



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, October 19, 2021 at 7:00 PM

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

In-Person/Remote Meeting

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

- 1. OPENING PRAYER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES OF PRIOR MEETING**
- 4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**
- 5. COMMUNICATIONS FROM THE MAYOR:**
- 6. COMMUNICATIONS FROM COUNCILLORS TO INTRODUCE AN INDIVIDUAL(S) TO ADDRESS THE COUNCIL:**
 - 6.1. Council President Barrett requests to introduce Tammy Dobrosielski to speak about *Wreaths Across America* at Hilldale Cemetery
 - 6.2. Councillor Jordan requests to introduce Rich Rosa and members of the Haverhill Unified basketball team to give an update on their program
 - 6.3. Councillor Michitson requests to introduce Haverhill Firefighter Ryan Fairbanks to address registry for citizens with handicap conditions that might hamper their evacuation in emergency situations
 - 6.4. Council Vice President LePage requests to introduce Dolores Bowles to discuss pedestrian safety issues at the intersections of Lakeside st, Kenoza av and Concord st
 - 6.5. Council Vice President LePage requests to introduce Lewie Alfano to discuss the operational, personnel and capital budgeting software solution programs along with the transparency reporting program offered by ClearGov
- 7. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28**
- 8. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES:**
 - 8.1. Abatement report from Christine Webb, Assessor for month of September 2021
 - 8.2. Petition from Robert Ward, Deputy DPW Director requesting Hearing for Proposed Zoning Amendment to Chapter 255 of City Code with related Ordinance
 - 8.2.1. Ordinance re: Water Supply Protection Overlay District **File 10 days**
Refer to Planning Board and City Council Hearing with dates to be determined
- 9. UTILITY HEARING(S) AND RELATED ORDER(S):**
 - 9.1. Document 88; petition from Mass Electric Co dba National Grid and Verizon NE requesting joint pole location for new solar field at 1050 Hilldale av; Plan 26652472
 - 9.1.1. Document 88-B; Order – grant joint pole location 1050 Hilldale av



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10. HEARINGS AND RELATED ORDERS:

10.1. Document 38-C; Petition from Andre Colon, True House Cannabis LLC requesting Hearing for a Zoning Amendment for 25 Bond st, an industrial location in the Ward Hill section of City, to include cannabis cultivation, for the production of cannabis not to be sold to the public only to licensed cannabis establishments

10.1.1. Document 38-CC; Ordinance re: Zoning – Licensed Marijuana Establishments Overlay Zone (LMEOW) Amend Code to include 25 Bond st to permit Licensed Marijuana Establishments – No Retail Sales

Filed August 11 2021

Unfavorable recommendation from Planning Board and Planning Director

11. APPOINTMENTS:

11.1. Confirming Appointments:

Haverhill Park Foundation

11.1.1. Mayor Jim Fiorentini, 4 Summer st, Room 100
Councillor Tom Sullivan, 77 Longview st
Vinny Ouellette, Director of Human Services, 10 Welcome st
Cheryl Salvi, 139 South Elm st
Tom Wylie, 185 Salem st

To Be Confirmed

11.2. Non-Confirming Appointments :

Haverhill Reprecincting Committee Appointments

State Representative Andy Vargas
Allison Heartquist, Mayor's Chief of Staff
Andrew Herlihy, Director, Community Development Block Grant Office
Bill Cox, Haverhill City Solicitor
Charles Ethier, Haverhill Assistant City Engineer
Jeannette Stearns, Haverhill Board of Registrars
Linda Koutoulas, Haverhill City Clerk
Melinda Barrett, President, Haverhill City Council
Patrick Driscoll, Haverhill Board of Registrars
Tara Lynch, Haverhill Senior Engineering Aide
Veronica Pare, Haverhill Board of Registrars
Ryan G. Lambert, Haverhill
Bill Ryan, 16 Concord Street, Haverhill

11.3. Resignations:

12. PETITIONS:

12.1. Petition from Jenny Sasso and Lucia Guambo requesting the use of *Columbus Park* for an event October 24th, 12 to 2 pm to promote their business

12.2. Applications Handicap Parking Sign: with police approval

12.3. Amusement/Event Applications:

12.4. Auctioneer License:



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12.4.1. Stephen Cyr - sale of Antiques at 415 River st, Sunday, October 24th; 11 am to 4 pm *pending updated Auctioneer license has police approval*

12.5. **Tag Days:**

12.6. **One Day Liquor License:**

12.7. **Annual License Renewals:**

12.7.1. **Hawker Peddlers License 2021 - Fixed location**

12.7.2. **Coin-Op License Renewals 2021**

12.7.3. **Drainlayer License for 2021 -with City Engineer approval**

12.7.4. **Christmas Tree Vendor:**

12.7.4.1. Charles Hibbert for 297 Lincoln av; November 24th to December 24th, Monday – Sunday, 9 am to 9 pm

12.7.4.2. Joseph Michaud/*Haverhill Elks* for 24 Summer st; November 12th to December 25th; Monday – Friday, 1 to 9 pm and Saturday & Sunday 8 am to 9 pm *Both have Police approval*

12.7.5. **Taxi Driver Licenses for 2021:**

12.7.5.1. Karen Fryns, 7 Richmond st (*renewal*) *has Police approval*

12.7.5.2. Denise Gingras, 7 Kenoza av (*new*) *denied by Police Dept*

12.7.6. **Taxi License**

12.7.7. **Junk Dealer License**

12.7.8. **Pool Tables**

12.7.9. **Sunday Pool**

12.7.10. **Bowling**

12.7.11. **Sunday Bowling**

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

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

12.7.14. **Pawnbroker license**

12.7.15. **Fortune Teller**

12.7.16. **Buy & Sell Old Gold**

12.7.17. **Roller Skating Rink**

12.7.18. **Sunday Skating**

12.7.19. **Exterior Vending Machines**

12.7.20. **Limousine/Livery License/Chair Cars:**



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13. MOTIONS AND ORDERS:

- 13.1. Order – Transfer \$1,680 from Capital Budget to the Capital Account (3417215)
Dog Pound repairs in order to purchase Dog Kennels
- 13.2. Order – Authorize Mayor to execute a certain Modification Agreement which provides that the City shall indemnify Leemilt's Petroleum, Inc as to obligations set forth in a deed modification
- 13.3. Order - Authorize Mayor to file Articles of Organization for the Haverhill Park Foundation, Inc with the Secretary of the Commonwealth and any documents necessary to effectuate the above assignment
Related communication from City Solicitor, William Cox Jr.

