited liability company

Witness

By: _____
Name:
Title:

Exhibit C
PLAN

[To be attached]

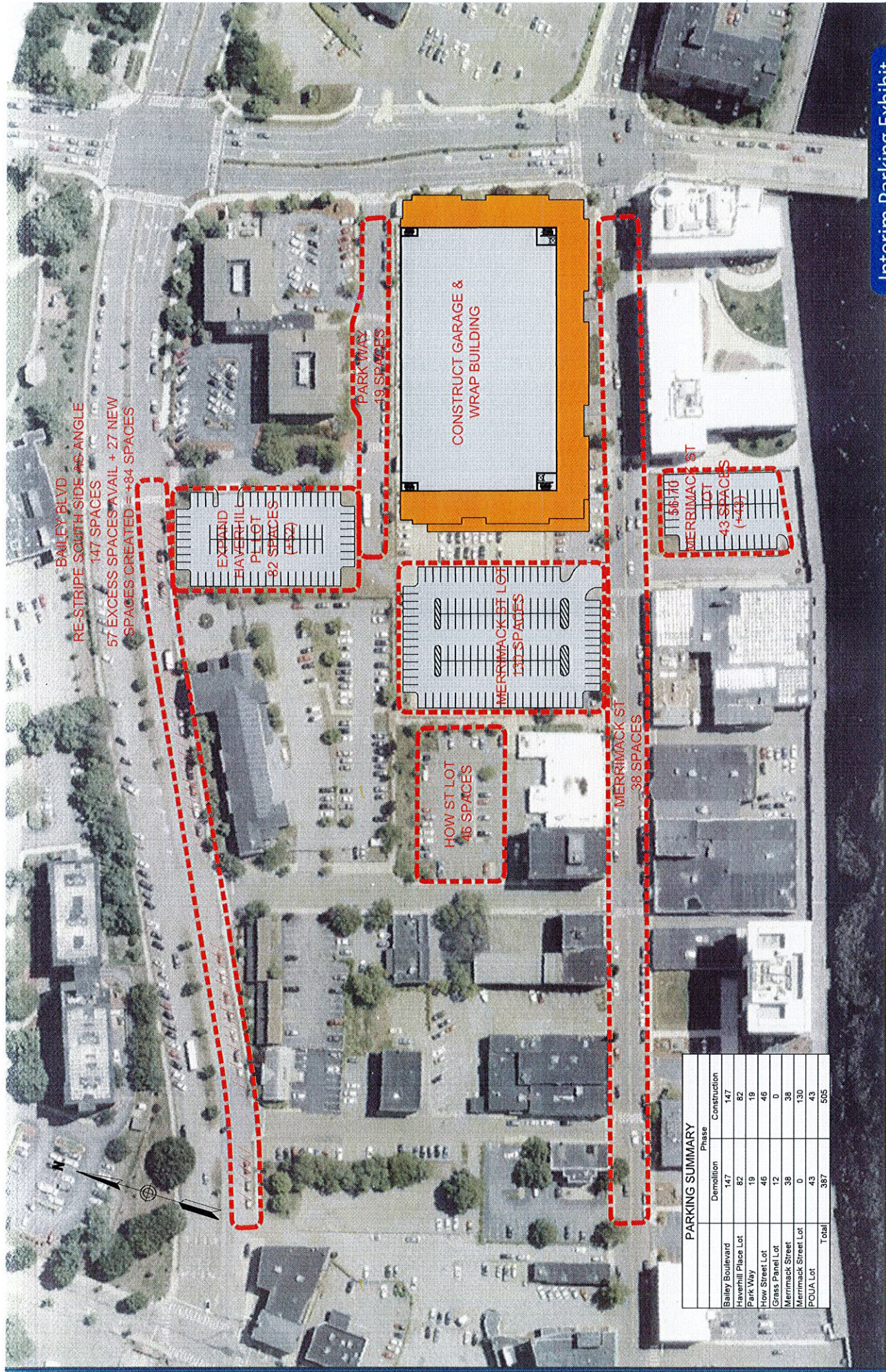


PARKING SUMMARY		
	Demolition	Construction
Bailey Boulevard	147	147
Haverhill Place Lot	82	82
Park Way	19	19
How Street Lot	46	46
Grass Parcel Lot	12	0
Merrimack Street	38	38
Merrimack Street Lot	0	130
POUA Lot	43	43
Total	387	505

Interim Parking Exhibit

Parking During Demolition of Parking Deck
Haverhill, MA

Scale: 1" = 40'
May 31, 2023



PARKING SUMMARY		
	Demolition	Construction
Bailey Boulevard	147	147
Haverhill Place Lot	82	82
Park Way	19	19
How Street Lot	46	46
Grass Panel Lot	12	0
Merrimack Street	38	38
Merrimack Street Lot	0	130
POUA Lot	43	43
Total	387	505

Interim Parking Exhibit

Parking During Construction of New Garage
Haverhill, MA

Scale: 1" = 40'

May 31, 2023



200 Merrimack Street
2nd Floor
Lawrence, MA 01883
Tel: 978.686.6200
Fax: 978.686.6201
www.tecinc.com

Exhibit D
RIGHT OF ENTRY AND LICENSE AGREEMENT

[To be attached]

RIGHT OF ENTRY AND LICENSE AGREEMENT

This RIGHT OF ENTRY AND LICENSE AGREEMENT (the "Agreement") dated as of the [] day of [], 2023, is made and entered into by and between MERRIMACK STREET DEVELOPMENT LLC, a Massachusetts limited liability company, having a mailing address of 84 State Street, Suite 600, Boston, Massachusetts 02109 (the "Grantor") and the CITY OF HAVERHILL, a Massachusetts municipal corporation located in the Commonwealth of Massachusetts having a mailing address of City Hall, 4 Summer Street, Haverhill, Massachusetts 01830 (the "Grantee").

INTRODUCTION

A. The Grantee is the owner of that certain real property known as Herbert H. Goecke, Jr. Parking Deck and located on several parcels on the Merrimack Street Area, Haverhill, Massachusetts (the "Existing Parking Deck").

B. The City previously entered into two (2) revocable Parking License Agreements in July 2014 with Merrimack Street Ventures, LLC, which Agreements were assigned to Merrimack Street Owner LLC, a Massachusetts limited liability company and an affiliate of Grantor, for the use of 198 parking spaces on a non-exclusive basis within the Existing Parking Deck for the benefit of the owners, tenants, and occupants of the Harbor Place development located at 2-52 Merrimack Street, Haverhill, Massachusetts (the "Parking Agreements").

C. The City intends to sell to (i) 1 Haverhill Place, LLC, a Delaware limited liability company, (ii) Merrimack Street Property 1, LLC, a Delaware limited liability company, (iii) Merrimack Street Property 2, LLC, a Delaware limited liability company and (iv) Merrimack Street Property 3, LLC, a Delaware limited liability company (collectively, "Downtown District Developer"), certain parcels located in the Merrimack Street area, including the Existing Parking Deck, for redevelopment purposes.

D. The City and Merrimack Street Owner LLC, simultaneously with the execution of this Agreement, intend to enter into a certain agreement entitled "Agreement to Terminate Certain Parking License Agreements", to terminate the Parking Agreements (the "Parking Termination Agreement"). The Parking Termination Agreement requires the City to mitigate the impact of Downtown District Developer's demolition of the Existing Parking Deck on the owners, tenants, and occupants of Harbor Place. The City and Downtown District Developer, simultaneously with the execution of this Agreement, intend to enter into an undertaking agreement under which Downtown District Developer shall perform certain mitigation obligations of the City under the Parking Termination Agreement.

E. As part of the mitigation efforts required under the Parking Termination Agreement, the City shall, or shall cause Downtown District Developer, prior to demolishing the Existing Parking Deck, to create a new temporary parking lot at 56-70 Merrimack Street (the "Premises") in accordance with the provisions of the Parking Termination Agreement (the "Permitted Activities").

AGREEMENTS

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

I. Grant of Right of Entry and License, Terms, Purpose and Use

1.1 The Grantor hereby grants a right of entry and license to the Grantee with respect to the Premises solely for the purposes of the Permitted Activities, subject to the terms and conditions set forth herein.

1.2 The right of entry and use of the Premises is specifically granted to the Grantee and its contractors, agents, and employees, and if the City designates any or all of the entities comprising Downtown District Developer to perform all or a portion of the Permitted Activities, such Downtown District Developer entity/ies and its/their employees, agents and contractors (collectively referred to herein as the "Grantee's Agents") for the implementation and completion of the Permitted Activities and includes the right to bring onto the Premises those vehicles and equipment necessary to perform the Permitted Activities. Without limiting the designation right set forth above in this Section 1.2, said rights may not be assigned by the Grantee without the prior written consent of the Grantor, which consent may be withheld for any reason or for no reason, at Grantor's sole and absolute discretion. In the event that the Grantee assigns its rights under this Agreement to another party with Grantor's approval, the Grantee shall remain liable for its obligations and duties contained herein.

1.3 The right of entry and use of the Premises by the Grantee and Grantee's Agents hereunder shall commence as of the date of this Agreement. Grantee's right of entry hereunder shall terminate upon completion of the Permitted Activities, in accordance with Section 3 of this Agreement. Grantor expressly reserves the right to terminate the right of entry and license to use the Premises upon the delivery of five (5) days prior written notice of termination by Grantor to Grantee, except in the case of an emergency wherein no notice is required, but in the event of any such termination, Grantor will be deemed to have waived any obligation of Grantee or Grantee's Agents to perform the Permitted Activities. The parties acknowledge and confirm the rights being granted hereunder are a license and right of entry and no greater rights in the Premises are being granted hereunder. The parties acknowledge and confirm that neither this Agreement nor the license and right of entry granted hereunder shall be construed to create or vest in the Grantee any easement, estate or legal interest in the Premises but only the limited right of possession and entry on the terms herein described.

1.4 The Premises and the activities undertaken thereon by the Grantee shall be subject to inspection by representatives of the Grantor at any time, and from time to time, without prior notice, but subject to the Grantee's duly adopted and reasonable safety procedures for the Premises.

1.5 The rights of the Grantee granted hereunder shall be exercised solely for the purposes set forth in this Agreement, and for no other purposes.

1.6 Grantee acknowledges and agrees that the Grantor shall have no responsibility for or liability to Grantee or Grantee's Agents for any accident, injury, loss or damage arising out of, or in connection with, Grantee's or Grantee's Agents' entering or use of the Premises from and after the date on which Grantee or Grantee's Agents first enters the Premises except to the extent of any accident, injury, loss or damage caused by the negligent acts or willful misconduct of the Grantor or any party under the control or direction of the Grantor. Grantor acknowledges and agrees that Grantee and Grantee's Agents shall have no responsibility or liability for any conditions which existed at the Premises prior to Grantee or Grantee's Agents entering or using the Premises in connection with this Agreement.

II. Costs

The Grantee shall be solely responsible for all costs and expenses as set forth in the Parking Termination Agreement.

III. Terms, Restoration, and Warranty

3.1 Grantee shall not commence the Permitted Activities prior to receipt of any approvals or permits or delivery of any notices required to perform the Permitted Activities.

3.2 Promptly following the completion of the Permitted Activities (or upon the earlier termination of this Agreement), but not later than ten (10) days thereafter, the Grantee shall (a) provide written notice to Grantor of completion of the Permitted Activities ("Notice of Completion") and (b) remove all materials, equipment, machinery and other items brought on to the Premises by the Grantee and shall restore any portion of the Premises not improved by the Permitted Activities and damaged by the Grantee or Grantee's Agents to substantially the same condition it was in prior to the exercise by the Grantee of its rights granted hereunder; *provided, however*, neither Grantee nor Grantee's Agents shall have any obligation to remove any improvements or installations made to the Premises as part of the Permitted Activities. Upon Grantor's receipt of the Notice of Completion, Grantor shall have ten (10) business days to inspect the Premises to determine, under a standard of reasonableness, whether such work has been satisfactorily completed in accordance with the terms of the Parking Termination Agreement and all materials, equipment, machinery, and other items that are required to be removed pursuant to clause (b) above have been removed ("Inspection Period"). If Grantor reasonably determines that the Grantee has not satisfactorily completed the work and removed all such materials, equipment, machinery and other items required to be removed, Grantor shall provide written notice to Grantee of the failure to perform its obligations prior to the expiration of the Inspection Period ("Notice of Failure to Complete"). Upon Grantee's receipt of the Notice of Failure to Complete, Grantee and Grantee's Agents shall complete any work which was, in fact, not satisfactorily completed and shall remove any materials, equipment, machinery and other items which were not previously removed but were required to be removed.

3.3 Grantee warrants to Grantor that materials and equipment furnished to perform the Permitted Activities will be good quality and new and that such work shall conform to the requirements as provided for in the Parking Termination Agreement.

IV. Insurance and Indemnification

4.1 Prior to exercising any rights hereunder or entering the Premises, the Grantee or its designee which is performing the Permitted Activities shall provide (or shall cause its contractor to provide) the Grantor with a certificate of insurance naming the Grantor as additional insured, evidencing (i) commercial general liability; (ii) automobile liability coverage for owned, hired and non-owned; (iii) workers' compensation for all its employees in the statutorily required amounts, with employers liability coverage; and (iv) umbrella liability, issued by an insurance company reasonably acceptable to Grantor and in amounts reasonably acceptable to Grantor.

4.2 [Intentionally deleted.]

4.3 Grantee, or its designee which is performing the Permitted Activities (as applicable, the "Performing Party"), shall be solely responsible to remediate any release of hazardous waste, substances or materials at the Premises that is (a) caused solely by such Performing Party in connection with performing the Permitted Activities, (b) brought onto the Premises by such Performing Party or such Performing Party's agents or employees, and (c) required to be remediated under applicable law. This obligation to remediate shall survive the termination of this Agreement. In the event of any such release, Grantor and the Performing Party shall enter into a separate remediation agreement consistent with the foregoing and otherwise consistent with a commercial transaction of this nature and reasonably acceptable to Grantor and the Performing Party.

V. Conduct

5.1. During the exercise of rights hereby granted, the Grantee and Grantee's Agents shall take reasonable steps to minimize interference with Grantor's operations at Grantor's property adjacent to the Premises.

5.2 The Grantee or Grantee's Agents, as applicable, shall provide a minimum of 48-hour notice prior to the exercise of their rights hereunder.

5.3 All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by recognized national overnight courier service, or mailed postage prepaid, by registered or certified mail to the address set forth in the recitals above, except that all notices to Nolan Sheehan Patten LLP shall be addressed as follows: Nolan Sheehan Patten LLP, 84 State Street, Suite 940, Boston, Massachusetts 02109 Attn: Hannah L. Kilson, Esq.

Any such notice shall be deemed given when so delivered by hand or one (1) day after when mailed by overnight courier service or two (2) days after when mailed by the U.S. Postal

Service. Notices given by either party may be given by the attorney for such party without the signature of such party.

VI. Miscellaneous

6.1 [Intentionally deleted.]

6.2 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

6.3 If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this Agreement shall remain enforceable to the fullest extent permitted by law.

6.4 Any modification or amendment to this Agreement shall be in writing and duly executed by both parties hereto to be effective.

6.5 In the event that either party materially breaches this Agreement, the non-breaching party shall have the right to unilaterally terminate the Agreement by serving a written notice of termination upon the breaching party via certified mail. In the event that Grantor terminates this Agreement, Grantor will be deemed to have waived any obligation of Grantee or Grantee's Agents to perform the Permitted Activities.

6.6 The Grantee or Grantee's Agents will not place any liens or permit any liens to be placed upon the Premises related to the work contemplated herein and shall immediately discharge any such liens.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument and signed in duplicate by their duly-authorized representatives, as of the date first above written.

LICENSOR:

MERRIMACK STREET DEVELOPMENT LLC,
a Massachusetts limited liability company

By: **GHF MERRIMACK STREET LLC**
a Massachusetts limited liability company

By: _____
Name: David Splaine
Title: Manager

GRANTEE:

CITY OF HAVERHILL,
a Massachusetts municipal corporation

By: _____
Name: James A. Fiortentini
Title: Mayor

Exhibit E
UNDERTAKING AGREEMENT

[To be attached]

UNDERTAKING AGREEMENT

This Undertaking Agreement (this “**Agreement**”) is entered into on this _____ day of _____, 2023 (the “**Effective Date**”), by and among the **CITY OF HAVERHILL**, a Massachusetts municipal corporation located in the Commonwealth of Massachusetts having a mailing address of City Hall, 4 Summer Street, Haverhill, Massachusetts 01830 (the “**City**”), and **1 HAVERHILL PLACE, LLC**, a Delaware limited liability company, **MERRIMACK STREET PROPERTY 1, LLC**, a Delaware limited liability company, **MERRIMACK STREET PROPERTY 2, LLC**, a Delaware limited liability company and **MERRIMACK STREET PROPERTY 3, LLC**, a Delaware limited liability company (collectively, “**Downtown District Developer**”), all having a mailing address of 290 Merrimack Street, 2nd Floor, Lawrence, Massachusetts, (the City and Downtown District Developer may be collectively referred to as the “**Parties**” and singularly as a “**Party**”).

RECITALS

A. The City and LUPOLI COMPANIES, LLC, a Massachusetts limited liability company (“**Original Buyer**”) entered into that certain Purchase and Sale Agreement dated as of April 14, 2022 (the “**Original PSA**”), as amended by that certain First Amendment to Purchase and Sale Agreement dated June 7, 2022 (the “**First Amendment**”), that certain Second Amendment to Purchase and Sale Agreement dated July 12, 2022 (the “**Second Amendment**”), and that certain Third Amendment to Purchase and Sale Agreement dated November 4, 2022 (the “**Third Amendment**”, and collectively with the Original PSA, the First Amendment, and the Second Amendment, and as may be further amended, the “**PSA**”), pursuant to which the City agreed to sell and Original Buyer agreed to purchase certain real property located in Haverhill, Massachusetts, as more particularly described in the PSA (the “**Property**”);

B. Original Buyer assigned its interest in the PSA to Downtown District Developer, and Downtown District Developer assumed the same, pursuant to that certain Assignment of Purchase and Sale Agreement dated as of _____.

C. Prior to executing the PSA, the City entered into two (2) revocable Parking License Agreements in July of 2014 with Merrimack Street Ventures, LLC in 2014, which were subsequently assigned to Merrimack Street Owner LLC, a Massachusetts limited liability company (f/k/a Merrimack Street Owner, LLC) (“**Licensee**”), which include the use of certain parking spaces on a non-exclusive basis within the Property;

D. In connection with resolving any rights of Licensee to use such parking spaces within the Property, the City entered into that certain Agreement to Terminate Certain Parking License Agreements dated as of the date hereof by and between the City and Merrimack LLC (the “**City-MSO Agreement**”);

E. The purpose of this Agreement is to set forth Downtown District Developer’s undertaking to perform certain obligations of the City under the City-MSO Agreement.

NOW, THEREFORE, for consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Downtown District Developer agree as follows:

1. **Undertakings.** Subject to Section 2 of this Agreement, force majeure and other causes beyond its reasonable control, Downtown District Developer will perform the obligations which are specifically identified in the following sections of the City-MSO Agreement as work which will be performed by Downtown District Developer: 1(I), 1(II), 1(III), 1(IV), and 1(VIII) (collectively, the “**Work**”).

2. **Conditions.** Downtown District Developer’s obligations to perform the Work are subject to the following conditions:

a. Downtown District Developer shall have the benefit of all rights set forth in the City-MSO Agreement as being for the benefit of Downtown District Developer

b. Downtown District Developer shall be a third party beneficiary of the City-MSO Agreement, with the ability to enforce any and all provisions thereof.

c. The City shall have conveyed Downtown District Developer the Property to Downtown District Developer in accordance with the terms of the PSA.

d. The City shall not be in default under the PSA or any other agreements between it and either Original Buyer or Downtown District Developer and which pertain to the Property.

e. Downtown District Developer and the owners of the land on which the Work is to be performed shall have entered into access agreements reasonably acceptable to Downtown District Developer to enable Downtown District Developer to perform the Work.

f. Promptly following the filing of applicable applications, the City shall have issued to Downtown District Developer (or its contractors) any permits required for the Work.

g. The owners of the land on which the Work is to be performed shall have cooperated with Downtown District Developer to enable Downtown District Developer to obtain any permits needed to perform the Work.