14. ORDINANCES (FILE 10 DAYS)

- 14.1. Ordinance re: Vehicles and Traffic; Add Handicap parking 99 ½ Blaisdell st
File 10 days

15. COMMUNICATIONS FROM COUNCILLORS:

- 15.1. Councillor Michitson and Council President Barrett request an update on the City's progress on development agreement with SiFi Networks for new Fiber Network in City
- 15.2. Councillor Joseph Bevilacqua requests to recognize the month of October as *Italian Heritage and Culture Month* with accompanying Proclamation and recognize the achievements, accomplishments, culture and contributions of Italian immigrants and their descendants to our City, State and Country

16. UNFINISHED BUSINESS OF PRECEDING MEETING

- 16.1. Document 92-G: Councillor Daly O'Brien requests a discussion regarding providing shaded areas in our City playgrounds

17. RESOLUTIONS AND PROCLAMATIONS

- 17.1.1. Proclamation – October, *Italian-American Heritage and Culture Month*

18. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

- 18.1. Councillor LePage submits minutes and recommendations of the Administration & Finance Committee meeting held on August 4, 2021 for acceptance and discussion. Items discussed were Document 58-M/20 Hale Hospital Trust Funds; Document 86-S Approval of projects within the Waterfront District; Document 40-Q Parking space requirements and new business regarding Inclusionary Zoning

19. DOCUMENTS REFERRED TO COMMITTEE STUDY

20. LONG TERM MATTERS STUDY LIST

21. ADJOURN

CITY COUNCIL

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



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

6.11

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

September 21, 2021

To: President and Members of the City Council:

Council President Barrett requests to introduce Tammy Dobrosielski to speak about *Wreaths Across America* at Hilldale Cemetery.

Melinda Barrett /ab

City Council President Melinda Barrett

{10/19/2021 meeting}

6.2

CITY COUNCIL

MELINDA E. BARRETT
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COLIN F. LePAGE
VICE PRESIDENT
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October 13, 2021

To: President and Members of the City Council:

Councillor Jordan requests to introduce Rich Rosa and members of the Haverhill Unified basketball team to give an update on their program.



City Councillor Timothy Jordan

(meeting 10/19/21)

6.3

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October 15, 2021

To: President and Members of the City Council:

Councillor Michitson wishes to introduce Haverhill Firefighter Ryan Fairbanks to address registry for citizens with handicapped conditions that might hamper their evacuation in emergency situations.



City Councillor John Michitson

(meeting 10/19/21)

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6.4

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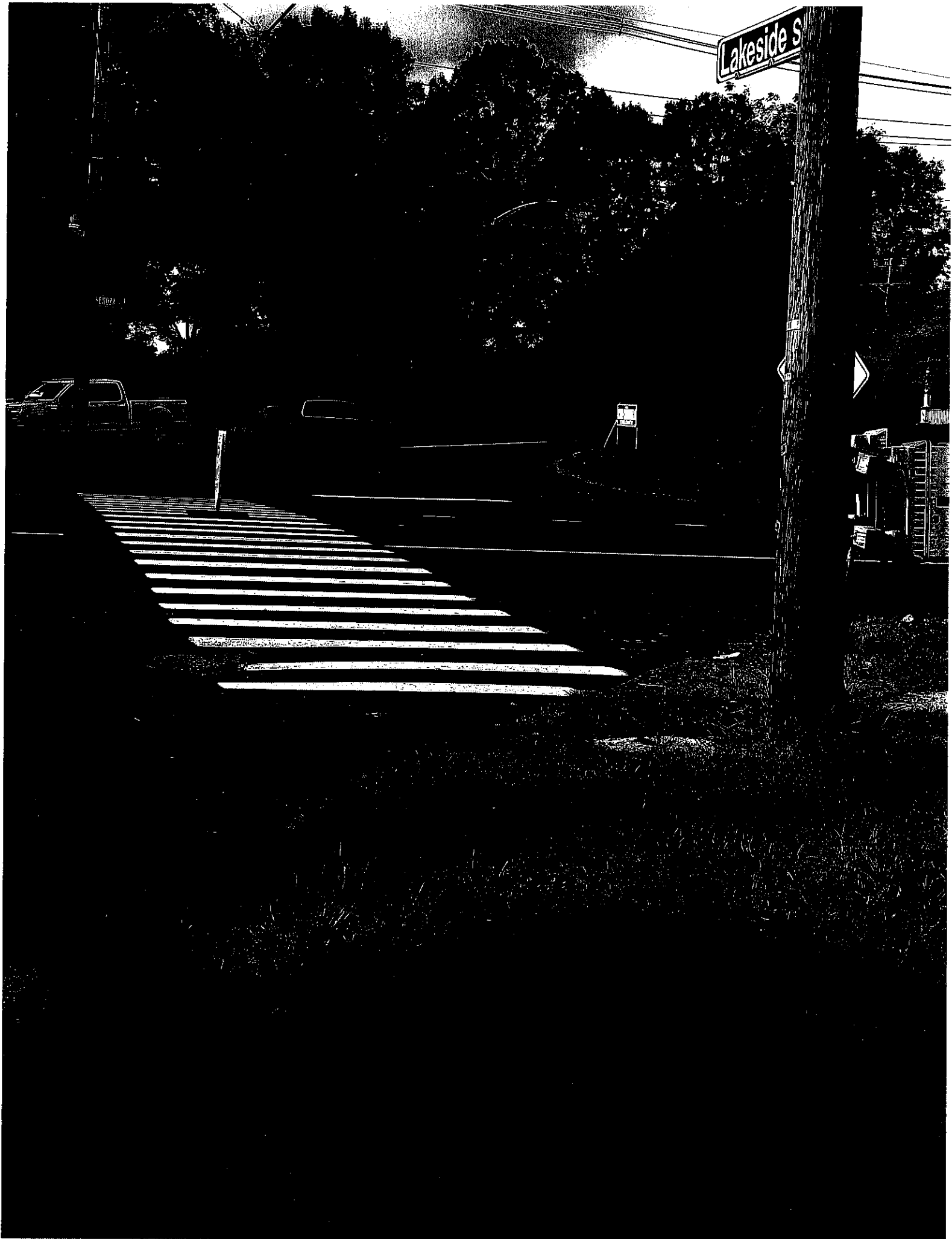
October 15, 2021

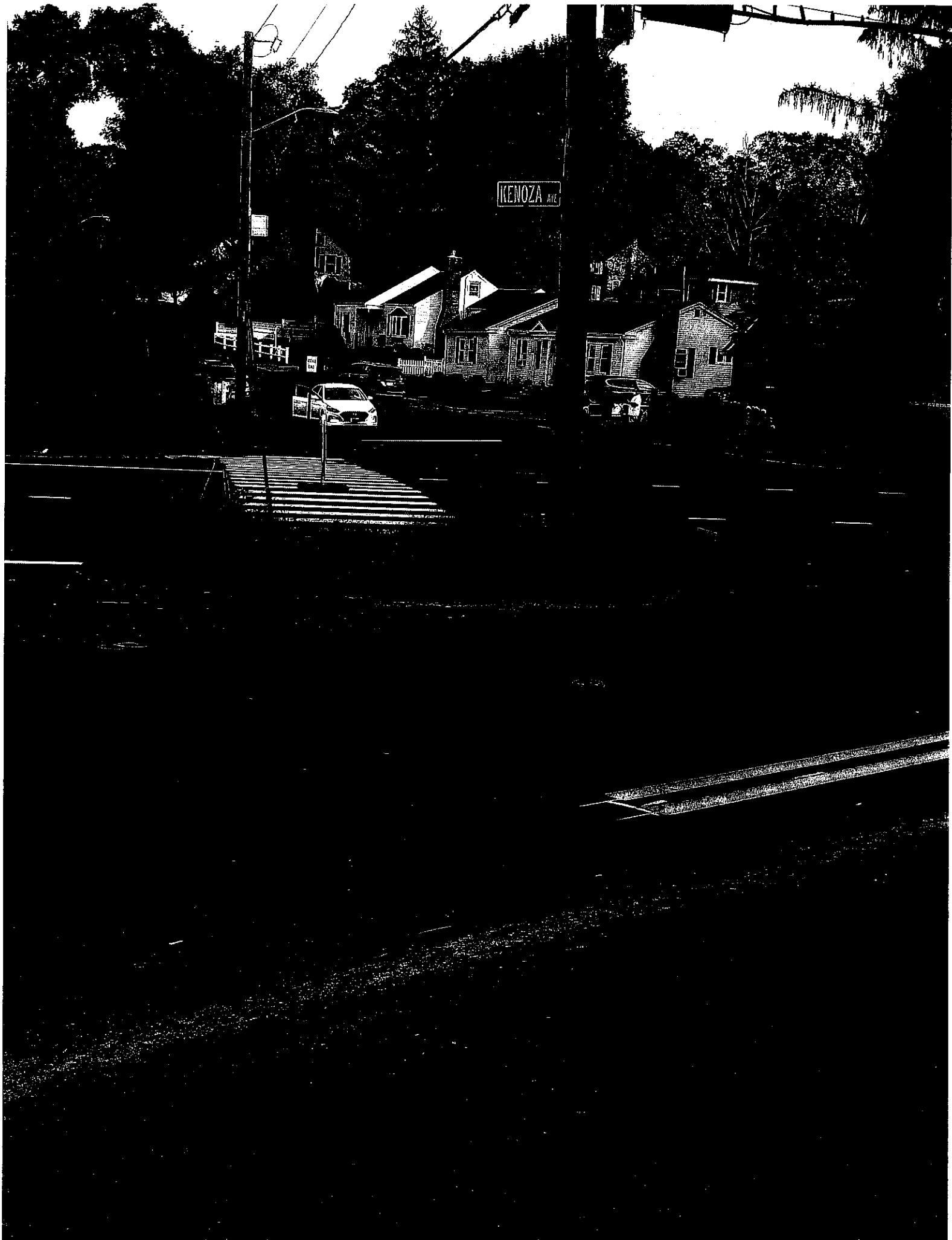
To: President and Members of the City Council:

Council Vice President LePage requests to introduce Dolores Bowles to discuss pedestrian safety issues at the intersections of Lakeside St, Kenoza Ave and Concord St.


City Council Vice President Colin LePage

(meeting 10/19/2021)





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615

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October 15, 2021

To: President and Members of the City Council:

Council Vice President LePage requests to introduce Lewie Alfano to discuss the operational, personnel and capital budgeting software solution programs along with the transparency reporting program offered by ClearGov.