3. **City Management of Parking Areas.** The City and Downtown District Developer agree and acknowledge that, subject to the rights granted to Downtown District Developer in Sections 1(I), 1(IV) and 1(VIII) of the City-MSO Agreement, the City shall manage the Haverhill Place Parking Lot, the How Street Parking Lot and the Merrimack Street Parking Lot (as each is defined in the City-MSO Agreement) until a certificate of occupancy is issued for the New Parking Deck (as defined in the City-MSO Agreement) and the New Parking Deck is open for business to the public.

4. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither the public nor

any third party, including without limitation Licensee, shall be entitled to enforce any term, covenant or condition of this Agreement or have any rights hereunder.

5. **Amendment.** This Agreement may only be amended by a document executed by the Parties to this Agreement or their successors or permitted assigns.

6. **Waiver.** No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

7. **Severability.** If any term or provisions of this Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

8. **Applicable Laws.** The Agreement shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and all matters or disputes arising under this Agreement shall be brought in the courts of Essex County.

9. **No Partnership.** Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the others.

10. **Section Headings.** The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

11. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties regarding the subject matter hereof. There are no statements, promises, representations or understandings, oral or written, not herein expressed.

12. **No Recording; Not Running with the Land.** This Agreement shall not be recorded by either Party and shall not run with any land of the City, Downtown District Developer or any third party.

13. **No Personal Liability.** Notwithstanding anything to the contrary contained herein, the direct and indirect managers, members, officers, directors, employees and agents of the Parties are not assuming any, and shall have no, personal liability for any obligations of the Parties hereto under this Agreement.

14. **Limitation on Damages.** In no event shall the City or Downtown District Developer be liable for any consequential, punitive, special or indirect damages.

15. **Counterparts.** To facilitate execution, this Agreement may be executed by electronic mail in .pdf format and in as many counterparts as may be deemed appropriate by the parties, all of which when taken together shall be deemed an original and shall comprise one agreement.

16. Condition Precedent. Licensee duly executing and delivering to the City the Termination Agreement (as defined in the City-MSO Agreement) is a condition precedent to the effectiveness of this Agreement.

Signed by the parties under seal as of the Effective Date.

CITY OF HAVERHILL

By its Mayor

James A. Fiortentini

[continued on next page]

DOWNTOWN DISTRICT DEVELOPER

1 HAVERHILL PLACE, LLC, a Delaware limited liability company

By:

Its:

MERRIMACK STREET PROPERTY 1, LLC, a Delaware limited liability company

By:

Its:

MERRIMACK STREET PROPERTY 2, LLC, a Delaware limited liability company

By:

Its:

MERRIMACK STREET PROPERTY 3, LLC, a Delaware limited liability company

By:

Its:



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

HAU CITY CLERK DEC 1/23 AM 10:32

5.4

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

December 1, 2023

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

**RE: Order of Taking of Land on Brandy Brow Road for Water Supply Protection
Purposes**

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

Please see attached an order to take land on Brandy Brow Road – the Fermata Limited Partnership - for water supply protection purposes. I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

5.4.1

ORDERED:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

CITY OF HAVERHILL

ORDER OF TAKING

At a regularly convened meeting of the CITY COUNCIL of the CITY OF HAVERHILL held this 5th day of December, 2023, it was voted and ordered as follows:

The City Council of the CITY OF HAVERHILL, duly elected, qualified, and acting on behalf of the City, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Sections 38, 39B and 41, Massachusetts General Laws Chapter 79, the City's Charter, as amended, and of any and every other power and authority which is hereunto in any way enabling, does hereby take on behalf of the City, for watershed protection purposes, the fee simple title in and to the following parcel of land located on Brandy Brow Road in the City of Haverhill, Massachusetts 01830:

Parcel:

The land and buildings thereon in Haverhill, Essex County, Massachusetts, being further described as follows:

Beginning at a bound by the highway leading from the Rocks Village in Haverhill to Plaistow, N.H. and running northerly by land of Samuel Elliott to the old road (so called); thence by said old road to land set off for third to the widow Sukey Davis; thence westerly by land of said third about twenty (20) rods or far enough to make a right angle west line; thence southerly by land of said third to the first named road; thence westerly by said last mentioned road to the first mentioned bound.

Said premises are also shown on the City of Haverhill Assessor's Map as Map/Block/Lot 462-203-6 and contains approximately 6.990 acres (+/-).

For title reference see deed to The Fermata Limited Partnership from Leo J. Serratore dated December 11, 1996 and recorded at Essex South District Registry of Deeds on December 19, 1996 at Book 13897, Page 326. Also see Plan recorded at Essex South District Registry of Deeds on February 22, 2001 at Plan Book 349, Page 65

This taking includes any and all trees and/or structures which may be located on said premises.

The foregoing premises are acquired for water supply protection pursuant to Massachusetts General Laws Chapter 40, Sections 38, 39B and 41, and Article 97 of the Amendments to the Massachusetts Constitution and are under the control of the Haverhill City Council acting as the Board of Water Commissioners of the City of Haverhill.

Pursuant to Chapter 40 Section 15B, the approval of the Massachusetts Department of Environmental Protection is required before any portion of said premises can be transferred to a different ownership or control, or before the premises can be changed to a different use.

Said premises are owned or supposed to be owned and/or formerly owned by the parties listed in Schedule A attached hereto and incorporated herein, which parties are hereinafter collectively referred to as Owners. If in any instance the name of an Owner is not correctly stated, it is understood that in such instance the premises referred to are owned by an Owner or Owners unknown to us, and the easements identified herein are hereby taken.

The amount awarded as damages to the Owner or Owners of said premises in accordance with the provisions of G.L. c.79, §6, as amended, and to any other person or corporation having an interest therein, is set forth on Schedule B attached hereto and incorporated herein, but which shall not be recorded with the Essex South District Registry of Deeds.

Betterments are not to be assessed under this taking.

IN WITNESS WHEREOF, we, the duly elected and qualified City Council for the City of Haverhill have hereunto set our hands and seal this 5th day of December, 2023.

[signature page follows]

CITY OF HAVERHILL,
By its City Council

Timothy J. Jordan, President

Melissa Lewandowski

John A. Michitson, Vice President

Michael S. McGonagle

Melinda Barrett

Catherine P. Rogers

Joseph J. Bevilacqua

Shaun Toohey

Thomas J. Sullivan

APPROVED:

APPROVED AS TO FORM:

James J. Fiorentini,
Mayor

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

[acknowledgement page follows]

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 5th day of December, 2023, then personally appeared before me, the undersigned notary, Timothy J. Jordan, John A. Michitson, Melinda Barrett, Joseph J. Bevilacqua, Thomas J. Sullivan, Melissa Lewandowski, Michael S. McGonagle, Catherine P. Rogers and Shaun Toohey, members of the City Council for the City of Haverhill, as aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the foregoing instrument and acknowledged the foregoing instrument as their free act and deed on behalf of the City of Haverhill.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of December, 2023, then personally appeared before me, the undersigned notary, James J. Fiorentini, Mayor of the City of Haverhill, as aforesaid, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the foregoing instrument and acknowledged the foregoing instrument as his free act and deed on behalf of the City of Haverhill.

Notary Public
My Commission Expires:

SCHEDULE A

Schedule of Owners

Owners: The Fermata Limited Partnership.

Property: Lot on Brandy Brow Road, Haverhill, MA. See City of Haverhill Assessor's Map/Block/Lot 462-203-6.

Deed References: Essex South District Registry of Deeds at Book 13897, Page 326.

SCHEDULE B

Award of Damages

Owners: The Fermata Limited Partnership.

Property: Lot on Brandy Brow Road, Haverhill, MA. See City of Haverhill Assessor's Map/Block/Lot 462-203-6.

Deed References: Essex South District Registry of Deeds at Book 13897, Page 326.

Damages Awarded: \$75,000.00.

Related Communication

CITY OF HAVERHILL

MASSACHUSETTS

CITY SOLICITOR'S OFFICE

145 South Main Street

Bradford, MA 01835

(978) 373-2360


FAX: 978/372-0688

EMAIL: billcoxlaw@aol.com

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

December 1, 2023

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

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

RE: Order of Taking - Brandy Brow Road - The Fermata Limited Partnership

The City has determined that a parcel containing 6.990± acres located on Brandy Brow Road as shown on the attached maps, is necessary for water supply protection purposes. We have had the parcel appraised by Petersen LaChance Regan Pino LLC, a copy of which is also attached for your review.

We have been engaged in negotiations with the current owner, The Fermata Limited Partnership, for the purchase of this lot.

The appraisal produced a market value of \$75,000. (see page 2 of Appraisal.)

We are proceeding with a friendly taking in this matter as the most efficient method to acquire the property at this time.

The Seller remains cooperative with this process and we would respectfully request that you pass the Order of Taking so that the City can acquire and protect this important watershed resource area. Both Mr. Ward and I will be present at your meeting. In the meantime, if you have any questions or require further information before the meeting, please do not hesitate to call on us.

Thank you.

cc: James J. Fiorentini, Mayor
Robert Ward, Director of Public Works



Related
communication

Haverhill

5.9

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

Date: December 2, 2023

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

HAU CITY CLERK DEC 1 '23 PM 159

From: Robert E. Ward *RW.*
DPW Director

Subject: Support of Land Acquisition of the Fermata Property on Brandy Brow Road for
Drinking Water Supply Protection

I am writing to express my strong support for the city's proposed acquisition of the Fermata property on Brandy Brow Road. This initiative is crucial for safeguarding the integrity of our public drinking water supply and ensuring the long-term sustainability of our natural resources.

The parcel is located on Brandy Brow Road near the East Meadow River, which is the main feed to Millvale Reservoir, one of Haverhill's primary drinking water reservoirs. Attached is a map showing the locations of the parcel.

Watershed protection is the first and most fundamental step in protecting drinking water. A protected, healthy watershed results in cleaner water downstream, less stress on the water treatment plant, and reduced treatment costs. Purchasing watershed property is the best way to ensure it remains healthy and is a long-term investment in the health and quality of life for residents of Haverhill.

While the primary purpose is to protect public drinking water supplies, the property may be used by the public for appropriate passive recreation such as hiking, hunting, Nordic skiing, wildlife viewing, educational programs, and sustainable timber management.

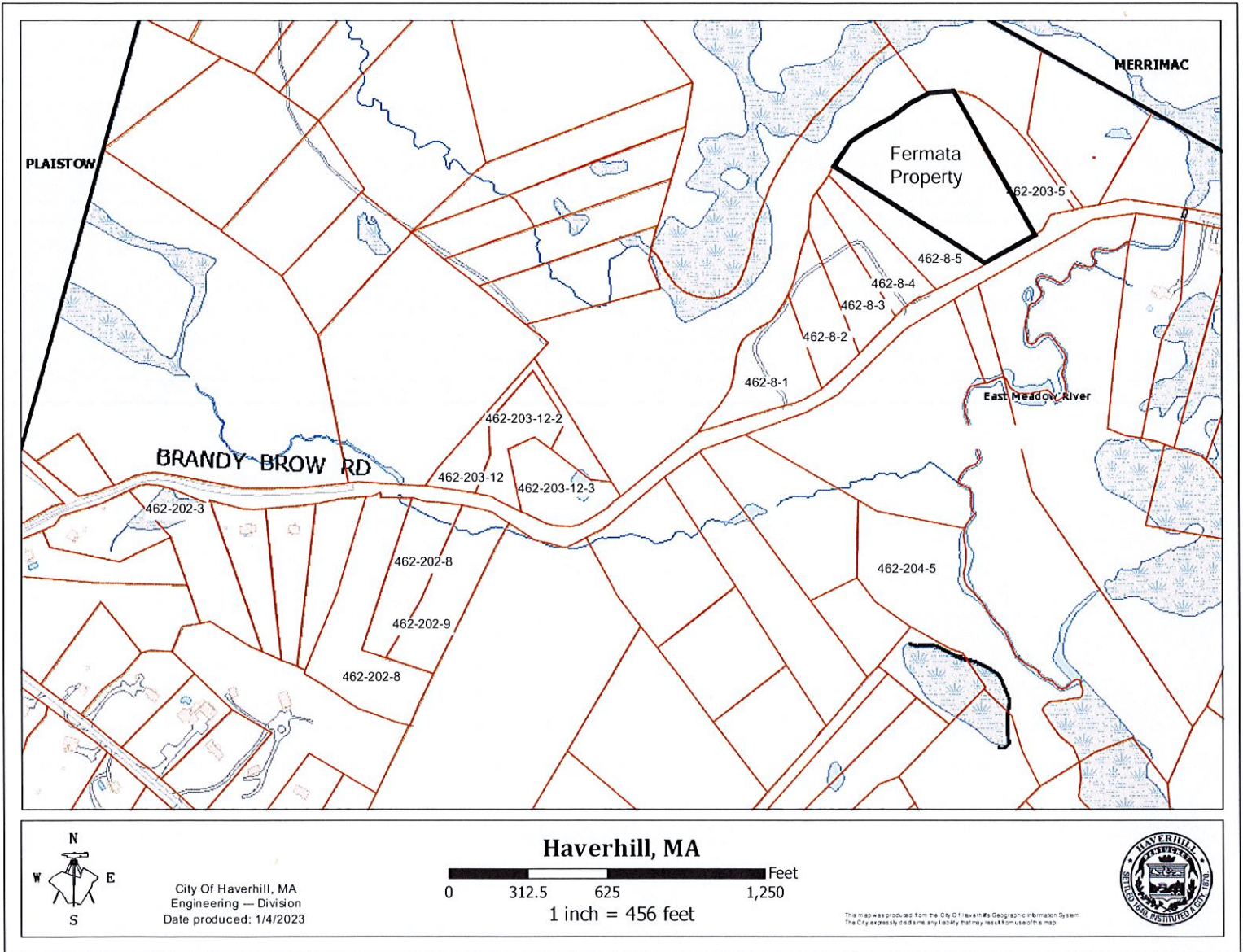
In conclusion, acquiring the Fermata property is an important step toward securing the health and safety of our community's drinking water supply. I urge the council to approve this purchase, reflecting our shared commitment to a sustainable and healthy future.

Thank you for considering this important matter.

Attachment

cc: James J. Fiorentini, Mayor, Mayor@cityofhaverhill.com
William D. Cox, Jr., City Solicitor, billcoxlaw@aol.com (memo only)
John D'Aoust, WTP Plant Manager, jdaoust@haverhillwater.com (memo only)
Robert E. Moore Jr., Environmental Health Technician, rmoore@cityofhaverhill.com

5.9



3/4 Bath:	Rating:	A Bath:	Rating:	Total:
A 3QBth	Rating:	A 3QBth	Rating:	
1/2 Bath:	Rating:	1/2 Bath:	Rating:	
A HBth:	Rating:	A HBth:	Rating:	
OthrFix:	Rating:	OthrFix:	Rating:	

RESIDENTIAL GRID

of Cover:		Kits:	Rating:	FY LR DR D K FR RR BR FB HB L O									
Color:		A Kits:	Rating:	Other									
w / Desir:		Frl:	Rating:	Upper									
			Rating:	Lvl 2									
		WSFlue:	Rating:	Lvl 1									
		CONDO INFORMATION											
Grade:		Lower											
Grade:		Totals											
Eff Yr Blt:		Location:											
Bar Blt:		RMS:											
Unit:		BRS:											
Unit:		Baths:											
Unit:		HB											

REMODELING RES BREAKDOWN

Exterior:	No Unit	RMS	BRS	FL
Interior:				
Additions:				
Kitchen:				
Baths:				
Plumbing:				
Electric:				
Heating:				
General:				
Totals				

COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price
WtAv\$/SQ:		AvRate:		Ind.Val
Juris. Factor:				Before Depr: 0.00
Special Features:	0			Val/Su Net:
Final Total:	0			Val/Su SzAd

PARCEL ID 462-203-6

Parcel ID	462-203-6	Year:	Color:
Serial #		Year:	Color:

IMAGE

Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub Area	% Usbl	Descr	% Type	Qu # 1
------	-------------	-----------	-----------	--------------	----------	--------	-------	--------	--------

Net Sketched Area:	Gross Area	FinArea
Size Ad		

ASSESSPRO PATRIOT PROPERTIES, INC

Rate	Parcel ID	Typ	Date	Sale Price
WtAv\$/SQ:		AvRate:		Ind.Val
Juris. Factor:				Before Depr: 0.00
Special Features:	0			Val/Su Net:
Final Total:	0			Val/Su SzAd

Parcel ID	462-203-6	Year:	Color:
Serial #		Year:	Color:

Petersen LaChance Regan Pino, LLC
Real Estate Services

**REAL ESTATE
APPRAISAL REPORT**

6.99± Acres

LOCATED AT

Brandy Brow Road
Haverhill, Massachusetts

PREPARED BY

William A. LaChance, MAI, SRA

Petersen LaChance Regan Pino, LLC

Real Estate Services

John G. Petersen, MAI, SRA
William A. LaChance, MAI, SRA
John A. Regan, MAI
Richard K. Pino, MAI

November 15, 2022

Robert E. Ward
Deputy Director
City of Haverhill-Department of Public Works
40 South Porter Street
Haverhill, Massachusetts 01835

Re: A 6.99± acre parcel located along Brandy Brow Road in Haverhill, Massachusetts.

Dear Client:

At your request, I performed an appraisal of the above-referenced subject real estate, and hereby submit the attached Appraisal Report.

The subject property consists of a single wooded parcel with hilly topography located along an unimproved public way among similar parcels. Development of this parcel will involve constructing a substantial distance of road or a lesser distance plus a bridge over water. The costs associated with either construction make development of the subject economically infeasible.

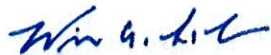
Based upon my research and analysis, it is my opinion that as of November 8, 2022 the market value of the subject's fee simple estate is:

***** \$75,000 *****

Seventy Five Thousand Dollars

The value expressed herein is subject to the Certification and all Assumptions and Limiting Conditions identified in this report.

Respectfully submitted,



William A. LaChance, MAI, SRA
Petersen LaChance Regan Pino, LLC
Massachusetts Certified General Appraiser No. 497

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Addenda

- Appraiser Qualifications
- Subject Deed
- Road Cost Estimate

Summary of Important Facts and Conclusions

Property Description

Address	Brandy Brow Road in Haverhill, Massachusetts
Type	Wooded and otherwise vacant land
Ownership	The Fermata Limited Partnership
Assessing Reference:	Map 462, Block 203, Parcel 6
Deed Reference:	Essex South Registry of Deeds Book 13897, Page 326
Land Area:	6.99± acres
Frontage:	200'± along Brandy Brow Road
Utilities:	None
Zoning:	Rural Special Zoning (RS) District and the Water Supply Protection Overlay District (WSPOD)
Flood Map Information:	The parcel is entirely within Zone A, (having a 1% annual chance flood event), FIRM Map 25009C0226F, dated 7/3/2012
Existing Easements/Encroachments:	None

Appraisal Assignment

Purpose	To provide my opinion of market value
Intended Use	In conjunction with a potential negotiated acquisition of the subject
Intended User	My client, Robert E. Ward, on behalf of the City of Haverhill
Interest Appraised	Market value of the fee simple estate, as encumbered in the outstanding deed and as reported herein
Effective Valuation Date	The date of my appraisal inspection, November 8, 2022

Highest and Best Use

Low intensity use and speculation

Petersen LaChance Regan Pino, LLC
Real Estate Services

Valuation Methodology

Sales Comparison Approach

Final Value Opinion

\$75,000

Value Attributed to Non-Realty

None

Exposure Period

12 months

Extraordinary Assumptions

I relied upon Assessing and MassGIS Maps as well as a Road Reconstruction Plan prepared by Greenman-Pedersen, Inc. (engineers) for D&D Realty Trust, dated October 2, 2020.

Hypothetical Conditions

None

Appraisal Problem and Scope of Analysis

The unusual aspect of the subject is that it is legally buildable; however, the value of its development potential fails to offset its development cost. As a result, its value reflects the economic infeasibility of its development.

In my appraisal, I made an inspection of the subject and its neighborhood. I read the subject's available legal description, and I observed the assessing map, MassGIS map, and a Road Development Plan prepared by Greenman-Pedersen, Inc. (engineers) for D&D Realty Trust, dated October 2, 2020. I also examined Zoning and Flood Plain maps and DEP records, and I read the applicable sections of the Zoning Ordinance and Subdivision Regulations. I discussed the subject with my client and representatives of other Haverhill municipal departments. The owner has retained a broker; however, the parcel is not listed for sale in the MLS and there is not an asking price.

I made an investigation of market area trends by undertaking a survey of similar use properties in the subject's competitive market area. I gathered and considered local data concerning land and dwelling sales and offerings from Costar, Warren Group, and the Multiple Listing Service (MLS), and I obtained infrastructure costs from two sources. I also held discussions with real estate brokers, property owners, and appraisers concerning similar parcels. Information gathered from these investigations was used as a basis for understanding market demand, developing a highest and best use conclusion, and supporting an opinion of value. I applied the Sales Comparison Approach, in which I inspected the selected land sales presented herein; read their deeds, observed their plans or assessing maps, and confirmed their market data with knowledgeable participants to the transactions such as a grantor, grantee, or broker, unless otherwise indicated herein.

This Appraisal Report is intended to comply with Standards Rule 2-2(a) of the 2022-2023 Uniform Standards of Professional Appraisal Practice. The reader should be aware of the assumptions and limiting conditions and any extraordinary assumptions and hypothetical conditions presented herein.

Real Property Rights Appraised

The property rights appraised are the fee simple estate as may be encumbered in the outstanding deed and as noted herein.

Fee Simple Estate - "A fee simple estate represents an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."¹

Market Value - "The highest price which a hypothetical willing purchaser would pay to a hypothetical willing vendor in an assumed free and open market."²

In this report, the value opinion is in US dollars."³

Extraordinary Assumptions and Hypothetical Conditions

This appraisal is subject to the Extraordinary Assumptions and Hypothetical Conditions listed below as well as the Assumptions and Limiting Conditions presented after the Reconciliation and Final Value Opinion.

The Uniform Standards of Professional Appraisal Practice (USPAP) defines an extraordinary assumption as: "An assignment-specific assumption as of the effective date regarding uncertain information used in analysis which, if found to be false, could alter the appraiser's opinions or conclusions." The only extraordinary assumption is as follows.

1. I relied upon Assessing and MassGIS maps as well as a Road Reconstruction Plan prepared by Greenman-Pedersen, Inc. for D&D Realty Trust, dated October 2, 2020.

The USPAP defines a hypothetical condition as: "that which is contrary to what exists but is supposed for the purpose of analysis".

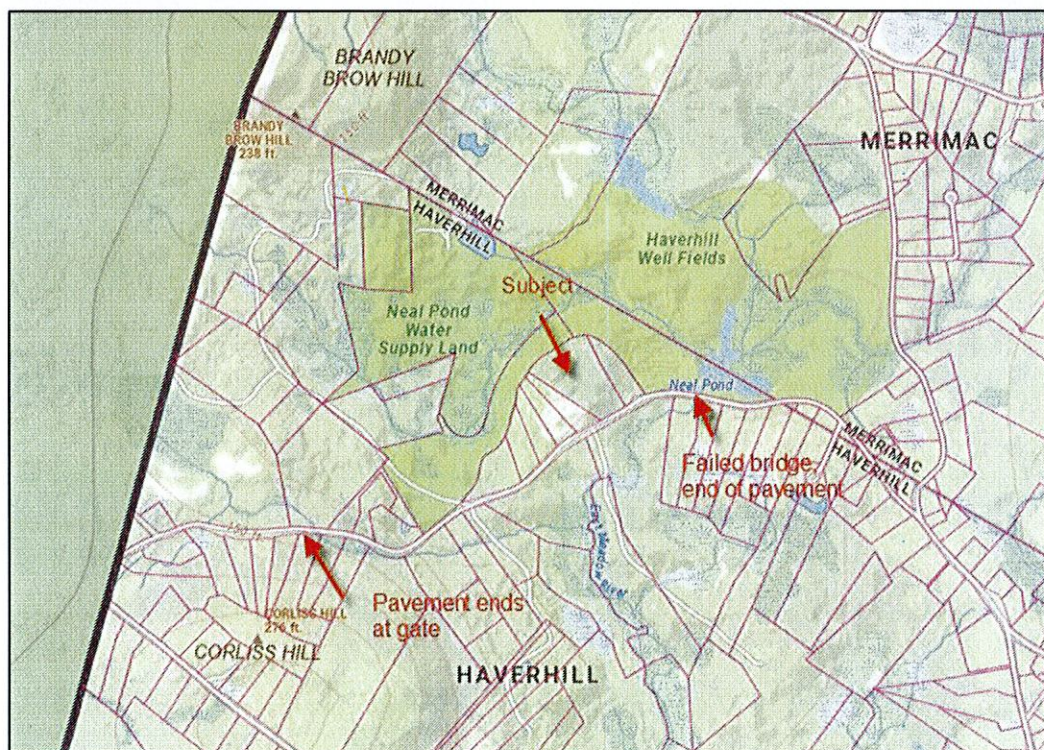
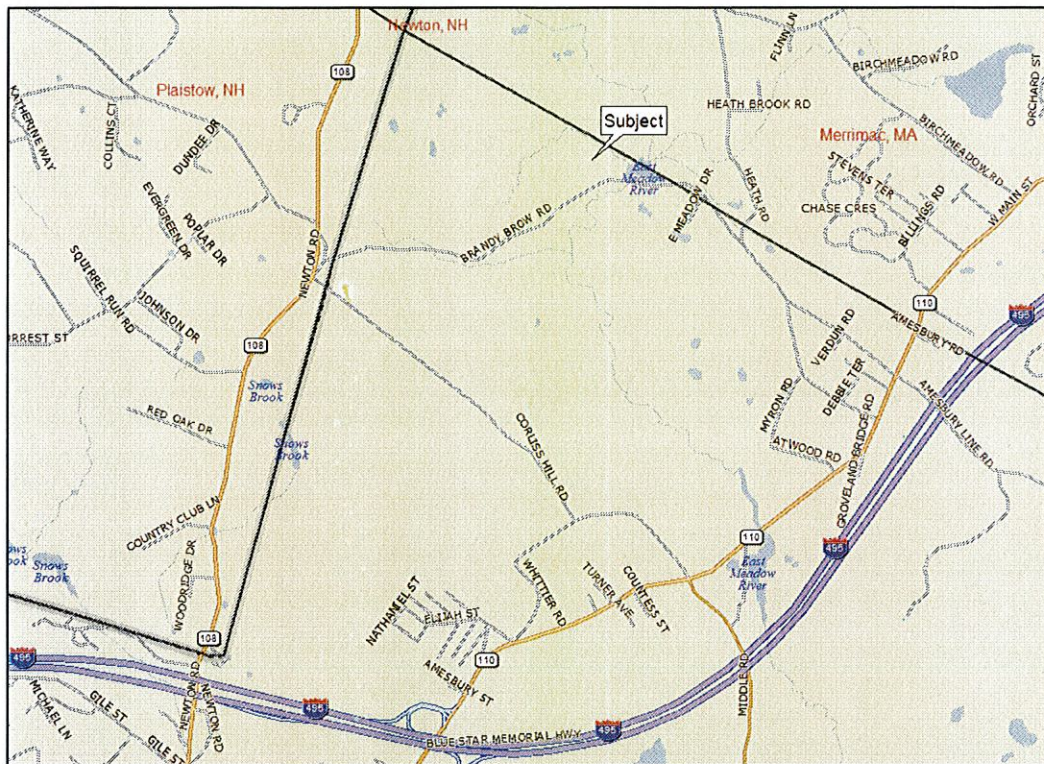
No hypothetical conditions were applied in this valuation.

¹ *The Appraisal of Real Estate*, 15th Edition, (Chicago: Appraisal Institute, an Illinois Not for Profit Corporation, 2020), p. 60.

² *Epstein v. Boston Housing Authority* (1945) 317 Mass. 297.

³ 26 CFR 1.170A(c)(2).

Subject Location Maps



Petersen LaChance Regan Pino, LLC

Real Estate Services

Market and Location Descriptions

After the World Health Organization declared a pandemic, economic conditions in the U.S. changed drastically in one month from mid-March to mid-April, 2020. The national unemployment rate changed from below 4% to 15% in April, and the U.S. economy was in recession for two months.

The federal government took steps to improve economic conditions in 2021 and the U.S. experienced the largest increase in GDP in 35 years (5.75%). The DJIA peaked at 36,800 in early 2022, and the unemployment rate declined to below 4%. Since then, inflation, COVID variants, and supply chain issues have negatively impacted the economy. The DJIA is down 12% and the economy may be in or headed towards a recession.

EOY and Current Indicators	Nov. 22	2021	2020	2019	2018
Prime Rate	7.00%	3.25%	3.25%	4.75%	5.50%
U.S. 10-Yr T-Note	4.17%	1.60%	1.08%	1.73%	2.75%
U.S. 5-Yr T-Note	4.33%	1.30%	0.50%	1.66%	2.58%
Corporate Bonds (Baa)	6.33%	3.40%	3.24%	3.97%	5.08%
Dow Jones Ind. Avg.	32,400	36,629	30,400	27,285	23,327
30-Year Res. Mortgage	6.00%	3.10%	2.88%	3.65%	4.63%
Consumer Confidence	102.5	115.2	88.6	125.9	128.1
Source: Appraisal Institute, FRED, Wall Street Journal, Institution for Savings					

The city of Haverhill is located in Essex County along the border of New Hampshire, and it is approximately 37 miles north of Boston. Highway access to Haverhill is good, via multiple Route 495 interchanges. Public transportation includes two commuter rail stations with service to Boston's North Station and several regional bus routes provided by the Merrimack Valley Regional Transit Authority. Demographic data for Haverhill is summarized below.

Summary	Census 2010	Census 2020	2022	2027
Population	60,879	67,787	68,065	68,098
Households	24,150	26,696	26,798	26,763
Families	15,177	-	16,464	16,454
Average Household Size	2.47	2.50	2.50	2.50
Owner Occupied Housing Units	14,884	-	15,259	15,571
Renter Occupied Housing Units	9,266	-	11,539	11,192
Median Age	38.4	-	40.3	41.2
Median Household Income		\$81,657	\$94,479	
Average Household Income		\$109,633	\$130,839	
Per Capita Income		\$43,199	\$51,456	

Petersen LaChance Regan Pino, LLC
Real Estate Services

The city's population has increased 11.8% since 2010. The median household income (MHI) is somewhat below the \$95,882 MHI for the state. The city's labor force is approximately 32,000 with an unemployment rate of 4%, which is similar to the rate for the state.

Haverhill has a significant industrial base comprised of modern buildings located in industrial parks accessed from its I-495 interchanges and from Route 125. The downtown area has multiple shopping and dining options and a number of former mills that have been converted to loft apartments. The approximately 26,000 housing units in Haverhill exhibit a 97%± occupancy rate, with 62% of occupied units being owner-occupied. Detached single-family dwellings account for approximately 40% of total housing units.

As occurred throughout Essex County, Haverhill's dwelling prices increased substantially from 2020 to 2022. COVID produced a positive impact on sale prices in Essex County as the supply demand relationship that already favored sellers was exacerbated by an influx of relocation buyers from locations closer to Boston.

Haverhill Single-Family Sales		
Year	No. of Sales	Median Price
>9/22	318	\$490,000
2021	518	\$450,750
2020	501	\$400,000
2019	486	\$347,500

Source: Banker & Tradesman

Haverhill's house lot sales have included mostly in-fill lots with all utilities, or one+ acre lots in its more rural areas without municipal sewer. Prices varied from \$150,000 to \$250,000±. There are eight house listed lots for sale in the MLS from \$180,000 to \$399,000±, and of these, five are priced between \$189,000 and \$265,000. There are 22 new and used dwellings listed for sale from \$350,000 to \$1,299,000, and of these, 19 are priced from \$429,000 to \$799,000.

Local House Lot Sales						
#	Address	Municipality	Acres	Utilities*	Sale Date	Sale \$
1	Brandy Brow Rd.	Haverhill	11.2	e	03/24/22	\$236,500
2	Lot 8 Centre St.	Haverhill	1.9	w,e	10/02/18	\$160,000
3	Lot 3A Emma Rose Cr.	Haverhill	1.5	w,e	02/01/21	\$225,000
4	88 Seven Sisters Rd.	Haverhill	1.0	w,e,s	07/14/20	\$238,000
5	7 West Hadley Rd.	Merrimac	2.6	e	08/30/21	\$249,000
Comments						
Wooded lot along paved part of road.						
Level cleared at center, average plus setting.						
New subdivision, gently sloping, average plus.						
Modern subdivision, hilltop, long range views.						
Nearly level, wooded, country road lot.						

* w, water, e, electricity, s, public sewer

Like other areas of Essex County, Haverhill experiences few sales of unbuildable or low intensity use land. These sales may contain wetland or be landlocked or have some other characteristic that limits utility. The market for such parcels is more narrow than for independently developable parcels and is typically comprised of abutters, for privacy and/or view protection or assemblage, or public or private "conservation" entities that acquire for habitat protection or other low utility uses. Sales are typically in cash as such parcels tend not to qualify for institutional financing. Parcels of this type vary in size, yet when they are less than five acres they tend to sell at prices of \$20,000 to \$50,000.

The Massachusetts economy and real estate markets tend to fare better than many parts of the country since there is a large base of diversified industries (i.e. health care, bio-tech, education etc.) and high barriers to entry. Haverhill lacks a strong presence in industries such as technology, biotech, and financial services that support higher median incomes found at portions of the state located closer to Boston. Based upon its prices, Haverhill exhibits steady appeal to prospective mid-level housing and lot buyers considering northerly Essex County. While dwelling asking prices have softened, substantial sale price declines are not anticipated.

The subject's neighborhood is a rural-residential and wooded area in the northern part of the city, comprised of multiple unimproved parcels in different ownerships located along the 3,000'+ long unimproved portion of the Brandy Brow Road public way. This distance of "road" has a rutted gravel surface, no utilities, and it separates two single-family neighborhoods. East Meadow River (perennial) runs near the road and a pond is located at its easterly end. This area is environmentally sensitive as it is within the city's Water Supply Protection District (WSPOD). The improved portion of Brandy Brow Road is blocked by city-owned gates/barriers located 2,900' west and 650'± east and west of the subject's locus. At the easterly barrier is an old bridge crossing at Brandy Brock. The bridge is reported to be unsuitable for vehicular traffic.

There are no utilities along the 3,000'+ portion of the road, and beyond this distance along the paved portions of the road dwellings are served by electricity, and those nearest the subject use wells and septic systems. The nearest water main has an 8" diameter and ends at 243 Brandy Brow Road, 2,450'± east of the subject. The soils on the northerly side of the road are primarily coarse gravel (Hinckley, Merrimac, and Windsor) and are conducive to percolation to the extent that a 5' separation may be applicable per Title V.

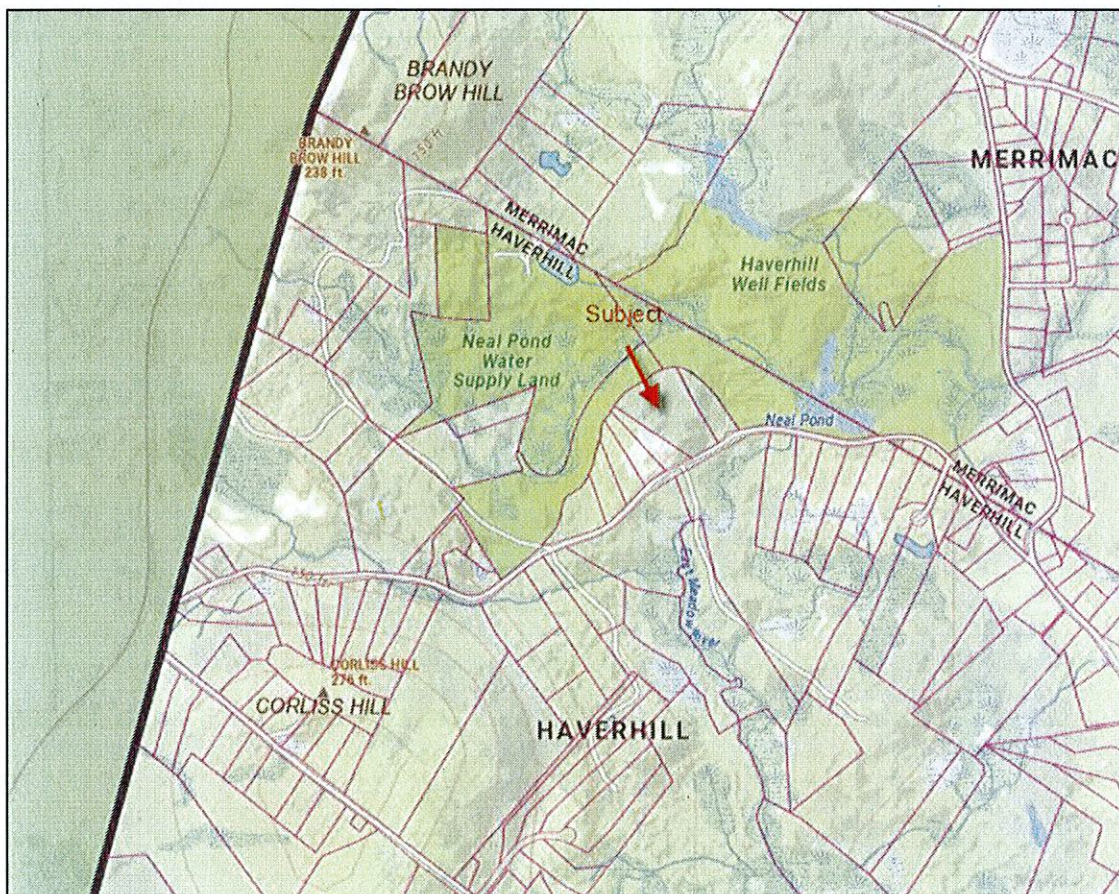
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Four single-family used dwelling sales have occurred recently in the subject's greater neighborhood, at prices of \$315,000, \$575,000, \$580,000, and \$709,900. The city is negotiating to acquire most of the parcels located along the unimproved distance of Brandy Brow Road, including 11 parcels totaling nearly 30 acres in one ownership. This 30-acre property owner had the following (see Page 14) road reconstruction plan prepared. One important element of this negotiation is that it reduces the likelihood of any assemblage or sharing of infrastructure costs. One other 11+ acre parcel fronting along the paved west end of Brandy Brow Road was sold in 2022 for \$236,500. The city subsequently took it by eminent domain for water supply protection.

The subject's neighborhood is in the stable phase of its life cycle, and little change is anticipated in the foreseeable future.