City Council Vice President Colin LePage

(meeting 10/19/2021)



8.1

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

2021 OCT 10 PM 02:42 FAX 07740

Oct. 4, 2021

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Christine Webb, MAA
Assessor

Transaction Summary All Years

City of Haverhill

All Entry Date range 09/01/2021 through 09/30/2021 for Abatements

Totals	Tax		Interest		Fees		Tax		Interest		Fee		Refund		Abate	Exemp	Adjust	Transfers
	Paid	Interest Paid	Paid	Interest Reversals	Paid	Fees Reversals	Paid	Tax Reversals	Paid	Interest Reversals	Paid	Fee Reversals	Paid	Refunds Reversals				
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.58	0.00	0.00	0.00
2019 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.58	0.00	0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.58	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	356.95	0.00	0.00	0.00
2020 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	356.95	0.00	0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	356.95	0.00	0.00	0.00
Boat Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.09	0.00	0.00	0.00
2021 Boats	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.09	0.00	0.00	0.00
Motor Vehicle Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,425.01	0.00	0.00	0.00
2021 Motor Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,425.01	0.00	0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,472.10	0.00	0.00	0.00
Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,868.63	0.00	0.00	0.00
Total All Charges															19,868.63			

Total All Charges: Add all columns except Adjustments.



Refer to Planning Dept TBD
Council Hearing: TBD
Haverhill

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

Date: October 6, 2021

To: The Honorable James J. Fiorentini
Mayor of Haverhill

From: Robert E. Ward *REW*
Deputy DPW Director

Subject: Proposed Amendment to Chapter 255 of the City Code
An Ordinance Related to Water Supply Protection Overlay District

Enclosed for review and approval is a proposed City Council Document to amend Chapter 255 of the City Code. The purpose of this amendment is to facilitate updates to the Water Supply Overlay Protection District (WSPOD) map to ensure its accuracy in depicting the watershed areas of the City's public drinking water supplies.

The Water Supply Overlay Protection District is delineated on a map referenced in the City Code entitled "Water Supply Protection Districts" dated July 2015 on file with the City Clerk. While reviewing a couple of projects recently, we noticed the WSPOD map referenced in the City Code incorrectly shows the watershed boundary in some locations.

Because watershed maps are developed using large-scale topographic maps, there are occasions when actual conditions may vary enough to justify modifying the watershed map. The proposed amendment to the City Code would require the City Engineer to maintain the WSPOD map under the direction of the Water Division. The new ordinance language will allow the map to be adjusted as needed to reflect actual field conditions that are encountered from time to time.

If the proposed amendment is acceptable, I will submit it to the City Clerk to be placed on the City Council agenda.

If you need additional information, please call me at extension 2382.

Enclosures

Cc: Michael K. Stankovich, Director of Public Works, mstankovich@cityofhaverhill.com
William D. Cox, Jr. City Solicitor, billcoxlaw@aol.com
William Pillsbury, Eco Dev & Plan Director, WPillsbury@cityofhaverhill.com
John H. Pettis, III, City Engineer, jpettis@cityofhaverhill.com
Robert E. Moore, Jr. Enviro Health Tech, RMoore@CityofHaverhill.com
John A. D'Aoust, WTP Facility Manager, jdaoust@haverhillwater.com



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

File 10 DAYS

8.2.11

ORDERED: **MUNICIPAL ORDINANCE**

CHAPTER 255

**AN ORDINANCE RELATING TO WATER SUPPLY
PROTECTION OVERLAY DISTRICT**

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 255, as amended, is hereby amended as follows:

By deleting the words "dated July 2015" in §9.2.3:

By inserting the following at the end of §9.2.3:

"The Water Supply Protection District map shall be maintained by the City Engineer under the direction of the Water Division."

By deleting the words "dated July 2015" from the definition of Delineation of Water Supply Protect Overlay District in §11.0.

APPROVED AS TO LEGALITY

City Solicitor

For Hearing

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

October 14, 2021

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

RE: Proposed Amendment - An Ordinance Related to Water Supply Protection Overlay District

Dear Madame President and Members of the Haverhill City Council:

Please find attached an ordinance to amend Chapter 255 of the City Code relative to our Water Supply Protection Overlay District. The purpose of this amendment is to facilitate updates to the Water Supply Overlay Protection District maps. Also attached is a letter from Bob Ward, Deputy DPW Director, with further explanation and support of this change to Chapter 255 of the City Code. This ordinance needs to be kept on file for 10 days. I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

2021-09-21
98

Hearing October 19, 2021

Questions contact Stefanie Steeves 978-725-1159

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Haverhill, Massachusetts

2021 SEP 21 5PM 10:47
911

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:

Hilldale Ave. - National Grid to install (1) JO pole 120-2 on Hilldale Ave. beginning at a point approximately 83 feet southerly from existing pole 120 Hilldale Ave.; in line with existing pole line in order to provide electric service to new solar field at 1050 Hilldale Ave.

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 – Hilldale Ave. - Haverhill, Massachusetts.

26652472

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.

IN CITY COUNCIL: September 21 2021
VOTED: that COUNCIL HEARING BE HELD
OCTOBER 19 2021

Attest:

City Clerk

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

BY _____
Engineering Department

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

CITY OF HAVERHILL



City Clerk's Office

Date: September 22, 2021

To: "Abutters/Interested Party" Hybrid Hearing 978-374-2328

Pole Location: 1050 Hilldale av Joint Pole

Notice is hereby given under Ch 166 of MGL and amendments thereto, of the application to the City Council of

Applicant: Mass Electric d/b/a National Grid of North Andover for a location and its poles and wires thereon, and the necessary supporting and strengthening fixtures and wires in

Location: 1050 Hilldale av

Plan: 26652472 Questions: Stefanie Steeves 978-7251159

and the Room 202 of the City Council, City Hall, and the

Date: October 19 2021

Time: 7:00 pm

are the place and time fixed for hearing said company and all parties interested in said applications.

By order of the City Council

City Clerk

88-B

9.11.1

Verizon

Questions contact – Stefanie Steeves 978-725-1159

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Haverhill, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 9th day of August 2021.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Hilldale Ave. - Haverhill, Massachusetts.

26652472 Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Hilldale Ave. - National Grid to install (1) JO pole 120-2 on Hilldale Ave. beginning at a point approximately 83 feet southerly from existing pole 120 Hilldale Ave.; in line with existing pole line in order to provide electric service to new solar field at 1050 Hilldale Ave.