MassGIS Map

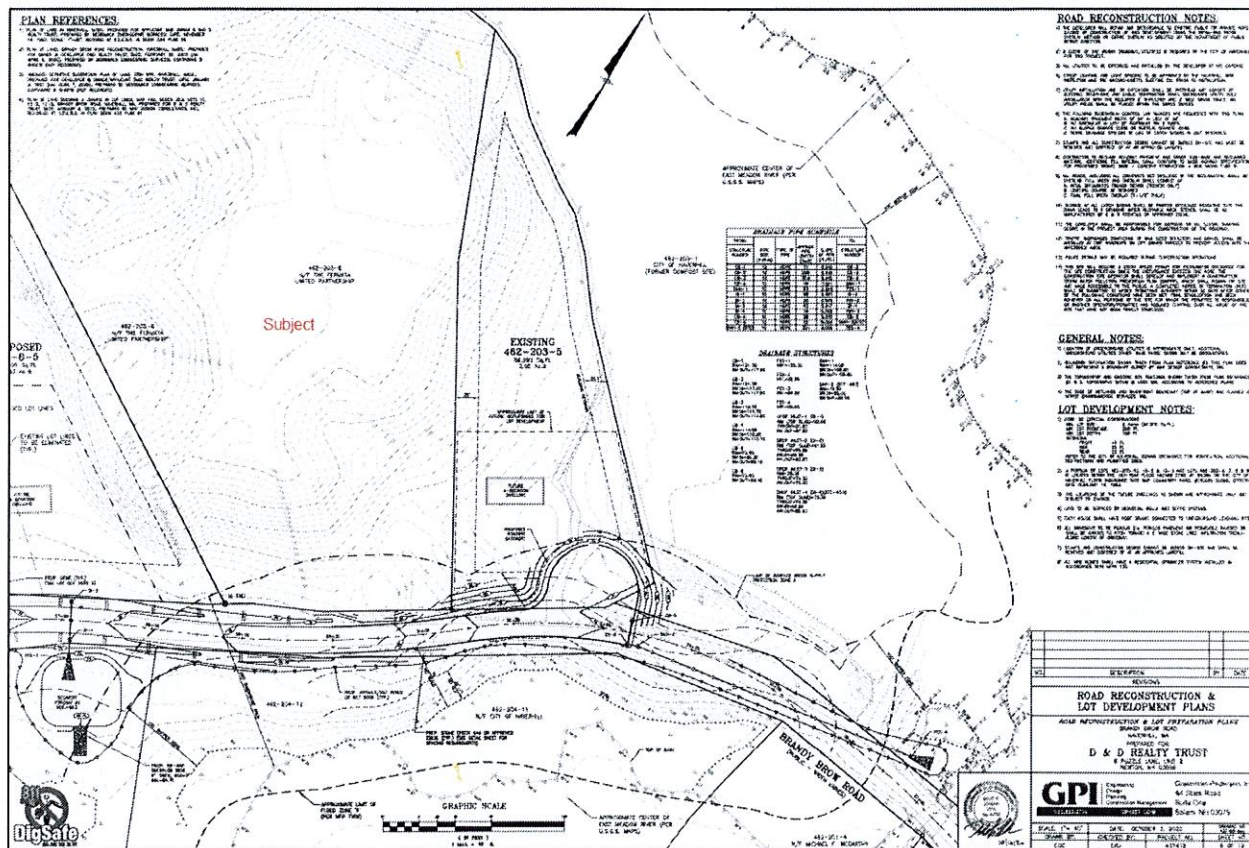


Google Aerial atop of Subject Assessed Parcel of 6.99+- Acres

(The parcel's southerly end/bottom fronts along the unimproved portion of Brandy Brow Road)



Road Reconstruction Plan by Green-Pedersen



Subject and Neighborhood Photographs – Taken 11/8/2022



From the easterly bridge area facing unimproved Brandy Brow Road



The bridge

Subject and Neighborhood Photographs – Taken 11/8/2022



Facing the subject from Brandy Brow Road



Steep southerly portion of the subject

Subject and Neighborhood Photographs – Taken 11/8/2022



Plateau at the top



Looking through subject's sloping rear woodland towards off-site marsh

Subject Property Description

Identification and History

Map/Block/Lot	Deed	Sale Date	Sale Price
462/203/6	13879/326	3/26/1973	nominal
	5959/719	12/19/1996	\$1,000

I was not provided with the results of a title search. The deed's legal description is antiquated. The parcel was acquired for recorded consideration of \$1,000 in 1973, and transferred to the Fermata Limited Partnership for nominal consideration in 1996. At one time the subject's ownership proposed a three lot subdivision; however, there is no plan currently under review, and no approval was ever obtained. Reportedly, the city did not favor the plan.

Please see this report's Addenda for a copy of the subject's outstanding deed obtained from Essex County South Registry.

Parcel Description

***Dimensions,
Topography:***

The subject is a single assessed parcel of 6.99± acres. The parcel is pie-shaped with 200' of frontage along Brandy Brow Road, and it is essentially a wooded hill with steep sides and a 2± acre plateau area at the top. Over a distance of 200' the elevation rises at a 22% grade from 80' above MSL at the road to 124' at the plateau, and it slopes steeply downward at each side and moderately so at the rear. The parcel is entirely wooded at a moderate density with Pine trees having an average diameter at chest height of 15"±.

Site Access:

The subject's access is via the west/gated end of Brandy Brow Road by vehicle. Only pedestrian access is available from the east end, which is blocked by concrete barriers at the old bridge. The road's quality is poor.

Utilities:

None. Distances to public utility lines are lengthy as previously reported.

Sub-Soils:

The NRCS soil maps indicate the parcel to be loamy sand. The front/south is Hinckley and Windsor, the center is Windsor, and the rear is Hinckley. The westerly abutting parcel has been mined, and its visible soils abutting the subject are a fine silty sand.

Environmental:

The site is not listed on the DEP web site's list of known contaminated sites, and I did not observe any apparent sources of contaminants at my appraisal inspection.

***Encumbrances,
Appurtenances:***

None.

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**Flood Zone,
Wetland:**

The FEMA flood map panel presented within this report's *Zoning and Other Land Use Controls* section indicates the parcel is entirely within Zone X, a minimal flood hazard area.

There is no on-site wetland. A perennial stream is located about 200' offsite from the rear border.

Improvements:

None.

Zoning and Other Land Use Controls

The subject is located entirely within the Rural Special Zoning (RS) District and the Water Supply Protection Overlay District (WSPOD). Single-family dwellings are allowed by right in the RS District on lots having minimum dimensions of two acres and 200' of street frontage. Common driveways of up to 200' are allowed for up to two dwellings, and mining is not allowed. The parcel conforms to minimum dimensional requirements of the district.

Certain uses allowed by right in the underlying district are allowed in the WSPOD, including as follows.

Section 9.2.5.1.

"One individual single-family dwelling unit which is within the WSPOD District but not within 500 feet of the water bodies outlined in Subsection D(3)(a)[5], [1] Places of worship, nonprofit educational development, trade schools, nursery schools, nonprofit schools, colleges or universities and City governmental buildings, provided that no more than 10% of a building lot, or 2,500 square feet, whichever is greater, is rendered impervious, and further provided that the slope of the portion of the lot to be built upon, prior to alteration, shall not exceed 15%, wetlands portions excluded. [1] Editor's Note: So in original."

Per Zoning Ordinance Section 9.2.7 of the WSPOD, receipt of a Special Permit is required for "any building, structure, land disturbing activity or excavation other than test pits, perc tests, and monitoring wells supervised by the Board of Health within 500 linear feet of mean high water elevation within any registered water supply of the City of Haverhill. Also, a Special Permit is required for any new streets which will be built to serve three or more lots. Lastly, a Special Permit may granted where the applicant demonstrates that prohibition will constitute a taking in violation of state and federal law, and that the Special Permit will not cause a foreseeable danger to public drinking water and surface water supply protection. Although I have been informed that the Special Permit is likely to be denied, it is reasonably probable that

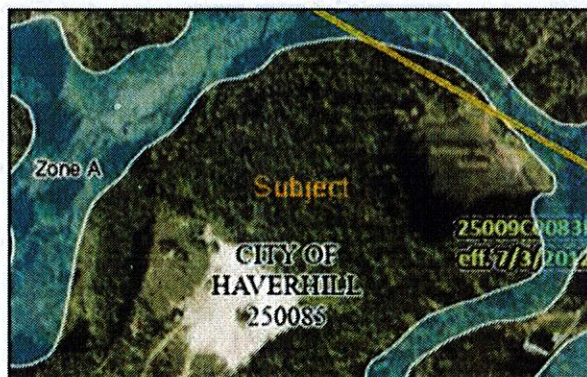
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the landowner/applicant would prevail in an appeal as long as the required engineering is successfully performed.

There are no NHESP Certified Vernal Pools located on the subject; however, it is entirely within the Natural Heritage and Endangered Species (NHESP) Priority Habitats of Rare Species. Based upon my appraisal experience, it is rare that development is totally prohibited. The NHESP generally tries to collaborate with developers to allow building but with minimal impact upon endangered wildlife. Possible NHESP requirements generally include a limitation of development to certain times of the year, revisions to the development plan to preserve habitat, or creating a portion of the site that is permanently restricted from building or clearing. Without going through the full project review it is difficult to estimate an exact outcome.

The subject is within a FEMA minimum flood hazard zone.



The subject is potentially an Approval Not Required (ANR) house lot; however, dimensional compliance to zoning does not render it buildable as it must also pass Title V, wetland, and Special Permit discharge requirements, which I am informed requires the applicant to improve the Brandy Brow Road up to across the subject's 200' of frontage. The distance options for this road improvement total 3,150'± from the west or 850'± including the distance across a new bridge from the east.

In summary, the subject is heavily regulated, and even as a single potential house lot the subject's permitting would be more expensive and time consuming than usual, and its associated infrastructure cost would be very much greater.

Considering the subject's subdivision potential, I examined the associated regulations. The standards for new subdivision are listed next (assumes "Local Access" standards): However, my research indicates that waivers for a 24' wide paved way with stormwater lines, no sidewalks, and above ground electricity is reasonable probable.

Local Access Residential Road Standards

Design Speed:	30 mph
Minimum sight distance:	220'
Width of right-of-way:	50'
Pavement width:	28'
Minimum centerline radii of curved streets:	270'
Minimum vertical grade:	1%
Maximum vertical grade:	7%
Minimum curb radius at intersection:	25'
Maximum length of cul-de-sac:	800'
Minimum pavement radius on cul-de-sac:	50'
Minimum angle of street intersections:	60°
Sidewalk requirements:	two sides
Curb requirements:	vertical granite curb with 7 inch reveal or sloping granite curb with 6 inch reveal

"Local Access Road" was examined since the road is estimated to carry less than 300 vehicles per day. Local access roads are constructed of 8" gravel, 6" dense crushed stone, 2" bituminous concrete binder.

Wetland The Massachusetts Wetlands Protection Act regulations govern activity in wetland resource areas. Any work that will remove, fill, dredge or alter wetland resource areas is subject to these regulations. Building within wetlands is almost always prohibited except under extremely unusual circumstances. Any reasonably foreseeable construction of a road or dwelling on the subject will not require filling of wetlands. The local Conservation Commission is charged with the administration of the Act.

Many of the resource areas protected by the Wetlands Protection Act and the City's Wetlands Protection Ordinance have a 100' buffer zone. This buffer zone is measured from the

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edge of the resource area, such as a bordering vegetated wetland, outward 100'. The City's ordinance expands this distance in some areas, particularly along water supplies where the buffer zone is 200'. The City's ordinance also breaks this buffer zone down into other zones of protection, namely the 25'-No Disturbance Zone ("NDZ") and the 50'-No Build Zone ("NBZ"), where some disturbance is allowed. The setback from the perennial streams is 200'; however, this riverfront boundary and any wetland appears to be off-site.

State Title V Regulations Based upon my review of NRCS soil maps and soil ratings, the subject land is very likely to perc in accordance with local (20 minutes per inch) and state regulations.

Percolation Rate (Minimum Per Inch Drop)	Lot Area Increase (Additional Lot Area in Square Feet Above the Minimum 80,000 Square Feet)
0 to 5 minutes	0
5 minutes 1 second to 10 minutes	15,000
10 minutes 1 second to 15 minutes	30,000
15 minutes 1 second to 20 minutes	45,000
Over 20 minutes	Unsuitable

Table 1 - Setback Distances of Title V			
Septic Tank	Feet	Leaching Field	Feet
bordering vegetated wetlands	25		50
surface waters	25		50
surface water supply	400		400
tributary to surface water supply	200		200
wetlands bordering surface water supply or tributary thereto	100		100
vernal pool	50		50-100
private well	50		100
property line	10		10
public well - Zone 1 radius	100-400		100-400

By local ordinance, all percolation and deep hole tests in the city of Haverhill must be conducted between March 1st and June 15th.

Zoning and other Land Use Controls Summary Overall, the subject is heavily regulated, environmentally sensitive land. Development will require a Special Permit for stormwater

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discharge, a successful NHESP review, successful perc testing. The landowner is also responsible for upgrading/constructing the road and associated infrastructure. Therefore, the subject's development potential as one or more large single-family lots will be accompanied by high associated hard and soft development costs relative to its gross lot value.

Assessment and Annual Tax Load

The fiscal year 2022 tax assessment is presented below. Haverhill classifies its properties by use, and the subject is classified as residential. The residential property tax rate is \$13.44 per thousand dollars of assessment. The assessment is equitable.

Map/Block/Parcel	Acres	Land	Improvements	Total	Tax Rate	Tax \$
462/203/6	6.99	\$64,600	\$0	\$64,600	\$13.44	\$868.22

Highest and Best Use Analysis

A prerequisite to a meaningful valuation is a sound estimate of the most profitable likely use of a property. Highest and best use is defined as: "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."⁴

Reasonably Probable The only land use along the 3,000+ distance of unimproved Brandy Brow Road that incorporates the subject is low intensity. Beyond this distance, on the improved portion of the same road the use is single-family residential. For years if not decades various proposals have been made by its parcel owners to develop lots along the unimproved portion; however, it has never happened. Although it is known in the marketplace that the city wants to protect its water supply, based upon my research, development has not happened due to economic infeasibility. In short, if market participants concluded that a profitable program of development could be devised during the recent market up-cycle or any of those over the past decades, it probably would have happened. Therefore, the subject's reasonably probable use as low utility land is supported, while a conclusion that development is a reasonably probable use requires further examination that was analyzed herein.

⁴ *The Dictionary of Real Estate Appraisal*, 6th Edition, (Chicago: Appraisal Institute, 2015), p.109.

Legal While residential development is legal, Brandy Brow Road is a public way that must be improved if it is to be used as access to a house lot. The city has no intention of making improvements. Use of the subject as a single lot accessed from the west requires improvement of 3,150'± of road, and from the east it requires 850'±, which includes the distance of a required new bridge. Use as a minor subdivision requires a Special Permit related to stormwater discharge, additional infrastructure construction, and probably involves waivers related to road specifications whether part of subdivision approval or as an ANR lot.

Mining of soils requires a Special Permit from the City Council for amounts beyond that incidental to construction and is subject to other constraints listed in the Section 7.0 of the Zoning Ordinance. Commercial timber harvesting requires a forestry plan. Based upon my research, the amount of timber that could be harvested on the subject is likely to render the undertaking economically infeasible or at best minimally profitable.

Physically Possible The dimensional and apparent soil capacity of the site is supportive of single-family development being physically possible. Due to its slope, the parcel's elevation would need to be lowered by tree cutting and soil removal or relocation in order to render it physically suitable for more than one lot.

The lot or lots could employ wells. Electricity, telephone lines, CATV line, and lighting could be extended overhead. The new road width is estimated to be 24' paved, without sidewalks, but with stormwater drains.

Financially Feasible Any use that presents a positive return to the land is financially feasible. The subject's development would cause an estimated infrastructure cost that alone would be well above \$1,000,000 from the west and more than \$800,000 to create a single house lot accessed from the east. Road and bridge cost estimates are presented in the following chart. An engineer's summary of the Brandy Brow Road cost is presented in the Addenda. The result of subtracting costs from the gross lot value⁵ created through development at the subject, whether one large lot or up to three subdivision lots, is exceeded by the associated cost of development. This implies a negative return for development, and it supports

⁵ Based upon lot sales data, lot values at a development of the subject are estimated at not more than \$250,000.

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an alternate use that produces a positive return, such as low intensity use.

	\$ Per Lin.'	Road Distance (E)	Road Distance (W)	Bridge	Totals
Road cost (W)	\$525		3,150		\$1,653,750
Road cost (E)	\$550	830		\$350,000 (20')	\$806,500

(Bridge cost estimate based upon prices of two small bridges in Essex County.)

Highest and Best Use The final test is whether the contemplated use is maximally productive in a financial sense. As the infrastructure cost associated with its development exceeds its gross lot sales in development, the maximally productive use and the subject's highest and best use is not for development, but rather for continued low intensity use and speculative holding for a future event that might improve economic feasibility. The subject's marketing period is estimated at less than one year. The likely buyer is the municipality for watershed protection, a private conservation entity, or a speculator.

Valuation Methodology

There are three generally accepted methods of appraising real estate: the Income Capitalization Approach, the Sales Comparison Approach, and the Cost Approach. I applied the Sales Comparison Approach. The Income Capitalization Approach and the Cost Approach were not likely to be applied by market participants and I did not apply them.

Sales Comparison Approach

The Sales Comparison Approach is a process of comparative analysis made in support of an opinion of market value. The five steps generally involved are outlined below:

1. Identify recent sales, listings, and under-contract properties similar to the subject in order to find a set of comparable sales or other evidence.
2. Verify the factual accuracy, arms-length nature, terms, and market and buyer motivation related to the selected data.
4. Test the data in order to select the most relevant unit(s) of comparison.
3. Compare the sales to the subject using all appropriate elements of comparison, and then adjust the price of each sale property to equate it to the subject property.
5. Reconcile the various value indications produced from comparative analysis to provide a single value or a range of value.

The sales selected for comparative analysis with the subject are presented in detail on the following pages.

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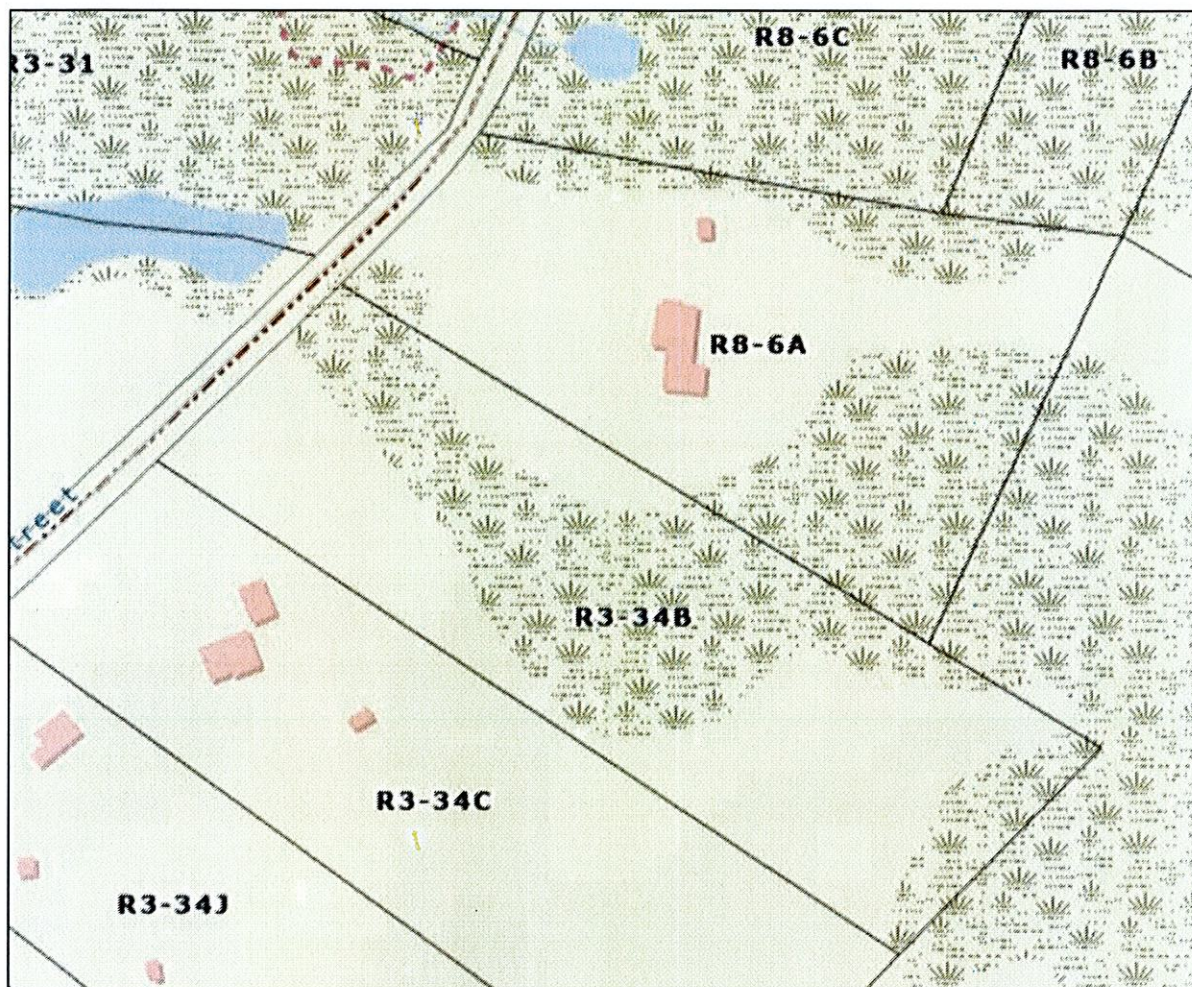
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Land Sale 1

Address:	Middle Street, West Newbury
Grantor	Edith Johnston
Grantee:	David Fryberg
Sale Date:	2/26/2021
Title Reference:	Essex South Registry; Book 39582 Page 246
Rights Conveyed:	Fee simple
Financing:	All cash to the seller. No mortgage recorded.
Conditions of Sale:	None
Land Area:	4.62 acres
Zoning:	Residence A
Map/lot:	Map R3-34B
Topography:	Rolling, wooded upland and wetland
Encumbrances:	None
Utilities:	Electricity
Sales History:	No sale in the preceding 3 years
Highest and Best Use:	Low utility use
Sale Price:	\$37,000
Price Per Acre:	\$8,009
Verification:	Assessor and public records

Comments: This parcel is rolling woodland between two lots improved with single-family dwellings. The parcel contains a mix of upland and wetland associated with Beaver Brook, and although its street frontage and gross area exceeded zoning requirements, it was not buildable due to its wetland. The buyer is the abutter at #107 Middle Street (R8-6A), and it was acquired for continued low intensity use. The neighborhood is a mid-range single-family area of town.



Sale Lot R3-34B

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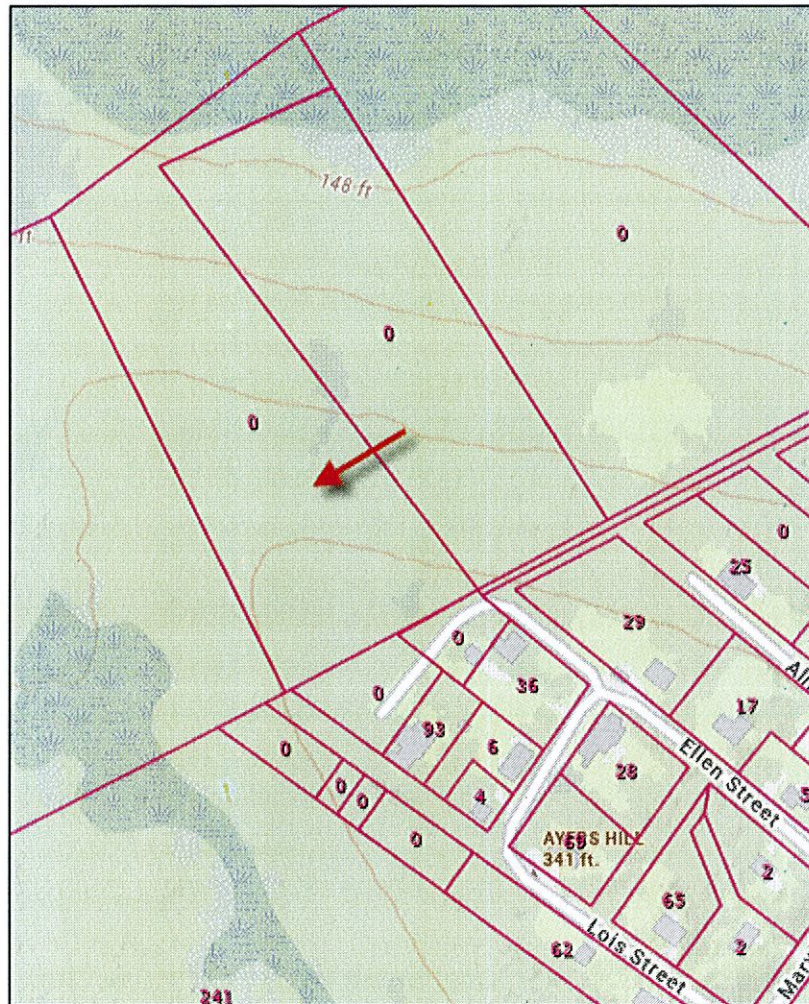


Land Sale 2

Address:	0 Ann Street, Haverhill
Grantor:	Paul Chastney
Grantee:	David Hoffman
Sale Date:	5/22/2020
Title Reference:	Essex South Registry; Book 38542 Page 153
Rights Conveyed:	Fee simple
Financing:	All cash to the seller. No mortgage recorded.
Conditions of Sale:	None
Land Area:	5 acres
Zoning:	Rural Density Residential
Map/lot:	Map 463/206/29
Topography:	Hilly, wooded upland, with minor wetland at rear
Encumbrances:	None
Utilities:	Municipal water, private septic
Sales History:	No sale in the preceding 3 years
Highest and Best Use:	Low utility use
Sale Price:	\$35,000
Price Per Acre:	\$7,000 per acre
Verification:	Selling broker and public records

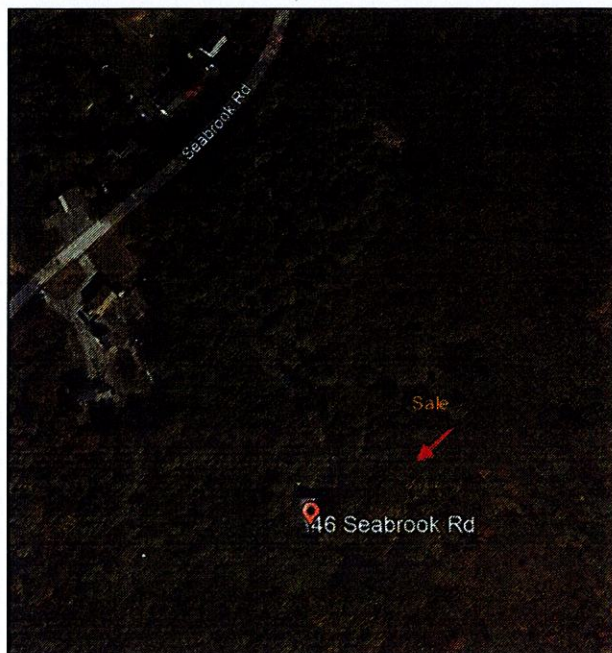
Comments: This parcel of 90% wooded upland was acquired by an abutter for use by his recreational farm animals. The parcel is sloping and its access is via 10'± of frontage along a paper road that is overgrown. The parcel abuts rear upland in several different ownerships. The neighborhood includes two roads, Lois and Ellen, which end near this parcel. Nearby land use consists primarily of average size house lots improved with small, 50± year old single-family dwellings.

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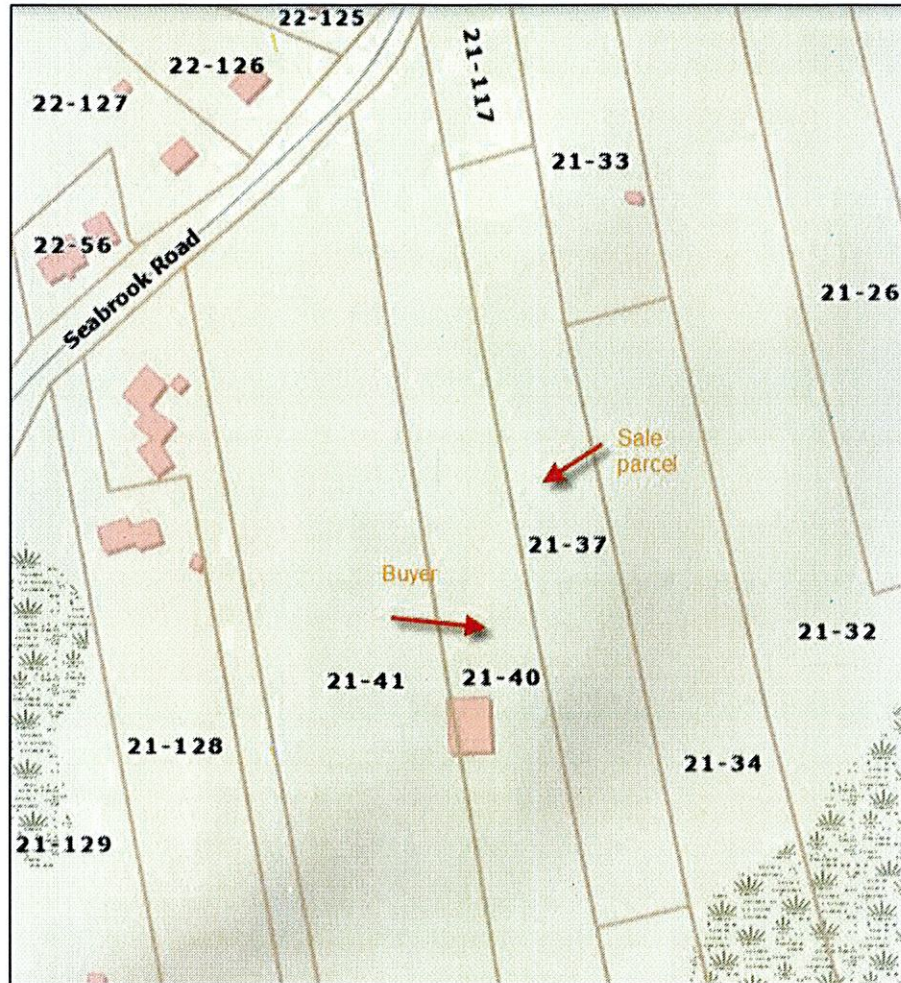
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Land Sale 3

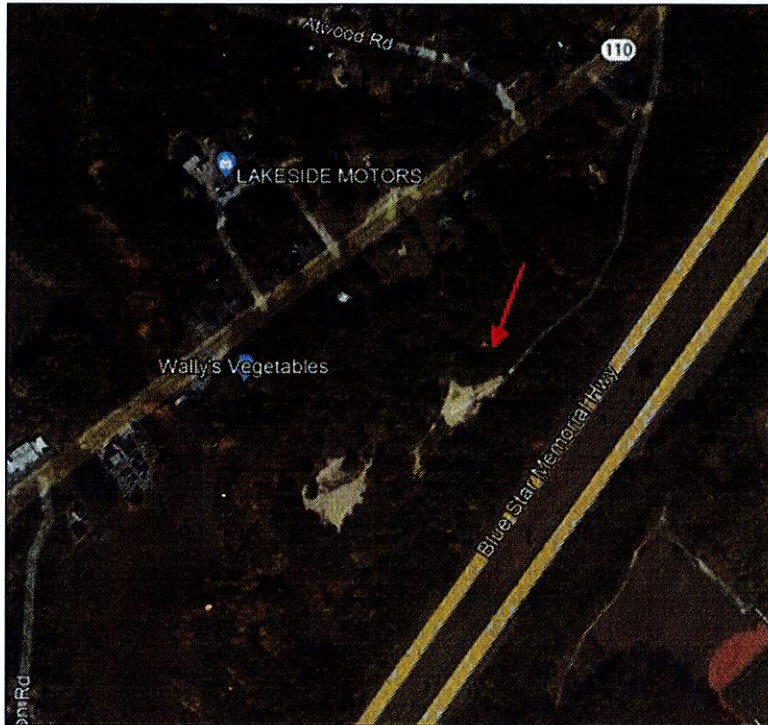
Address:	Seabrook Road, Salisbury
Grantor:	Cottage Advisors LLC
Grantee:	John P. Chasse
Sale Date:	7/16/2021
Title Reference:	Essex South Registry; Book 40089 Page 567
Rights Conveyed:	Fee simple
Financing:	All cash to the seller. No mortgage recorded.
Conditions of Sale:	None
Land Area:	2.5 acres
Zoning:	Residential 1
Map/lot:	Map 21/37
Topography:	Rolling, wooded upland abutting wetland at rear
Encumbrances:	None
Utilities:	Municipal water, private septic
Sales History:	No sale in the preceding 3 years
Highest and Best Use:	Low utility use
Sale Price:	\$25,000
Unit Price:	\$10,000 per acre
Verification:	Grantee and public records

Comments: This parcel is wooded upland abutting #46 Seabrook Road, and it was acquired by an abutter to "let it be." The buyer indicated that a nearby horse farmer was interested in buying it, and as it abuts his house lot he purchased it to protect his privacy. The parcel is landlocked, yet abutters at each side owned contiguous upland street frontage. Nearby land use is rural residential with many oversize house lots improved by a variety of dwelling sizes and ages, and some farm use. The neighborhood's rear woodland transitions into a large salt marsh.



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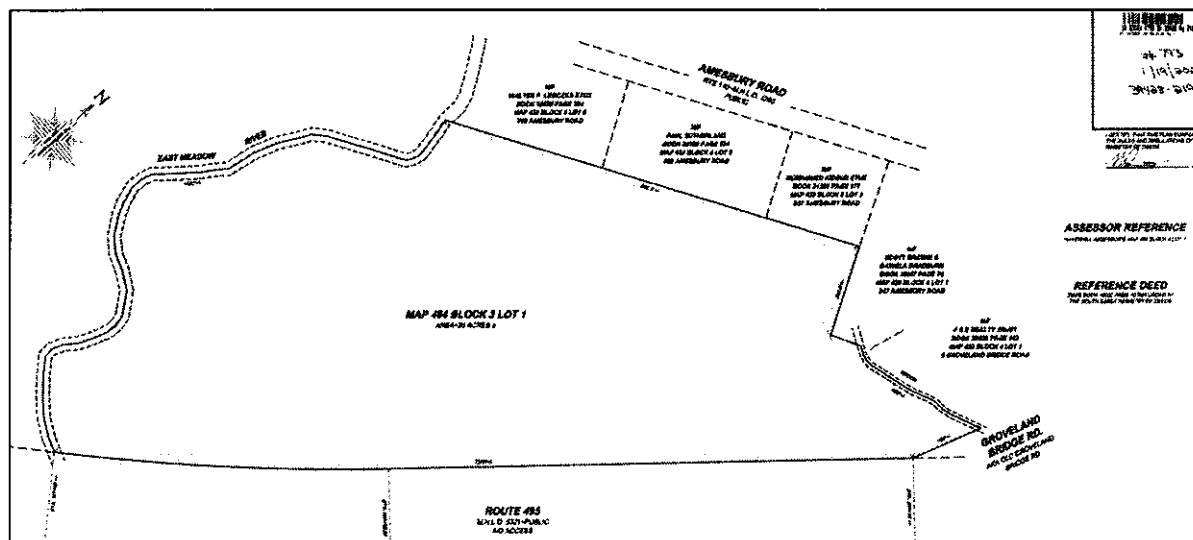
Land Sale 4

Address:	Groveland Bridge Road, Haverhill
Grantor	D & D Realty Trust
Grantee:	City of Haverhill
Sale Date:	1/27/2021
Title Reference:	Essex South Registry; Book 39428 Page 219
Rights Conveyed:	Fee simple
Financing:	All cash to the seller. No mortgage recorded.
Conditions of Sale:	Taking
Land Area:	25 acres
Zoning:	Residence A
Map/lot:	Map 464, Block 3, Lot 1
Topography:	Rolling, wooded upland
Encumbrances:	None
Utilities:	Electricity
Sales History:	No sale in the preceding 3 years
Highest and Best Use:	Low utility use
Sale Price:	\$272,000
Price Per Acre:	\$10,880
Verification:	Selling broker, and public records

Comments: This land consists of a wooded and rolling parcel of 80% upland with sandy soils located along Route 495 in a mostly residential neighborhood. The parcel has access from Groveland Bridge Road, which is paved until near the subject's frontage. The parcel was listed in the MLS for sale at \$299,900 and was placed under contract to the city based upon a

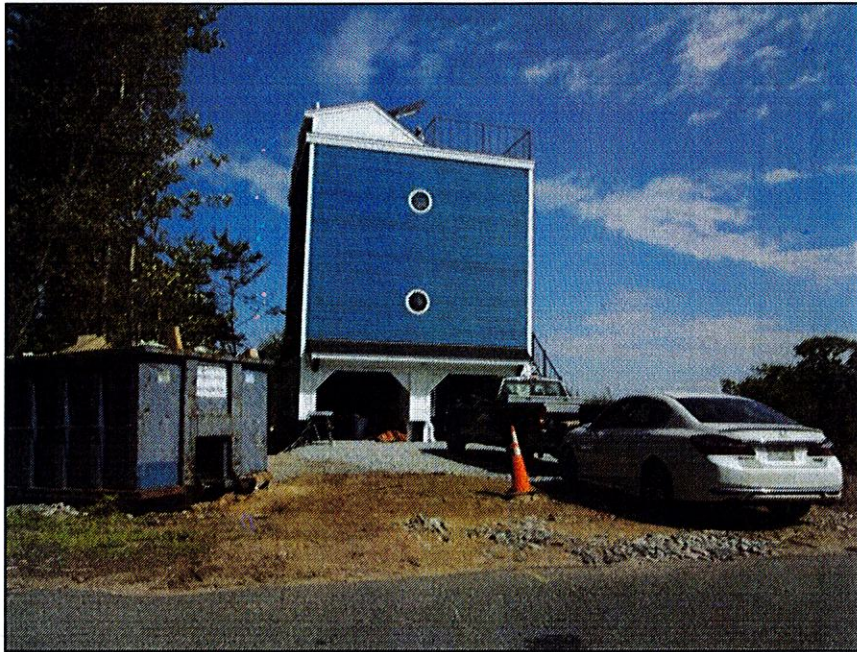
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negotiated price of \$272,000. The sale was recorded as a taking, which did not alter the price. The land was acquired for continued low intensity use, to protect the city's water supply. The city had the land surveyed prior to the acquisition. The plan of survey is shown below.



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Land Sale 5

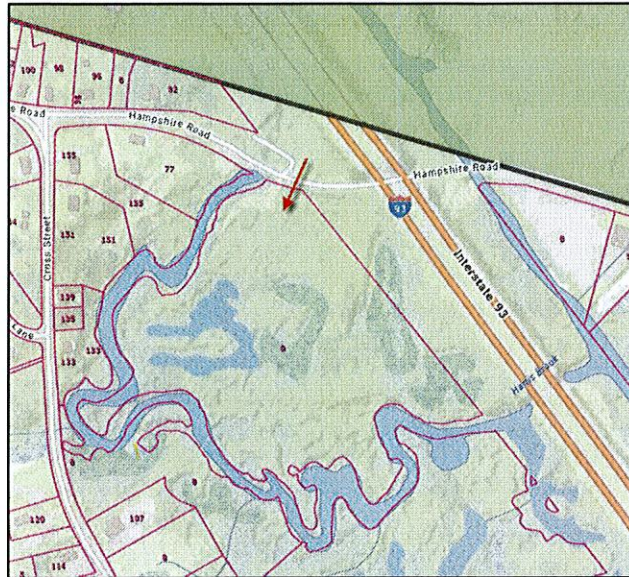
Address:	35 Old County Road, Salisbury
Grantor:	Laurie Dube and Shawn Robinson
Grantee:	Asmita Nepal
Sale Date:	8/25/2021
Title Reference:	Essex South Registry; Book 40209 Page 293
Rights Conveyed:	Fee simple
Financing:	All cash to the seller. No mortgage recorded.
Conditions of Sale:	None
Land Area:	7.1 acres
Zoning:	Residential 1 (90%) and Residential 2 (2 acres and 200', and 1 acre and 150')
Map/lot:	Map 28/36
Topography:	Nearly level, upland near road, then salt marsh
Encumbrances:	None
Utilities:	Municipal water and sewer
Sales History:	Non arm's length sale (family) \$100 in 2006
Highest and best use:	Low utility development use
Sale Price:	\$72,000
Price Per Acre:	\$10,141 per acre
Verification:	Selling broker and public records

Comments: This parcel contains a minor amount of upland along the road followed by salt marsh. The buyer obtained a wetland permit from the DEP to construct a 600 SF "container house." There is parking area on site near the road. The attraction was the view over the marsh, the distant view of the ocean that will be from the roof deck, and the proximity to Salisbury Beach. County Road land use is almost all single-family except for a capped landfill that appears as a small grass covered hill.