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.

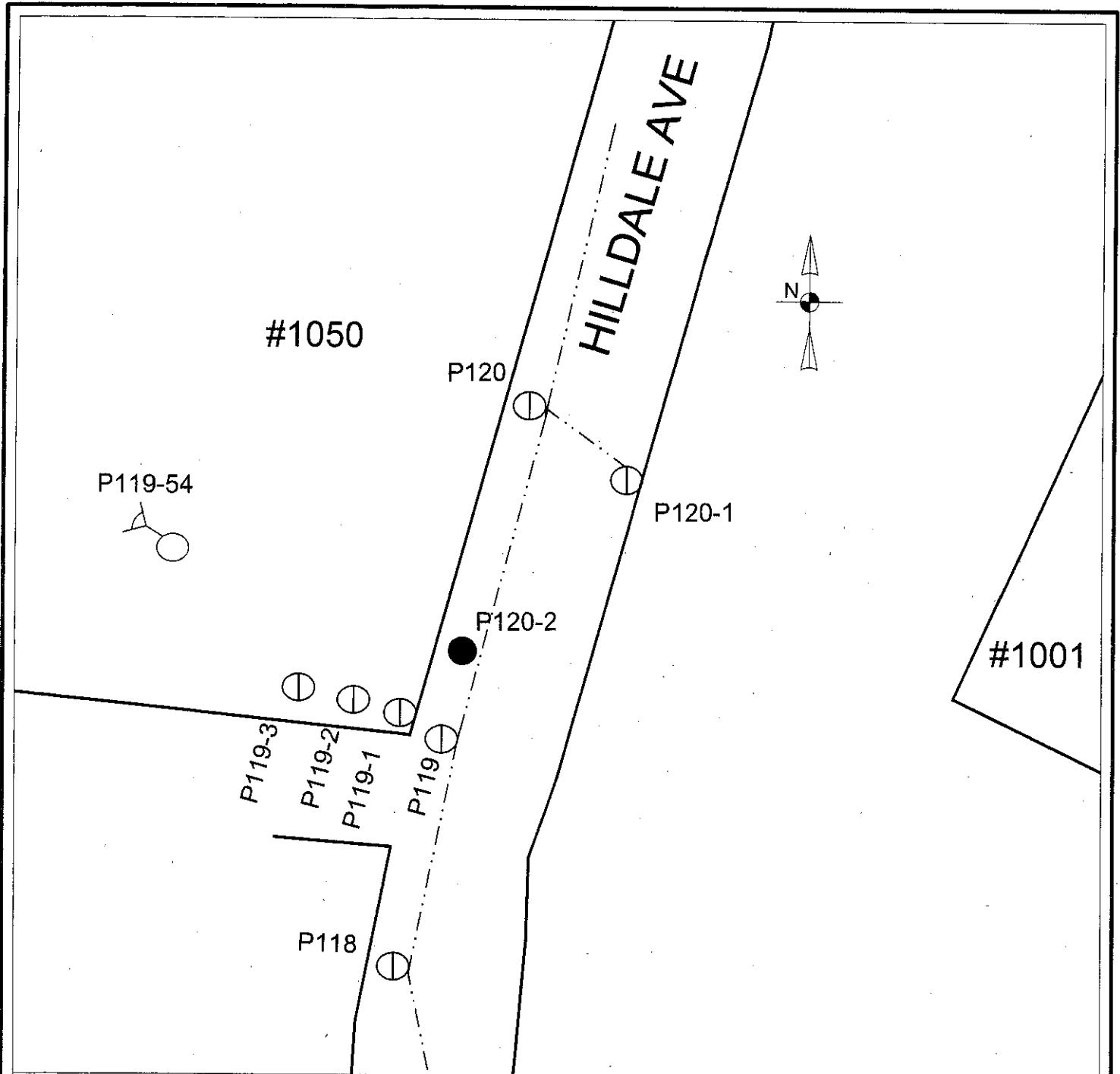
I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20____.

Massachusetts

City/Town Clerk.

20

For Hearing October 19, 2021



JOINTLY OWNED POLE PETITION

- ⊖ J.O. POLE (EXISTING)
- ⚓ ANCHOR LOCATION
- EXISTING CUSTOMER OWNED POLE

- PROPOSED J.O. POLE
- EXISTING OVERHEAD WIRE

nationalgrid

Date: 4/6/21

WORK REQUEST: 26652472

To The: City Of Haverhill

For Proposed: POLE 120-2 Location: 1050 HILLDALE AVE

Drawn By: S.Steeves

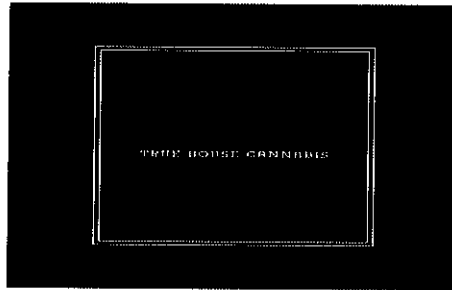
Nationalgrid request to install new jointly owned Pole 120-2 approximately 83' southerly from existing Pole 120 in line with existing pole line order to provide electric service to new solar field at 1050 Hilldale Ave, Haverhill, MA

DISTANCES ARE APPROXIMATE

Council Hearing October 19, 2021

38-C

10.1



True House Cannabis LLC.

Andre Colon CEO

978-305-3868

6/23/2021

To Haverhill, City Council:

Hello my name is Andre Colon, CEO of True House Cannabis LLC also known as THC. True House Cannabis, respectfully requests a zoning amendment for 25 Bond st. Haverhill, Ma. an industrial location in the Ward Hill section of the city of Haverhill. True House Cannabis, request amendment to include cannabis cultivation, for the production of cannabis, not to be sold to the public only to licensed cannabis establishments.

Thank you for your consideration.

andre@truehousecannabis.com

Best regards,

Andre Colon 599 Cahal St, Lawrence, MA 01840

True House Cannabis LLC.

IN CITY COUNCIL: August 10 2021

REFER TO PLANNING BOARD and

VOTED: that COUNCIL HEARING BE HELD October 19 2021

Attest:

City Clerk

Also: 38-CC Zoning Ordinance

KAN LLC
600 Osgood Street
North Andover MA 01845

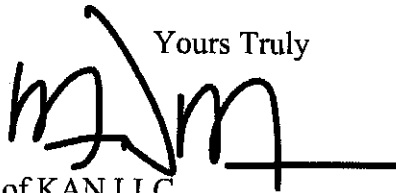
June 22, 2021

To: TRUE HOUSE CANNABIS LLC
c/o Andre Colon

Dear Mr. Colon,

As you requested, I am granting you permission file with the city of Haverhill Massachusetts, a marijuana establishment application on behalf of True House Cannabis, LLC as it relates to a certain portion of the property located at 25 Bond Street, Haverhill, Massachusetts owned by KAN LLC.

Yours Truly

A handwritten signature in black ink, appearing to be 'M. Mollica', with a horizontal line extending to the right.

Mark Mollica – Manager of KAN LLC

38-CC



File 10 days

DOCUMENT 38-CC

CITY OF HAVERHILL

In Municipal Council August 10 2021

10.1.1

ORDERED:

MUNICIPAL ORDINANCE

CHAPTER 255

AN ORDINANCE RELATING TO ZONING

Licensed Marijuana Establishments Overlay Zone (LMEOZ)

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 255, Zoning, § 9.7.4 Designated Locations of Marijuana Establishments, as amended, be and is hereby further amended by adding the following:

"The City Engineer's Map entitled "Licensed Marijuana Establishments Overlay Zone with Street Index" dated December 7, 2018, shall include 25 Bond Street to permit Licensed Marijuana Establishments - No Retail Sales."

APPROVED AS TO LEGALITY:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk

For Hearing October 19-2021



Haverhill

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

38-C
October 14, 2021

TO: City Council President Melinda Barrett and members of the Haverhill City Council

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

SUBJECT: Zoning Amendment-Marijuana Zoning

The proposed ordinance amendment seeks to allow a marijuana establishment outside of the existing zones created by the city council for such entities. The proposal is to modify the approved ordinance to include one building at 25 Bond Street in the Ward Hill Business Park.

The city council undertook extensive measures to establish the zones where LME's are allowed.

The zones were established to provide for and achieve the following purposes (255:9.7.1):

1.

To provide for the placement of adult use marijuana establishments in appropriate places and under specific conditions in accordance with the provisions of MGL c. 94G, Regulation of the Use and Distribution of Marijuana Not Medically Prescribed.

2.

To minimize any adverse impacts of adult use marijuana establishments on adjacent properties, dense or concentrated residential areas, school and other places where children congregate, and other sensitive land uses.

3.

To regulate the siting, design, placement, access, security, safety, monitoring, modification and discontinuance of adult use marijuana establishments.

4.

To provide applicants, owners and operators with clear guidance regarding adult use marijuana establishments siting, design, placement, access, security, safety, monitoring, modification and discontinuance.



Haverhill

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

The proposed location in the Ward Hill Business Park was NOT included in the areas established and the proposal seeks to modify the approved zones by adding a single isolated building.

A fundamental principle of zoning is to **not create isolated locations of an otherwise prohibited use.** LME uses are not allowed at 25 Bond Street. This is sometimes referred to as Spot zoning and as a principle with precedent in the City of Haverhill is not in the best interest of the City particularly when zones have been established with locations which are potentially available for additional LME uses. This proposal is not consistent with the purpose of the zoning ordinance which is "to encourage the most appropriate use of land throughout the City".

The City should continue to abide by the existing zones created to achieve the purpose of the ordinance.

The Planning board held a hearing on September 8, 2021 and voted to send an unfavorable recommendation to the city council. The minutes are contained in your packages. At the hearing it was noted that this proposed location is in close proximity to the Montessorri school and a day care and this represents another reason this is not an acceptable location.

I recommend that the city council deny the proposed zoning amendment of one isolated property when the city has undertaken an extensive process to establish zones pursuant to MGL, 94G and in establishing these zones has complied with the purpose and objectives of the ordinance. The ordinance specifically established zones and not isolated individual structures "for the placement of adult use marijuana establishments in appropriate places".

Recommendation: Deny the proposed amendment.



38-C

Haverhill

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

September 9, 2021

City Council President Melinda Barrett
& City Councilors
City of Haverhill

RE: Zoning Amendment – 25 Bond Street to include cannabis cultivation for the production of cannabis, not to be sold to the public only to licensed cannabis establishments

Members Present: Chairman Paul Howard
Member Robert Driscoll
Member Karen Buckley
Member Karen Peugh
Member William Evans
Member Ismael Matias
Member Kenneth Cram
Member April DerBoghosian, Esq.

Members Absent: Member Nate Robertson

Also Present: William Pillsbury, Jr., Director of Economic Development and Planning
Lori Robertson, Head Clerk

Dear City Council President and Councilors:

Please note at the September 8, 2021, Planning Board meeting held at 7:00 pm in the City Council Chambers the board considered the recommendation of the Planning Director, William Pillsbury, Jr., to send an unfavorable recommendation to the City Council on the proposed amendment.

Member Karen Peugh: read the conduct of hearings for a public meeting.

Mr. William Pillsbury addressed the board. I just want to remind the Planning Board the role of the Planning Board in this type of hearing a zoning amendment is a recommended body. The City Zoning Ordinance requires that the Planning Board provide a recommendation to the City Council on the matter that is proposed for rezoning or zoning amendment. That is what

Zoning Amendment – 25 Bond Street 9-8-21 Planning Board Meeting

we are doing tonight. It is just a recommendation no binding vote tonight. It is a recommendation to the City Council, and I will provide my recommendation to you once the hearing is closed, Mr. Chairman.