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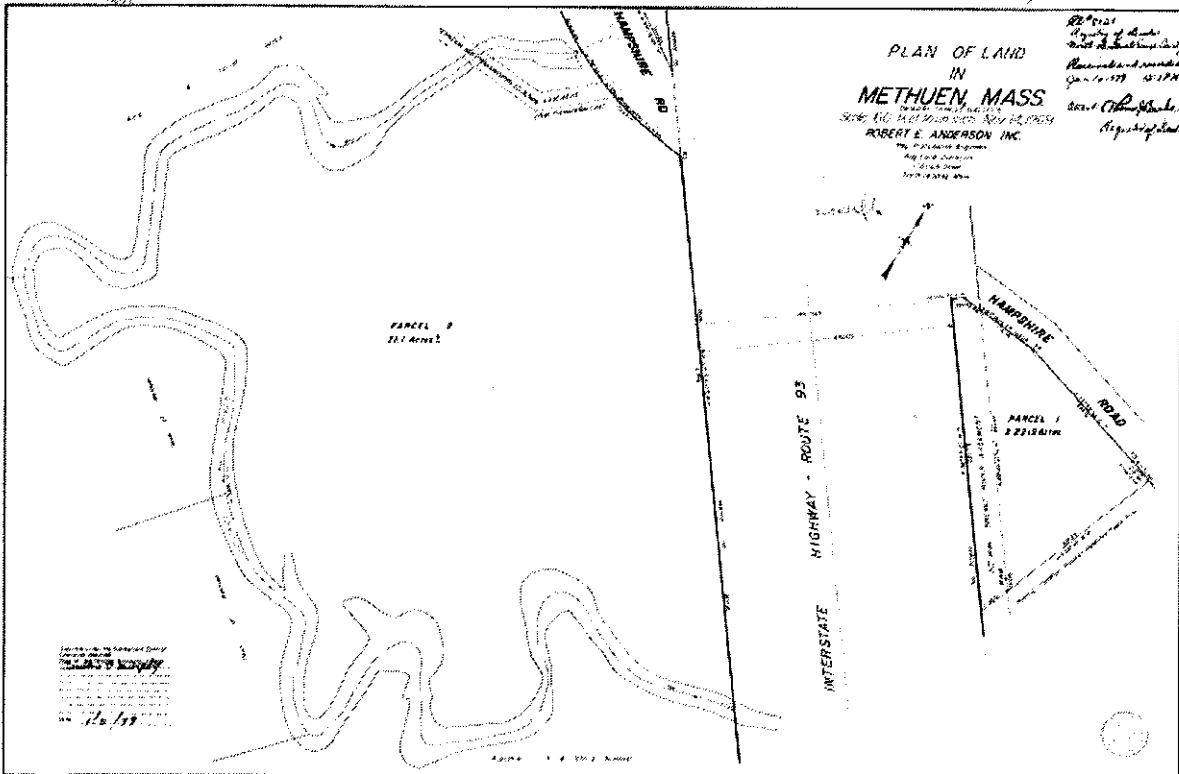


Land Sale 6

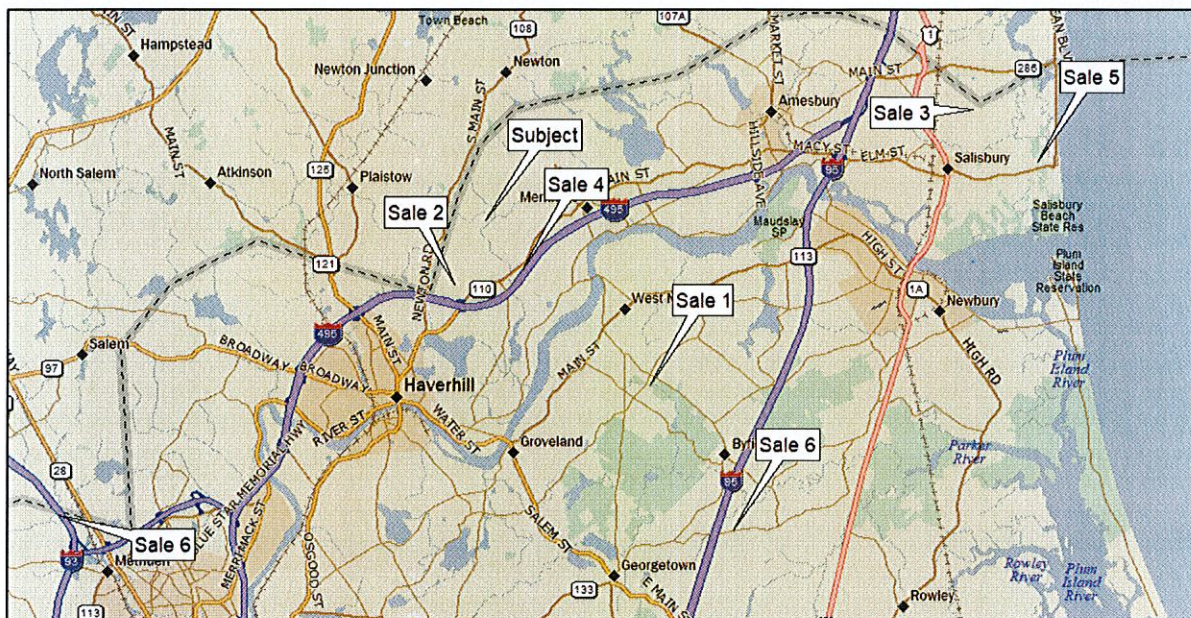
Address:	0 Hampshire Road, Methuen
Grantor:	Kirk C. Liponis
Grantee:	Tho Lee LLC
Sale Date:	8/12/2021
Title Reference:	Essex North Registry; Book 17079 Page 254
Rights Conveyed:	Fee simple
Financing:	All cash to the seller. No mortgage recorded.
Conditions of Sale:	None
Land Area:	21.1 acres
Zoning:	RR (Rural Residential)
Map/lot:	Map 410 Block 124 Lot 9
Topography:	Gently rolling, several feet below street grade, centrally located wetland and Spicket River frontage
Encumbrances:	A 30' wide gas easement near frontage
Utilities:	Electricity, and municipal water and sewer
Sales History:	No sales in the preceding 3 years
Highest and best use:	Low intensity development as one prospective house lot
Sale Price:	\$117,000
Price Per Acre:	\$5,545 per acre
Verification:	Selling broker and public records

Comments: This unimproved land fronts along a paved public road that contains all utilities. The neighborhood is thinly developed with single-family dwellings. The parcel is wooded and rolling several feet below street grade. The center of the parcel contains wetland and there is more along the extensive Spicket River frontage that forms its rear border. The broker reported that the buyer expects a future development of the parcel as one house lot. The parcel has dense brush and cordwood size trees. Marketed in the MLS, land took nearly two years to sell.

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Sales Location Map



Summary Grid of Residentially Zoned Low Utility Land Sales							
Sale	Address	Municipality	Acres	Utilities	Sale Date	Sale Price	Description
1	Middle St.	W. Newbury	4.62	e	2/26/2021	\$37,000	50/50 rolling woods and wetland.
2	Ann St.	Haverhill	5.00	none	5/22/2020	\$35,000	Hilly woodland. 10% wet.
3	Seabrook Rd.	Salisbury	2.50	none	7/16/2021	\$25,000	Rear woodland, abutting salt marsh.
4	Groveland Bridge Rd.	Haverhill	25.00	e	1/27/2021	\$272,000	Mostly (80%) wooded rolling upland.
5	35 Old County Rd.	Salisbury	7.1	e,w,s	8/25/2021	\$72,000	Mostly marsh lot for small house.
6	0 Hampshire Rd.	Methuen	21.1	e,w,s	8/12/2021	\$117,000	A mix of upland and wet.

I investigated a larger number of sales before selecting the preceding six as being most useful. All six sales were located in the northern portion of Essex County. The first three sales shared the subject's highest and best use of low utility use while lacking the element of highest use related to speculative development potential. The last three sales exhibited development potential that ranged from entirely speculative to speculative in intensity.

Unit of Comparison

I analyzed the sales using units of comparison of sale price per acre and sale price overall. Due to the importance of their development potential, I relied upon sale price overall in analysis of Sales 4 through 6.

Comparative Analysis

I made a quantitative adjustment for changes in market conditions, followed a qualitative ranking. In this process I considered the following elements of comparison.

- * Property rights conveyed
- * Financing
- * Conditions of sale
- * Expenditures made immediately after purchase
- * Market conditions (change)
- * Location
- * Physical characteristics
- * Economic characteristics
- * Legal characteristics
- * Non-realty components of value

Property rights conveyed in the sales and under appraisal are effectively fee simple as some sales had encumbrances that were found not to materially impact value. All sales were all cash to the seller without any mortgage recorded. No sales involved unusual conditions or atypical expenditures made immediately after purchase, and there were no non-realty components of value. The significant differences between the sales and the subject were in market conditions, location, and physical characteristics that impacted their use and speculative use profiles.

Market Conditions

Dwelling and lot prices have recently increased at a double digit rate. It has been my experience that prices of low utility land tend to change more slowly and to a lesser degree. I adjusted the sale prices for changes in market conditions at an average monthly rate of 0.33%; this equals an annual rate of 4%, which is the low end of the rates drawn from my examination of Multiple Listing Service (MLS) and Warren Group data.

Location

The MLS indicates that among the sales' different neighborhoods are dwellings of different values, occupied by residents that likely have different discretionary incomes to be put to acquiring low utility land. I also considered the presence of or lack of open space owned by private conservation entities in the sale neighborhoods versus the subject. Lastly, the subject's

environmental profile causes interest from the city, which is a favorable locational influence as it broadens the prospective buyer market.

Physical Characteristics

Based upon my examination of numerous land sales sharing the subject's and best use, upland tends to be more valuable than wetland, and small parcels tend to sell for more per acre than large ones. Parcels whose physical characteristics present even speculative value upside, like the subject, tend to sell for more than those that have none. Lastly, there may be some minor value from timber at the subject, which is not present at the sales, and I considered this in my reconciliation.

Sale 1

This sale's location is superior to the subject's neighborhood based on comparative dwelling and house lot prices. The parcel size is similar, yet half of it is wetland. I rated the land's other physical characteristics as inferior overall to the subject. This sale's price adjusted for changes in market conditions is \$39,457 or \$8,546 per acre. I concluded that as compared to the subject, this sale parcel and its price and price per acre are inferior to those likely to be achieved in a sale of the subject.

Sale 2

This sale's location is inferior to the subject neighborhood based upon comparative dwelling and house lot prices. The parcel size is similar. I rated the land's other physical characteristics as inferior to the subject, and as compared to the subject this sale property was inferior overall. This sale's price adjusted for changes in market conditions is \$38,398 or \$7,680 per acre. This price and price per acre are inferior to those likely to be achieved in a sale of the subject.

Sale 3

This sale's location is inferior to the subject neighborhood. The parcel size is smaller. I rated the land's other physical characteristics as inferior to the subject, and as compared to the subject this sale property was inferior overall. This sale's price adjusted for changes in market conditions is \$26,293 or \$10,517 per acre. This price and price per acre are inferior to those likely to be achieved in a sale of the subject.

Sale 4

This sale's location is inferior to the subject neighborhood due to its proximity to Route 495. The parcel size is larger and inferior on a per acre basis. I rated the land's other physical characteristics as superior to the subject as although it had some wetland, it had superior access. When the parcel's potential for economically feasible development is considered, its sale price adjusted for changes in market conditions of \$11,644 per acre and \$291,107 are concluded to be superior and much superior to those likely to be achieved in a sale of the subject.

Sale 5

This sale is in an average neighborhood of Salisbury, where lot and dwelling prices are slightly inferior to the subject's neighborhood. The parcel size is similar. The parcel is mostly salt marsh, a physically inferior characteristic. Although this sale's adjusted price of \$10,622 per acre is concluded to have been influenced by its development potential, development was not a certainty. The sale price adjusted for changes in market conditions of \$75,417 is concluded to be similar to that likely to be achieved in a sale of the subject.

Sale 6

This sale's location is inferior to the subject neighborhood based upon comparative dwelling and house lot prices, and also by virtue of its proximity to Route 93. The parcel size is larger, and although it contains wetland, it has superior access. Despite its low value per acre, when this parcel's superior potential for economically feasible development is considered, its sale price adjusted for changes in market conditions of \$122,719 is superior to that likely to be achieved in a sale of the subject.

My sales adjustments and qualitative ratings are summarized in the following grid.

Petersen LaChance Regan Pino, LLC
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Low Utility Land Sales Grid							
	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
Transaction Data:	Brandy Brow Rd. Haverhill	Middle St. West Newbury	Ann St. Haverhill	Seabrook Rd. Salisbury	Groveland Br.Rd. Haverhill	35 Old County Rd. Salisbury	0 Hampshire Rd. Methuen
Sale Price		\$37,000	\$35,000	\$25,000	\$272,000	\$72,000	\$117,000
Sale Price Per Acre		\$8,009	\$7,000	\$10,000	\$10,880	\$10,141	\$5,545
Date of Sale	11/8/2022	2/26/2021	5/22/2020	7/16/2021	1/27/2021	8/25/2021	8/12/2021
Property Data:							
Size - Acres	6.99	4.62	5.00	2.50	25.00	7.10	21.10
Type	100% upland	50% upland,	90% upland,	landlocked, rolling	80% rolling	90% marsh	65% treed/brush
Utilities	none	electric	none	woodland none	wooded upland e	10% upland e,w,s	upland e,w,s
Transaction Adjustments:							
Market Conditions (yrs.)		1.68	2.43	1.29	1.76	1.19	1.22
Adjustment (monthly and total)	0.333%	6.7%	9.7%	5.2%	7.0%	4.7%	4.9%
Adjusted Price		\$39,482	\$38,398	\$26,293	\$291,107	\$75,417	\$122,719
Adjusted Price Per Acre		\$8,546	\$7,680	\$10,517	\$11,644	\$10,622	\$5,816
Property Ratings:							
Location		superior	inferior	inferior			
Physical - Size		similar	similar	superior			
Physical - Upland/Wetland/Access		inferior	inferior	inferior			
Final Rating Adjusted Price Per Acre		inferior	inferior	inferior			
Development Potential		inferior	inferior	inferior	superior	similar	superior
Final Rating Adjusted Price Overall		inferior	inferior	inferior	much superior	similar	superior

Petersen LaChance Regan Pino, LLC

Real Estate Services

Sales 1 through 3 were low utility land sales that had no apparent or speculative development potential, and exhibited a fairly narrow range of sale prices adjusted only for changes in market conditions, of \$26,000 to \$40,000±. Although acquired by the city for water supply protection, at an adjusted price of \$291,107 Sale 4 had the superior characteristics of an economically developable parcel, albeit with an uncertain number of lots. At an adjusted price of \$75,417 Sale 5 had speculative potential for one house lot and a small scale dwelling. While the utility of a house lot is superior, this use was not assured. I rate this sale as similar overall. Sale 6 at an adjusted price of \$122,719 was believed by the buyer to have potential for one house lot and a typical size dwelling; however, with risk related to wetland. This sale remains superior to the subject.

Based upon sale price per acre, after adjustment for changes in market conditions, all sale prices were approximately \$6,000 to \$10,500 per acre. After considering that there may be some timber value at the subject and applying a value per acre at the upper end of this range, this value indication is reconciled to \$75,000, rounded.

Comparing based upon sale price overall, and considering the effect of development potential on the sale price, the subject's value should be similar to the adjusted price of Sale 5 of \$75,000±, below Sale 6 at \$122,700±, and well below Sale 4 at \$291,100±. This analysis supports a similar value indication, concluded to be \$75,000.

After analyzing the data as explained, I reconciled to a market value opinion for the subject of \$75,000.

Value Indication by Sales Comparison Approach

\$75,000

Reconciliation and Final Opinion of Value

The subject of this report is the 6.99 acres located along the unimproved portion of Brandy Brow Road. Development of the subject was shown to be economically infeasible.

The purpose of this appraisal is to provide my opinion of the market value of the property's fee simple interest. The intended use of the report is by my client.

I relied solely upon the Sales Comparison Approach in developing my opinion of market value. The sales were adequate. Therefore, I was able to make a reasonable analysis and reconcile the data to an adequately supported opinion of value.

As a result of the preceding analysis, and my knowledge and experience with various value factors considered pertinent thereto, it is my opinion that the subject's market value is as of November 8, 2022:

***** \$75,000 *****

(Seventy Five Thousand Dollars)

Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have not provided real estate appraisal services related to this property in the three years preceding my acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- William A. LaChance made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.



William A. LaChance, MAI, SRA

- As of the date of this report William A. LaChance has completed the continuing education program of the Appraisal Institute.

Assumptions and Limiting Conditions

The appraiser assumes:

1. That the subject property's estate as defined by this report is marketable and that the property is free and clear of all liens, encumbrances, easements and restrictions unless otherwise noted;
2. No liabilities legal in nature;
3. The property ownership and management are in competent, responsible hands;
4. That the property is not operating in violation of any applicable government regulations, codes, ordinances, or statutes. Any zoning variations and special permits currently in place are assumed to be available as of the date of value;
5. That there are no concealed or dubious conditions of the subsoil or subsurface waters, including water table and flood plain;
6. The appraiser personally inspected the subject property. When the date of inspection differs from the effective date of appraised value, the appraiser has assumed no material change in the condition of the property, unless otherwise noted in the report.

The following limiting conditions are submitted with this report and the estimated value of the subject as set forth in this appraisal is predicated on them.

1. All of the facts, conclusions and observations contained herein are consistent with information available as of the date of valuation. The value of real estate is affected by many related and unrelated economic conditions, both local and national. William A. LaChance, or Petersen LaChance Regan Pino, LLC, or affiliates, therefore assumes no liability for the effect on this subject property of any unforeseen precipitous change in the economy.
2. The valuation, which applies only to the property described herein, was prepared for the purpose and intended use so stated and should not be used for any other purpose or use.
3. The appraiser has made no survey of the property. Any and all maps, sketches, and site plans provided to the appraiser are presumed to be correct, but no guarantee is made as to their accuracy.
4. Any information furnished by others is presumed to be reliable and, where so specified in the report, has been verified, but no responsibility, whether legal or otherwise, is assumed for its accuracy nor can it be guaranteed as being certain. No single item of information was completely relied upon to the exclusion of any other information.

5. The signatories herein shall not be required to give testimony or attend court or appear at any governmental hearing with reference to the subject property, unless prior arrangements have been made.
6. Disclosure of the contents of this report is governed by the bylaws of the Appraisal Institute. Neither this report nor any portions thereof (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or the MAI or SRA designation shall be disseminated to the public through public means of communications without the prior written consent and approval of the appraisers and the firm which they represent.
7. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea-formaldehyde foam or asbestos insulations, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by the appraiser; nor do we have any knowledge of the existence of such materials on or in the property beyond checking for a DEP listing. We have not been provided with a site assessment report and have also not performed comprehensive independent investigations regarding the presence of toxic waste, asbestos, etc. The appraiser, however, is not qualified to detect such substances. The existence of urea-formaldehyde insulation or other potentially hazardous waste material may have an effect on the value of the property. The appraiser urges the client to retain an expert in this field if desired.
8. The appraiser did not ascertain the legal and regulatory requirements, except for zoning applicable to this project, including permits and licenses and other state and local government regulations. Further, no effort has been made to determine the possible effect on the subject property of present or future federal, state or local legislation or any environmental or ecological matters.

Addenda

Petersen LaChance Regan Pino, LLC

Real Estate Services

APPRAISER QUALIFICATIONS

WILLIAM A. LACHANCE, MAI, SRA

PLRP, LLC - 100 Conifer Hill Drive, Suite 104, Danvers, MA 01923 | (617) 522-0022 | wlachance@verizon.net

SUMMARY OF QUALIFICATIONS

William A. LaChance is a partner at Petersen LaChance Regan Pino, LLC, a real estate services firm established in 1994 with public, private, and institutional clients throughout New England. Mr. LaChance provides appraisal, consulting, and evaluation services involving rights in real estate for purchase or sale, financing, eminent domain, IRS reporting, and tax appeal. Land commonly analyzed includes tracts for residential subdivision and development, and parcels for commercial or industrial development. Improved properties analyzed include retail, office, industrial, and residential. Mr. LaChance has extensive subdivision, easement, or other partial-interest appraisal experience, as well as special purpose property experience concerning automobile dealerships, marinas, self-storage facilities, corridors, farmland, and contaminated sites.

Since 1990 Mr. LaChance has provided municipalities, various agencies of the Commonwealth, and the federal government with appraisals of real estate proposed for partial acquisition by eminent domain. Since 1984 Mr. LaChance has performed numerous appraisals and review appraisals before and after a transfer of development rights for the Commonwealth's Agricultural Preservation Restriction program, and also for submission to other state and federal agencies including the Internal Revenue Service. Among the many courses and exams successfully completed are the Uniform Appraisal Standards for Federal Land Acquisitions and ASFMRA Courses 380 & 390 concerning the review of appraisal reports.

PARTIAL LIST OF LARGE APPRAISAL ASSIGNMENTS

- Miles of natural gas pipeline easements through numerous properties in different ownerships
- A tax appeal concerning a 300,000 square foot office building
- A portfolio of 90+ parcels comprised of vacant land, strip retail, office, and industrial properties
- A large yacht club and function center of substantial operational complexity
- Market rent and market value of an oceanfront peninsula improved with 165 rental cottages
- A southeastern Massachusetts cranberry bog market study
- 1.1 million square feet of office and industrial space in 11 buildings on 265 acres
- 40 residentially zoned acres improved with a 10,000 square foot estate dwelling, before and after receipt of a Zoning Appeals Board decision that would allow commercial/office and multi-family development

EMPLOYMENT HISTORY

Hunneman Appraisal & Consulting Company, Boston, MA – Vice-President Performed diverse commercial, industrial, and residential property appraisal.	1986-1993
R.M. Bradley and Company, Inc. Boston, MA Commercial Property Appraiser and Real Estate Assessment Specialist	1982-1986
Robert J. Finnegan and Associates, Acton, MA Staff appraiser specializing in mass appraisal for Ad Valorem tax assessment.	1980-1982

EDUCATION

North Adams State College (now Massachusetts College of Liberal Arts), North Adams, MA B.S. in Business Administration	1976
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PROFESSIONAL DESIGNATIONS AND LICENSES

Member of Appraisal Institute since 1992 (MAI #9433), (2010 Chapter President)
Senior Residential Appraiser since 1988, (SRA #2266)
Certified General Appraiser since 1992, Massachusetts (License #497)
Real Estate Broker since 1979, Commonwealth of Massachusetts (License # 104087)

ADDITIONAL MEMBERSHIP

International Right of Way Association

COURT TESTIMONY

Mr. LaChance has qualified as an expert witness before the Appellate Tax Board of the Commonwealth of Massachusetts, Suffolk County Superior Court, Essex County Superior Courts at Lawrence and Newburyport, Norfolk County Probate Court, Middlesex County Superior Court, and U.S. District Courts in Worcester and Boston, Massachusetts.

Outstanding Deed of the Subject

1
23
Re: Rocks Village Haverhill

QUITCLAIM DEED

12/19/96 03:01 Inst 468
BK 13897 PG 326

I, Leo J. Serratore, of 4 Newburg Street, Haverhill, Massachusetts,

for consideration paid and in full consideration of One Dollar (\$1)

grant to The ^{Serratore} Limited Partnership, a Massachusetts Limited Partnership with a principal place of business at 4 Newburg Street, Haverhill, Massachusetts, with quitclaim covenants

All of my right, title and interest in the land and buildings thereon in Haverhill, Essex County, Massachusetts, being further described as follows:

Beginning at a bound by the highway leading from the Rocks Village in Haverhill to Plainow, N.H. and running northerly by land of Samuel Elliott to the old road (so called); thence by said old road to land set off for third to the widow Sukey Davis; thence westerly by land of said third about twenty (20) rods or far enough to make a right angle west line; thence southerly by land of said third to the first named road; thence westerly by said last mentioned road to the first mentioned bound.

Being the same premises conveyed to Leo J. Serratore by deed of Grace DiOrio, a/k and spelled as Deloro, Tony DiOrio, a/k and spelled as Deloro, and Mary DiOrio Iannallo, dated March 26, 1973, and duly recorded in the Essex South District Registry of Deeds, Book 3959, Page 719.

Consideration being less than \$100, there are no documentary stamps attached hereto.

WITNESS MY HAND AND SEAL, this 11th day of Dec., 1996.


Leo J. Serratore

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

December 1, 1996

Then personally appeared the above-named LEO J. SERRATORE, and acknowledged the foregoing instrument to be his free act and deed, before me


Notary Public: Ellen A. Petersen
My Commission expires: 03/03/2000

Preceding Deed

6K5959 PG719

We, Grace DiOrto, a/k/a and spelled as Deloro of 101 Birchwood Road, Methuen, Massachusetts, Tony DiOrto, a/k/a and spelled as Deloro of 14 Wildwood Road, Windham, New Hampshire and Mary DiOrto Innalfo of 101 Birchwood Road, Methuen, Massachusetts

of Essex County, Massachusetts, ~~delivered~~ for consideration paid ~~therein~~ and in full consideration of one thousand dollars (\$1,000.00)

we grant to Leo Serratore, of 4 Newburg Street, with quitclaim covenants ~~therein~~ R. P. D. #2, Haverhill, Massachusetts

All our rights, title and interest in and to a certain piece of Sprout land situated in Haverhill in said County of Essex and bounded as follows:

Beginning at a bound by the highway leading from the Rocks village in Haverhill to Plaistow, N. H. and running northerly by land of Samuel Elliott to the old road (so called); thence by said old road to land set off for third to the widow Sukey Davis; thence westerly by land of said third about twenty (20) rods or far enough to make a right angle west line; thence southerly by land of said third to the first named road; thence westerly by said last mentioned road to the first mentioned bound.

Being the same premises conveyed to John San Antonio of Methuen, Mass., Tommaso Deloro of said Methuen, and Antonio Ballo to said Methuen, by deed of George I. Davis dated June 23, 1920, recorded in the Essex South District Registry of Deeds, Book 2487, Page 166. Also being the same premises conveyed to Tommaso Deloro and Antonio Ballo, both of said Methuen, and by deed of John San Antonio of said Methuen, dated October 6, 1920 recorded in said Registry of Deeds, Book 2486, Page 315; and being the same premises conveyed by said Antonio Ballo to his share of the interest in said premises by deed to Leo Serratore of Haverhill, Massachusetts and recorded in said Registry of Deeds December 28, 1971 Book 5632, Page 333.

We, the grantors derive our title as heirs at law of our father, Tommaso Deloro who died widowed and in testate on February 3, 1935.

Here, Excise Stamp \$ 2.00 affixed and cancelled on back of this instrument

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~

Witness our hand and seal this 26th day of March 1973

Jean C. Campagna
Witness to all

Grace DiOrto
Tony DiOrto
Mary DiOrto Innalfo

The Commonwealth of Massachusetts

Essex ss

March 26, 1973

Then personally appeared the above named Grace DiOrto, Tony DiOrto, and Mary DiOrto Innalfo and acknowledged the foregoing instrument to be their free act and deed, before me:

Jean C. Campagna
Notary Public - State of Massachusetts

My commission expires May 14,

ESSEX SS. RECORDED Mar 28 1973 22 PAST 1 P.M. INST. # 91

(* Individual - John Tenney - Tenney in Context - Tenney by the Entity)

**Road Cost Estimate- 3,335' linear feet
(\$525'±)**

THE MORIN-CAMERON GROUP, INC.

25 Kenoza Avenue
Haverhill, MA 01830
p | 978.373.0310
w | www.morincameron.com

Proj. Name: Brandy Brow Road
Proj. No.: 4142
Prepared for: City of Haverhill
Date: 5/11/2022
Computed by: Eric Brown
Checked by: Scott Cameron, P.E.

Item Description	Est. Qty	Unit	Unit Price	Total Price
Mobilization	1	LS	\$10,000.00	\$10,000.00
Erosion control - Hay bale/ silt sock	4709	LF	\$11.68	\$55,001.12
Construction Entrance	150	TON	\$31.78	\$4,767.00
Land Clearing - Pull & Grind Stumps - Chip To Remain On Site	5.75	ACRE	\$4,672.98	\$26,869.64
Remove and stockpile loam - 6" depth/ thickness	4,638	CY	\$4.84	\$22,447.92
Reclaim Road	42,291	SF	\$5.00	\$211,455.00
Site Cuts	16080	CY	\$3.75	\$60,300.00
Site Fills to SG	2717	CY	\$4.29	\$11,655.93
Site Gravel (Use reclaimed material, import new)	4,657	CY	\$34.82	\$162,156.74
Pavement - Binder pave, Binder pave driveway aprons and finish pave roadway	8909	SY	\$17.74	\$158,045.66
Pavement Markings and signage	1	LS	\$3,000.00	\$3,000.00
Fine grade for loam	176256	SF	\$0.08	\$14,100.48
Screen loam - all loam required for entire site	3264	CY	\$7.12	\$23,239.68
Place loam from EOP to LOW	3264	CY	\$11.04	\$36,034.56
Hydroseeding	176256	SF	\$0.13	\$22,913.28
Erosion Control Matting/ Jute Blanket	49905	SF	\$0.56	\$27,946.80
Drainage	1240	LF	\$52.55	\$65,162.00
Infiltration Basin/ Ponds/ Swales	75697	SF	\$1.06	\$80,238.82
Utility Poles every 100'	33	EA.	\$5,000.00	\$165,000.00
Field engineering/ Field Layout/ ROW/ Monuments	480	HR	\$62.37	\$29,937.60
Proprietary treatment structure	2	EA.	\$15,000.00	\$30,000.00
Standard structure (DMH, SMH, CB)	10	EA.	\$6,000.00	\$60,000.00
Cape Cod Berm	1992	LF	\$7.00	\$13,944.00
Street lights (assumed 200' spacing)	16	EA.	\$5,000.00	\$80,000.00
Trees (assumed 50' spacing)	132	EA.	\$400.00	\$52,800.00
SWPPP Inspections	52	EA.	\$600.00	\$31,200.00
10% Contingency				\$145,821.62
10% Profit/ Overhead				\$145,821.62

Assumptions: No bedrock, no soil export, no water/ sewer, no natural gas, 6" existing subbase, 3.5" asphalt reclaimed, no prevailing wages

Subtotal \$1,458,216.23
Total \$1,749,859.47



8.1

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

Nov. 30, 2023

HAVERHILL CITY CLERK DEC 1 '23 AM 8:24

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Christine Webb, MAA
Assessor

All Entry Date range 11/01/2023 through 11/29/2023 for Abatements

Totals	Tax	Interest	Fees	Tax	Interest	Fee	Refund	Abate	Exemp	Adjust	Transfers
	Paid	Paid	Paid	Reversals	Reversals	Reversals	Reversals				
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.61	0.00	0.00	0.00
2021 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.61	0.00	0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.61	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.00	0.00	0.00	0.00
2022 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	693.98	0.00	0.00	0.00
2022 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	693.98	0.00	0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	731.98	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	211.00	0.00	0.00	0.00
2023 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	211.00	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,324.98	0.00	0.00	0.00
2023 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,324.98	0.00	0.00	0.00
2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,535.98	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	399.00	0.00	0.00	0.00
2024 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	399.00	0.00	0.00	0.00
2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	399.00	0.00	0.00	0.00
Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,727.57	0.00	0.00	0.00
Total All Charges								7,727.57			

Total All Charges: Add all columns except Adjustments.



Haverhill

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

December 1, 2023

Re: Ward 1, Precinct 1 Polling Location

HAU CITY CLERK DEC 1 '23 4:14 PM

82

Dear President Jordan and Members of the City Council,

I am requesting approval to change the polling location for Ward 1, Precinct 1. Currently, Ward 1, Precinct 1 is housed at Consentino Middle School. However, the construction to build a new Consentino Middle School will begin in 2024, rendering the location unusable. I request to move the polling location to Somebody Cares at 358 Washington St.

Moving the location to Somebody Cares will help to mitigate any traffic or congestion issues with the ongoing construction. Further, Somebody Cares is building a brand new handicapped ramp, which will be ready in time for our election cycle.

I request your approval of this designated polling location change.

Respectfully submitted,

Kaitlin M. Wright

City Clerk



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

8.2.1

ORDERED:

That the following location is hereby established as a Polling Place for all elections in 2024, in accordance with Chapter 54, Section 24 of the Massachusetts General Laws:

Ward 1 Precinct 1 Somebody Cares – 358 Washington St

Hearing December 19
2023

WR#30758569- Walnut Street

Questions contact - Veasna Eang – 978-995-4819

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:

Walnut Street - National Grid to install 2 JO poles beginning at a point approximately 350 feet East of the centerline of the intersection of Locust Street and Walnut Street and continuing approximately +/- 12 feet in a North direction. National Grid to install pole 3-50 +/- 350' East and +/- 12' North of the centerline of Locust St. & Walnut St. Anchor/guy to be placed +/- 5' North of pole 3-50. Install pole 4-50 +/- 50' East of pole 3-50. NGrid to install overhead primary from pole 2 to pole 4-50. JO poles to be installed in the public way to facilitate apartment building at 66 Emerson Street, Haverhill.

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 – Walnut Street - Haverhill, Massachusetts.

No.# 30758569

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

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

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

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.

BY _____
Manager / Right of Way

9.1

HAV CITY CLERK OCT30/23 AM1105



October 24, 2023

WR# 30758569-Walnut Street

HAV CITY CLERK 00130/23 RM1185

To the City of Haverhill, Massachusetts

To Whom It May Concern:

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

**WR# 30758569 – Walnut Street
Install 2 JO poles # 3-50, # 4-50
Walnut Street, Haverhill, MA**

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

Veasna Eang 978-995-4819

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

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

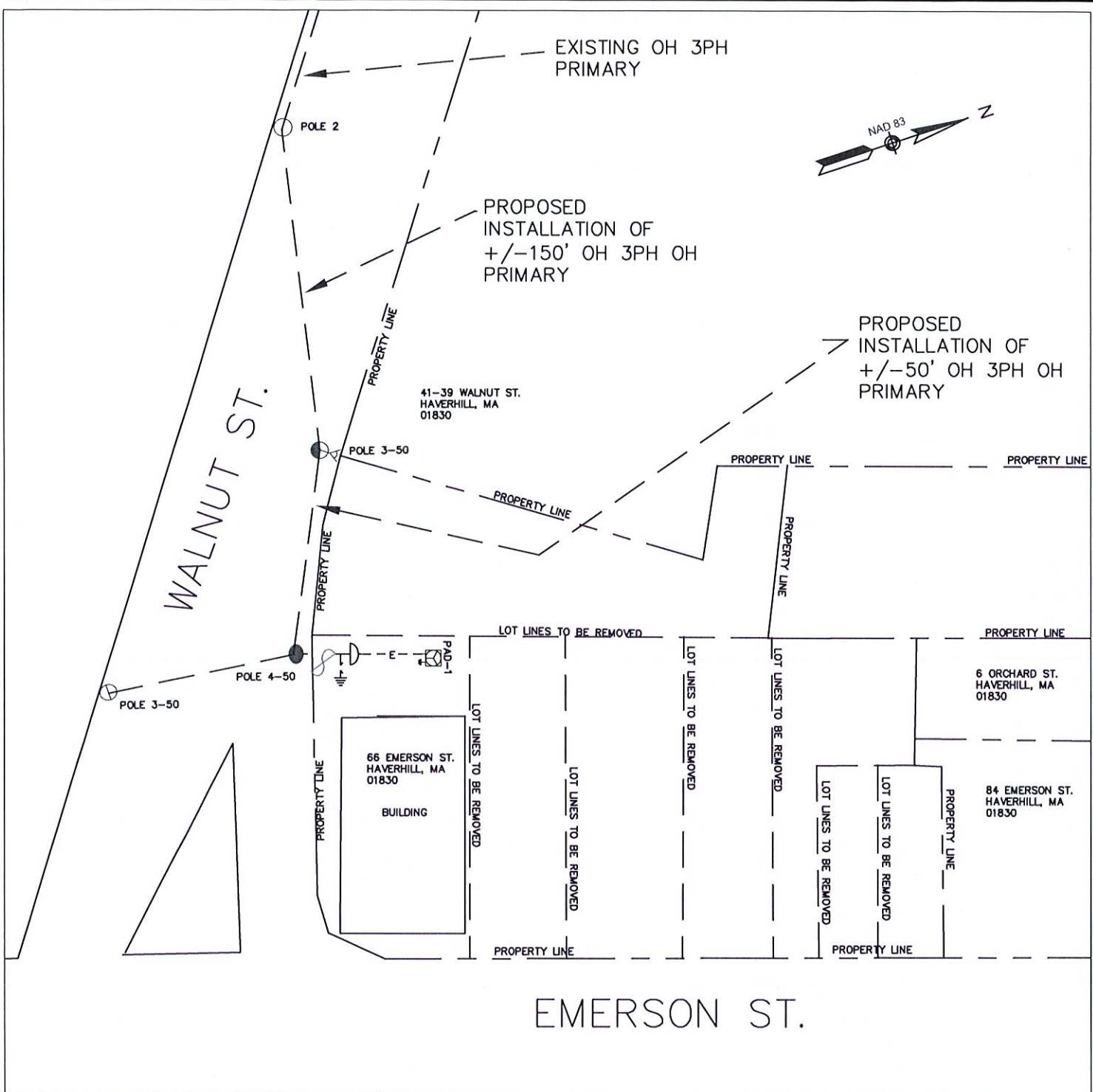
National Grid: Jennifer Iannalfo, 1101 Turnpike Street; North Andover, MA 01845
978-725-2308.

Very truly yours,

Dave Johnson

Dave Johnson
Supervisor, Distribution Design

Enclosures



OVERHEAD POLE PETITION

● Proposed J.O Pole Location W/ Anchor Guy

① Existing J.O. Pole Locations

● Proposed J.O. Pole Locations

Nationalgrid to install pole 3-50 +/-350' east and +/- 12' north of CL of Locust St and Walnut St. anchor/guy to be placed +/- 5' north of pole 3-50, Nationalgrid to install pole 4-50 +/- 50' east of pole 3-50. Nationalgrid to install overhead primary from pole 2 to pole 4-50.

DISTANCES ARE APPROXIMATE

nationalgrid
And
Verizon New England, Inc.

Date: 8/21/2023

Work Request Number: WR#30758569

To Accompany Petition
Dated:

To The: Town Of Haverhill

For Proposed: JO Pole: 3-50 4-50 Location: Walnut St

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

11.2.1

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

November 27, 2023

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


RE: City Clerk Appointment – Kaitlin Wright

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

Please be advised that I hereby reappoint Kaitlin Wright, 17 Belvidere Road, Haverhill, as Haverhill City Clerk.

I certify that in my opinion Kaitlin Wright is an appropriate person to serve the City in this capacity based on her unique qualifications in the areas of education, training, and experience. I make this reappointment solely in the interest of the City of Haverhill. This reappointment is effective immediately and expires on December 31, 2024.

Very truly yours,



James J. Fiorentini
Mayor

JJF/lyf

mayors_admin

11, 3, 1

From: docsam@aol.com
Sent: Monday, November 27, 2023 11:15 AM
To: wmlaliberty@gmail.com; docsam@aol.com; jessicawin1@yahoo.com; phwy1@yahoo.com; alan.foucault@verizon.net; vetsm@comcast.net
Cc: Mayor; Lisa Ferry; Andrew Herlihy; Fire Chief; ken@plumislandkayak.com; paziz@harbortours.com
Subject: Happy Holidays/Merry Christmas to Everyone!

Happy Holidays/Merry Christmas to All.....