Attorney Daniel Glissman of Prince Lobel and Tye. I am here on behalf of our client Andre Colon, President and CEO of True House Cannabis, LLC. As the Planning Director just mentioned Mr. Colon is requesting a zoning amendment to add 25 Bond Street to the marijuana overlay district to permit a cultivation and production facility. So, no retail sales to be located at this facility. Andre is a former substance abuse counselor who made his way towards the cannabis industry. He is hoping to start not only this cultivation and production facility but also a retail establishment in Haverhill as well as another facility potentially in Methuen. All the projects are still in the works, but he is working towards a new company and a substantive company. We are here this evening as the Planning Director mentioned for a recommendation and discussion on this proposed amendment. We certainly believe this proposed project is going to be a good benefit for the city. These facilities are economic drivers, they bring jobs, they bring redevelopment, and they bring activity to often time underutilized or underdeveloped areas. So, we are eager to move forward with this project. We recognize this is the first of many steps. We are grateful to be here before the board this evening and to discuss with you folks and answer any questions that you might have. Thank you again for having us this evening.

Member Peugh: I have a question. Why not in one of the approved areas?

Attorney Glissman: That's a great question, thank you. There is an approved area about a mile from this proposed facility just on the other side of 125. Andre and his team have spent countless hours on site selection and frankly the first and most difficult component one of the many difficult components of locating and developing one these cannabis projects. He was unsuccessful in finding a willing landlord to site this proposed facility. He started looking elsewhere and was able to come to terms with a lease agreement with the property owner at 25 Bond Street.

Member Peugh: I am just saying that we spent painless hours and so did the City Council in identifying zones for this particular issue. So, I appreciate that they spent time, but we already identified the areas. I guess my other thing would be is this within...isn't that building within 500 yards...

Mr. Pillsbury: ½ mile.

Member Peugh: A ½ mile of a school?

Attorney Glissman: We have not done a buffer zone analysis at this point. We would be happy to provide that information to the board.

Member Peugh: I think that would be key.

Member Driscoll: I have a question. Counselor you....

Zoning Amendment – 25 Bond Street 9-8-21 Planning Board Meeting

Attorney Glissman: I apologize I just want to clarify for my client that it is from his understanding there is no school within ½ mile of this proposed facility.

Member Peugh: I think you should look. I think there is a school not far from there on the other side of the highway.

Attorney Glissman: Understood, thank you.

Member Driscoll: Counselor you made mention that this would be an economic boom to the area, or undeveloped area, or less desirable. The Ward Hill Industrial Park is pretty much a full facility, isn't it? Pretty well inhabited by businesses and so forth.

Attorney Glissman: Yes, absolutely. I was speaking in more general terms. These facilities are often times brought to underdeveloped or underutilized properties. My understanding is there is an existing 20,000 s/f building there. The proposal here at some point is to add additional space and additional cultivation to this particular property so they would be building it out and developing it further. Certainly, adding to the infrastructure and the tax base in that area.

Member Driscoll: So, at some point you want to come back and ask for more space within this or are you renting the whole space now?

Attorney Glissman: Renting the whole space now but we would certainly...it depends I guess on how the phasing of the project occurs as to whether or not amendments would be needed to a special permit granted by the City Council. The proposal here would authorize the project on that site.

Member Peugh: What type of establishment are you proposing?

Attorney Glissman: It's a marijuana cultivation and production establishment. Its the cultivation and growing of the cannabis crop as well as the processing of it. So, the creation of various marijuana infused products and sort of the business-to-business side of the cannabis industry. This particular aspect of this facility would cultivate and process to a final product cannabis that would then be sold to other cannabis establishments other retail cannabis establishments potentially other product manufacturing establishments or delivery operators, but this is a business-to-business proposal.

Member Peugh: You mentioned in addition to coming to an area that is being underutilized you mentioned jobs, how many jobs do you think you would bring to the area?

Attorney Glissman: There is a rough range that at this stage a project would have. You could expect anywhere from 20 to 50 employees for a 20,000 s/f cannabis establishment.

Chairman Howard: Any other questions from the board?

Zoning Amendment – 25 Bond Street 9-8-21 Planning Board Meeting

Member Driscoll: You also had mentioned that at some point you would like to open a retail operation, did I hear?

Attorney Glissman: That is correct. Yes, True House Cannabis, LLC intends to seek at least two retail establishment licenses.

Member Driscoll: I think one was Methuen and one was Haverhill?

Attorney Glissman: That's correct.

Member Driscoll: I would presume that establishment would be in our existing retail location?

Attorney Glissman: That is correct. That is the intention.

Chairman Howard: Questions from the board? There is no public so....

Mr. Pillsbury: Just call it anyway.

Chairman Howard: Anyone from the public who wishes to speak? Seeing none we will close the public portion of the hearing and turn it over for comments from the Planning Director.

Mr. Pillsbury: The proposed ordinance amendment seeks to allow marijuana establishment outside of the existing zones created by the city council for such entities. The proposal is to modify the approved ordinance to include one building at 25 Bond Street in the Ward Hill Business Park. The City Council undertook extensive measures to establish zones where LME's are allowed. The zones were established to provide and achieve the following purposes.

1. To provide for the placement of adult use marijuana establishments in the appropriate places and under specific conditions in accordance with the provisions of MGL c.94G, Regulation of the Use and Distribution of Marijuana Not Medically prescribed.
2. To minimize any adverse impacts of adult use marijuana establishments on adjacent properties, dense or concentrated residential areas, school or other places where children congregate, and other sensitive land uses.
3. To regulate the siting, design, placement, access, security, safety, monitoring, modification and discontinuance of adult use marijuana establishments.
4. To provide applicants, owners, and operators with clear guidance regarding adult use marijuana establishments siting, design, placement, access, security, safety, monitoring, modification and discontinuance.