Just to let you all know; it has been a pleasure working with all of you over the years recently, as well as during the earlier years starting in 2004. Mayor Jim Fiorentini formed the Haverhill Harbor Commission at the outset of his Administration to showcase Haverhill's greatest asset, the Merrimack River.

It has been an honor and privilege to have served under Mayor Fiorentini's leadership, and I will miss the fun opportunities I enjoyed as the Chairman of the group since the outset.

I have notified the Mayor that as of December 1, 2023, that I will no longer be Chairman of the HHC, as well as a member. He is also aware that we are in need of at least two new members at the present time.

My best to all!

Sam Amari, Jr.

11,3,2

10 Tanglewood Park Dr
Haverhill, MA 01830

James Fiorentini, mayor
City of Haverhill
4 Summer St.
Haverhill, MA 01830



Letter of resignation.

By: _____

Dear Jim,

It has been my pleasure to have served on the Haverhill Cultural Council for the past few years.

However, it is with regret, because of health issues (two recent spine surgeries), that I feel it is best for me to resign my position on the Council. I have had to miss too many meetings and therefore feel that I cannot contribute to the efforts and endeavors of the Cultural Council in any meaningful manner, at this time.

Thank you very much for my appointment. Thank you, as well, for your twenty years of service to our city - a job well done!

Sincerely yours,
Nail Flewelling
Nail Flewelling

11.10.21

Coin-Operated Amusement Device License · Add to a project

Expiration Date

Active

Request Changes
(/#/explore/request-changes/164084)

AMUS-23-2



Details

Submitted on Nov 9, 2023 at 2:32 pm



Attachments

0 files



Activity Feed

Latest activity on Nov 9, 2023



Applicant

Anne DeCosta



Location

1314 MAIN ST, Haverhill, MA 01830



View ▼

Edit Workflow



Coin-Operated Amusement Device Payment

Paid Nov 28, 2023 at 10:39 am



City Clerk Approval

Completed Nov 28, 2023 at 10:40 am



Police Department Approval

In Progress

Completed





City of Haverhill, MA

Dec 1, 2023

AMUS-23-2

Police Department Approval

Coin-Operated Amusement Device License

Status: Complete

Became Active: Nov 28, 2023

Assignee: Kevin Lynch

Completed: Nov 28, 2023

Applicant

Anne DeCosta
comeaupost4@comcast.net
1314 Main Street
Haverhill, MA 01830
978-857-2360

Primary Location

1314 MAIN ST
Haverhill, MA 01830

Owner:

CITY OF HAVERHILL PUBLIC PROPERTY DEPT
4 SUMMER ST HAVERHILL, MA 01830



City Council Approval
Review



Coin-Operated Amusement Device Permit Issued
Document

Details

Applicant Information

[Edit](#)

Business Name*

The American Legion Post 4

Type of Business*

Corporation

Applicant Birthday*

11/09/2023

Type of Device*

Coin-Operated Machine

Number of Machines*

2

Are Machines Operated on Sundays?*

Yes

Vendor Information

[Edit](#)

Vendor Name*

Action Jackson

Vendor Phone*

781-324-1000

Vendor Address*

83 Broadway - Route 99

Vendor City*

Malden

Vendor State*

MA

Vendor Zip*

02148

Agreement & Signature

Edit



City of Haverhill, MA

11/28/2023

AMUS-23-2

Coin-Operated
Amusement Device

License

Status: Active

Submitted On: 11/9/2023

Primary Location

1314 MAIN ST
Haverhill, MA 01830

Owner

CITY OF HAVERHILL PUBLIC
PROPERTY DEPT
SUMMER ST 4 HAVERHILL,
MA 01830

Applicant

Anne DeCosta

978-857-2360

* comeaupost4@comcast.net

 1314 Main Street
Haverhill, MA 01830**Applicant Information****Business Name***

The American Legion Post 4

Type of Business*

Corporation

Applicant Birthday*

11/09/2023

Type of Device*

Coin-Operated Machine

Number of Machines*

2

Are Machines Operated on Sundays?*

Yes

Vendor Information**Vendor Name***

Action Jackson

Vendor Phone*

781-324-1000

Vendor Address*

83 Broadway - Route 99

Vendor City*

Malden

Vendor State*

MA

Vendor Zip*

02148

Agreement & Signature

Yes*



For Office Use Only

Effective Date

—

Attachments

History

Date	Activity
11/9/2023, 2:29:08 PM	Anne DeCosta started a draft of Record AMUS-23-2
11/9/2023, 2:32:50 PM	Anne DeCosta submitted Record AMUS-23-2
11/28/2023, 10:39:56 AM	completed payment step Coin-Operated Amusement Device Payment on Record AMUS-23-2
11/28/2023, 10:39:57 AM	approval step City Clerk Approvalwas assigned to Maria Bevilacqua on Record AMUS-23-2
11/28/2023, 10:40:22 AM	altered payment step Coin-Operated Amusement Device Payment, changed sequence from "1" to "0" on Record AMUS-23-2
11/28/2023, 10:40:36 AM	Maria Bevilacqua approved approval step City Clerk Approval on Record AMUS-23-2

Date	Activity
11/28/2023, 10:40:37 AM	approval step Police Department Approvalwas assigned to Kevin Lynch on Record AMUS-23-2

Timeline

Label	Activated	Completed	Assignee	Due Date
✓ City Clerk Approval	11/28/2023, 10:39:57 AM	11/28/2023, 10:40:36 AM	Maria Bevilacqua	-
💰 Coin-Operated Amusement Device Payment	11/9/2023, 2:32:51 PM	11/28/2023, 10:39:56 AM	Anne DeCosta	-
✓ Police Department Approval	11/28/2023, 10:40:36 AM	-	Kevin Lynch	-
✓ City Council Approval	-	-	-	-
📄 Coin-Operated Amusement Device Permit Issued	-	-	-	-

11.10.2.2

Coin-Operated Amusement Device License · Add to a project

**Expiration Date**

Active

Request Changes

(/#/explore/request-changes/164824)



AMUS-23-4

**Details**

Submitted on Nov 22, 2023 at 11:50 am

**Attachments**

0 files

**Activity Feed**

Latest activity on Nov 27, 2023

**Applicant**

Colleen Amedure

0

**Location**

7 PARKRIDGE RD, Bradford, MA 01835



View ▼

Edit Workflow

**Coin-Operated Amusement Device Payment**

Paid Nov 22, 2023 at 11:52 am

**City Clerk Approval**

Completed Nov 22, 2023 at 2:18 pm

MB

**Police Department Approval**

Completed Nov 27, 2023 at 1:14 pm

KL





City Council Approval
In Progress



Coin-Operated Amusement Device Permit Issued
Document

Police Department Approval



Complete ▾

Complete

Assignee

 Kevin Lynch

Due date

 None

This step was assigned to Kevin Lynch - Nov 22, 2023 at 2:18 pm
Kevin Lynch approved this step - Nov 27, 2023 at 1:14 pm



City Council Approval
Review



Coin-Operated Amusement Device Permit Issued
Document

Details

Applicant Information

Edit

Business Name*

GLS Associates, Inc.

Type of Business*

Corporation

Applicant Birthday*

12/17/1958

Type of Device*

Coin-Operated Machine

Number of Machines*

8

Are Machines Operated on Sundays?*

Yes

Vendor Information

Edit

Vendor Name*

Red Dog Enterprises, LLC

Vendor Phone*

603-432-8747

Vendor Address*

3 Robin Road

Vendor City*

Derry

Vendor State*

NH

Vendor Zip*

03038

Agreement & Signature**Edit**

Under penalties of perjury, I state that all of the above statements are true. I understand that any false information on this application may be cause for denial or revocation of my Application for Tax Abatement.



City Council Approval
Review



Coin-Operated Amusement Device Permit Issued
Document

Location

PRIMARY LOCATION

The main location associated with this record.

7 PARKRIDGE RD

Bradford, MA 01835

765-1-2-7

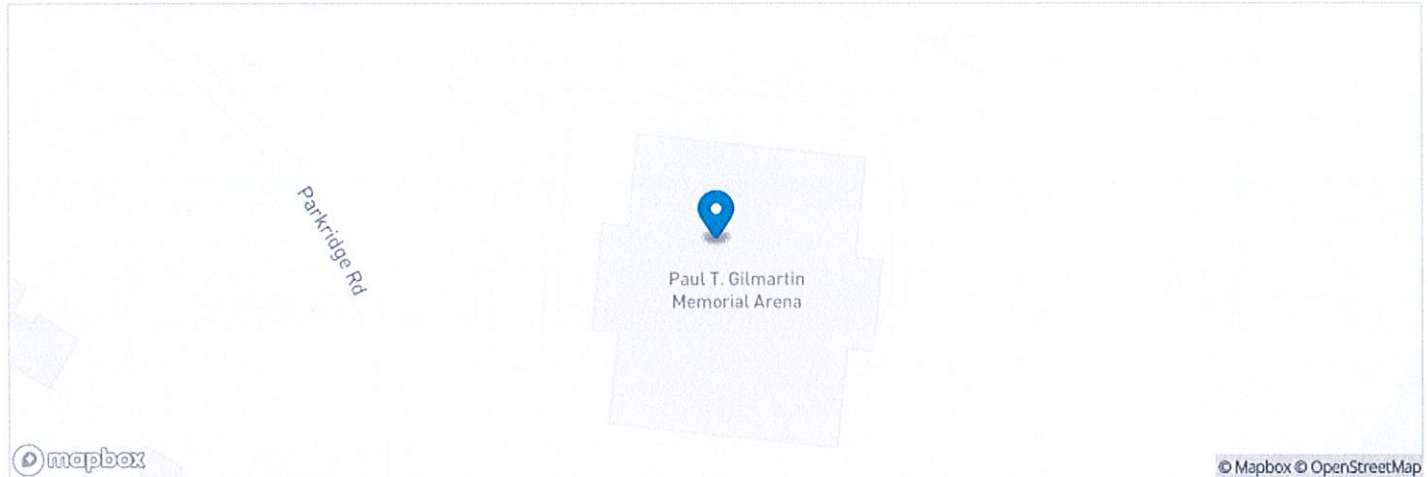
[View Location](#)



FLOOD

FIRE ALARM REPORT EXPIRES 2/28/24

SPRINKLER REPORT EXPIRES 4/24/24



Property Owner Information (for this record)

Name

FROST REALTY ASSOCIATES III

Email Address

--

Phone Number

--



Document

CITY OF HAVERHILL

In Municipal Council

12.1

Ordered:

That the Mayor being is hereby authorized to take such actions as are necessary to accept a gift of \$3,000.00 from Covanta for the purposes of decorating the Central Business District for the Christmas holiday.

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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

November 30, 2023

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

**RE: Order Authorizing Mayor to Accept \$3,000.00 Gift from Covanta for Central
Business District Christmas Decorations**

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

Please see attached an order authorizing Mayor Fiorentini to accept a gift of \$3,000.00 from Covanta to pay for Central Business District Christmas decorations. I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of fifty thousand dollars (\$50,000.00) be transferred from Salaries & Wages-Wastewater (6010040.1.0442.5110) to Sewer Assessment & Inspection (6010040.1.0442.5310).

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

November 30, 2023

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

RE: Order to transfer \$50,000.00 from Salaries & Wages-Wastewater Account to Sewer Assessment & Inspection Account

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

Please see attached an order to transfer \$50,000.00 from Salaries & Wages – Wastewater Account to the Sewer Assessment & Inspection Account to pay to clean, inspect and assess the condition of our sewer lines. I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



Related
Communication

Haverhill

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

November 30, 2023

To: The Honorable James J. Fiorentini
Mayor of Haverhill

From: Robert E. Ward *REW*
DPW Director

Subject: Request for Transfer of Wastewater Funds

I am writing to request the transfer of fifty thousand dollars (\$50,000.00) from the account "Salaries & Wages-Wastewater" (6010040.1.0442.5110) to the account "Sewer Assessment & Inspection" (6010040.1.0442.5310).

This transfer will be used to pay for costs related to cleaning, CCTV inspection, and assessment of sewer lines. Sewer line cleaning and inspection is required by the Consent Decree the City entered into with the U.S. Department of Justice, USEPA, and MassDEP. We expect this transfer will cover these costs for the remainder of the fiscal year.

Please find attached the necessary Order for City Council approval regarding this transfer.

Should you require further information or have any queries, feel free to contact me at extension 2328 or via email at rward@haverhillwater.com.

Thank you for your prompt attention to this matter.

cc: Angel A. Perkins, City Auditor/Finance Director, aperkins@cityofhaverhill.com
Yenise Rozon, CMMC, Treasurer/Collector, yrozon@cityofhaverhill.com
Patricia J. Martel, Deputy Finance Director, pmartel@cityofhaverhill.com
Allana J. McOskey, WWTP Finance/Project, ajmcoskey@haverhillwater.com



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

12.3

ORDERED:

That the sum of one hundred and fifty thousand dollars (\$150,000.00) be transferred from Health Insurance (6010050.1.0910.5170) to Water Supply Expenditures (3111024.1.0000.5001) in the amount of seventy-five thousand dollars (\$75,000.00) and Legal Fees & Consultant (6010050.1.0453.5306) in the amount of seventy-five thousand dollars (\$75,000.00).

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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

November 30, 2023

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

RE: Order to transfer \$150,000.00 from Health Insurance Account to Water Supply Expenditures Account

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

Please see attached an order to transfer \$150,000.00 from Health Insurance Account to Water Supply Expenditures Account to pay for ongoing engineering and permitting work related to the Merrimack River water supply project. I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



Related communication

Haverhill

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

November 30, 2023

To: The Honorable James J. Fiorentini
Mayor of Haverhill

From: Robert E. Ward *REW*
DPW Director

Subject: Request for Transfer of Water Funds

I am writing to request the transfer of one hundred and fifty thousand dollars (\$150,000.00) from the account "Health Insurance" (6010050.1.0910.5170) to the following accounts:

Transfer To	Line Item	Amount
Water Supply Expenditures	3111024.1.0000.5001	\$75,000.00
Legal Fees & Consultant	6010050.1.0453.5306	\$75,000.00

The transfer to Water Supply Expenditures is vital for the ongoing engineering and permitting work related to the Merrimack River water supply project. The additional funds for Legal Fees & Consultant will pay for legal fees and engineering services related to dam inspections, regulatory issues, water system capacity analysis for development, etc.

Please find attached the necessary Order for City Council approval regarding this transfer.

Should you require further information or have any queries, feel free to contact me at extension 2328 or via email at rward@haverhillwater.com.

Thank you for your prompt attention to this matter.

cc: Angel A. Perkins, City Auditor/Finance Director, aperkins@cityofhaverhill.com
Yenise Rozon, CMMC, Treasurer/Collector, yrozon@cityofhaverhill.com
Patricia J. Martel, Deputy Finance Director, pmartel@cityofhaverhill.com
Allana J. McOskey, WWTP Finance/Project, ajmcosker@haverhillwater.com



Document

CITY OF HAVERHILL

In Municipal Council

12.4

Ordered:

That in accordance with General Laws, Chapter 44, Section 64, authorize the payment of bill(s) of the previous years and to further authorize the payment from current year departmental appropriations as listed below:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Weston & Sampson Engineers	3,200.00	Engineering
Boston Systems & Solutions, LLC	415.00	Highway Dept
MGT Consulting	4,053.75	Legal Dept

Reg # 2463417

Tax ID No: 04-2601194

INVOICE

PLEASE MAKE CHECKS PAYABLE TO:

Weston & Sampson Engineers, Inc.

Weston & Sampson
ENGINEERS, INC.

55 Walkers Brook Drive, Suite 100, Reading, MA 01867
westonandsampson.com Tel: 978.532.1900

John Pettis, III
City Engineer
HAVERHILL, CITY OF
Engineering Department
4 Summer Street
Haverhill, MA 01830

May 19, 2023

Project No: ENG23-0212

Invoice No: 5230233

Project: ENG23-0212 HAVERHILL-FRYE POND DAM UNSAFE FOLLOW UP
INSPECTIONS- FY2023

Professional Services through April 30, 2023
Fee

Description	Contract % Amount To Date	Work To Date	Amount Billed To Date	Previously Billed	This Inv. Billed
PHASE A FOLLOW UP INSPECTIONS 2023	6,400.00	50.00	3,200.00	0.00	3,200.00
Total Fee	6,400.00		3,200.00	0.00	3,200.00

Total Fee

TOTAL THIS INVOICE

3,200.00

3,200.00

66100 SD 1.0410.5306
Legal & Consulting

INVOICE

Invoice Number: IN23H439
Invoice Date: Jun 30, 2023
Page: 1

Boston Systems & Solutions, LLC

1 Red Oak Drive Unit D
Plaistow, NH 03865
978-469-0002
www.bsscorp.com

Bill To:

Haverhill DPW
500 Primrose Street
Haverhill, MA 01830

Ship to:

Haverhill DPW
500 Primrose Street
Haverhill, MA 01830

Customer ID	Customer PO	Payment Terms	
Haverhill DPW	DPW	Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
D'Ambrosio	Hand Deliver	6/30/23	7/10/23

Quantity	Item	Description	Unit Price	Amount
1.00		HP Color LaserJet Pro M255dw w/ Auto Duplex, 22 PPM, 256 MB Memory and 2.7 Touchscreen.	415.00	415.00
1.00		For Nicole Gray		

Please remit all payments to:
Boston Systems & Solutions
1 Red Oak Drive Unit D
Plaistow, NH 03865

Subtotal	415.00
Sales Tax	
Total Invoice Amount	415.00
Payment/Credit Applied	
TOTAL	415.00

We appreciate your business. Call BSS for all of your IT needs.

0155.5871

Law Office



Invoice

55137

Date: 10/30/2023

Payment Terms: Net 30

Due Date: 11/29/2023

PO number:

Bill To:

City of Haverhill
40 South Porter Street
Haverhill, MA 01835

Please remit electronic payments to:

ACH Routing Number: 072000326
SWIFT Code: CHASUS33
Account Number: 952915533
Account Name: MGT of America Consulting, LLC
Bank Name: JPMorgan Chase
Bank Address: New York, NY 10017

Project: FSG | FY23 | City of Haverhill | CIF Study - FY21a | MA

Description	Quantity	Rate	Amount
Haverhill CIF Study 22.25 hours during June 2023 - see attachment for detailed hours by person and task.	1	\$4,053.75	\$4,053.75

SubTotal: \$4,053.75

Tax: \$0.00

Total: \$4,053.75

Company Confidential

Remit To:

P.O. Box 735759
Chicago, IL 60673-5759
813-327-4717
arinv@mgtconsulting.com

Overnight Courier Remit To:

JPMorgan Chase
Attn: MGT OF AMERICA CONSULTING LLC &
735759
131 S Dearborn, 6th Floor Chicago, IL 60603

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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

November 30, 2023

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

RE: FY2023 Bills

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

Attached, please find an order to pay bills from the previous fiscal year:

Vendor	Amount	Account
Weston & Sampson Engineers	\$ 3,200.00	Engineering Dept.
Boston Systems & Solutions, LLC	\$ 415.00	Highway Department
MGT Consulting	\$ 4,053.75	Legal Department
TOTAL	\$ 7,668.75	

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/lyf

CITY COUNCIL

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



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

CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843
DOCUMENTS REFERRED TO COMMITTEE STUDY

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
34-P	Communication from Councillor Sullivan requesting a discussion regarding the disposal of cremated remains on public property	NRPP	3/17/20
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
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
50-U	President Barrett and Vice President LePage request discussion about composting options	Citizens Outreach	5/18/21
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
5-F	Councillor Michitson request study between Mayor and City Council budgetary powers	Citizens Outreach	1/25/22

5-W	Communication from Councillor Sullivan and Councillor Lewandowski to discuss Atherton Housing parking needs downtown.	NRPP	4/5/22
118-G	Communication from Vice President Michitson to send to develop city policies to incentivize Building & business park developers to use sustainable & environmentally friendly practices.	Planning & Dev	10/25/22
78-A	Communication from Mayor Fiorentini to send Zoning amendments to committee for review. Motion by Councilor Rogers to send to A&F, second Councilor Sullivan.	A&F	10/31/23