The proposed location in the Ward Hill Business Park was not included in the areas established and the proposal seeks to modify the approved zones by adding a single isolated building. A fundamental principle of zoning is to not create isolated locations of an otherwise prohibited use. LME uses are not allowed at 25 Bond Street. This is sometimes referred to as spot zoning and as a principle with precedent in the City of Haverhill is not the best interest of the City particularly when zones have been established with locations which are potentially available for additional LME uses. This proposal is not consistent with the purposes of the zoning ordinance which is "to encourage the most appropriate use of land throughout the City." The City should continue to abide by the existing zones created to achieve the purpose of the ordinance. This is not any issue with the use itself it's the location and the establishment of existing zones that should be continued and perpetuated. I recommend that the planning

Zoning Amendment – 25 Bond Street 9-8-21 Planning Board Meeting

board send an unfavorable recommendation to the city council on this proposed zoning amendment of one isolated property when the city has undertaken an extensive process to establish zones pursuant to MGL 94G and in establishing these zones has complied with the purposes and objectives of the ordinance. The ordinance specifically established zones and not isolated individual structures “for the placement of adult use marijuana establishments in appropriate places.” With that Mr. Chairman, I would recommend an unfavorable recommendation to City Council on the proposed amendment.

Member Buckley: Would LME’s include retail, agriculture and manufacturing?

Mr. Pillsbury: In the definition that we have in our ordinance is all types. Evert type is allowed in the various zones. Cultivations is certainly one of the allowed uses within the zone.

Chairman Howard: Is there a motion?

Attorney Glissman: Mr. Chairman?

Member Driscoll motioned to accept the recommendation of the Planning Director for an unfavorable recommendation to the City Council. Member Karen Buckley seconded the motion.

Attorney Glissman: May I address the board briefly? I understand the public comments is closed.

Chairman Howard: The public part of the hearing is closed.

Attorney Glissman: If I might I just wanted to comment briefly on the spot zoning component that was raised by the Planning Director. Would it be appropriate to have leave to address one comment briefly?

Mr. Pillsbury: Its up to you Mr. Chairman. We would be violating the rules of the hearing.

Chairman Howard: The public portion is closed. We are going to move on. Is there a second?

Member Ismael Matias seconded the motion.

Nate Robertson – absent

Karen Peugh – yes

Bill Evans – yes

Karen Buckley – yes

April DerBoghossian, Esq.- yes

Kenneth Cram – yes

Ismael Matias - yes

Robert Driscoll – yes


Paul Howard – yes

Motion Passed.

Zoning Amendment – 25 Bond Street
9-8-21 Planning Board Meeting

City department reports are attached to and considered part of this board's decision and notice of decision. Any appeal of this board's decision and notice of decision shall be taken in accordance with M.G.L. Chapters 40A and 41 within twenty (20) days of the board's filing of this decision/notice of decision with the city clerk.

Signed,


Paul Howard
Chairman

Cc: Zoning amendment – 25 Bond Street
City Clerk (original)
City Departments
Owner/Applicant/representative



James J. Fiorentini
Mayor

Robert O'Brien
Fire Chief

Haverhill Fire Department

Fire Prevention / Investigation Unit

D/C Eric M. Tarpy
Lieut. Michael H. Picard
Insp. Johnathan W. Pramas
Insp. Richard H. Wentworth
Insp. Timothy Riley



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

August 9, 2021

*EMailed
Andre
8.16.21*

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

Re: Rezoning/Zoning Ordinance Amendment Application of: Andre Colon, CEO of True House Cannabis LLC

The fire Department has no comment on the Rezoning/zoning Ordinance Amendment Application at this time.

Respectfully,

D/C ETC

Eric M. Tarpy
Deputy Fire Chief
Haverhill Fire Prevention Division

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

11.1.1
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CITYOFHAVERHILL.COM

October 15, 2021

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

RE: Haverhill Park Foundation, Inc. Board of Directors Appointment

Dear Madame President and Members of the Haverhill City Council:

I hereby appoint the following individuals to the Haverhill Park Foundation, Inc. Board of Directors:

- Mayor Jim Fiorentini, 4 Summer Street, Room100, Haverhill
- Councilor Thomas Sullivan, 77 Longview Street, Haverhill
- Vinny Ouellette, Director of Human Services, 10 Welcome Street, Haverhill
- Cheryl Salvi, 139 South Elm Street, Haverhill
- Tom Wylie, 185 Salem Street, Haverhill

These are confirming appointments and I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

11.2
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CITYOFHAVERHILL.COM

October 14, 2021

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

RE: Haverhill Reprecincting Committee Appointments

Dear Madame President and Members of the Haverhill City Council:

I hereby appoint the following to the Haverhill Reprecincting Committee:

- State Representative Andy Vargas
- Allison Heartquist, Mayor's Chief of Staff
- Andrew Herlihy, Director, Community Development Block Grant Office
- Bill Cox, Haverhill City Solicitor
- Charles Ethier, Haverhill Assistant City Engineer
- Jeannette Stearns, Haverhill Board of Registrars
- Linda Koutoulas, Haverhill City Clerk
- Melinda Barrett, President, Haverhill City Council
- Patrick Driscoll, Haverhill Board of Registrars
- Tara Lynch, Haverhill Senior Engineering Aide
- Veronica Pare, Haverhill Board of Registrars
- Ryan G. Lambert, Haverhill
- Bill Ryan, 16 Concord Street, Haverhill

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

Very truly yours,


James J. Fiorentini
Mayor

JJF/lyf

1211

PETITION LETTER

Melinda Barrett

City Council President

12 Salem St, Bradford MA 01835.

October 12th, 2021

Re: Columbus Park event

Dear City Council,

We are writing with the purpose of requesting the use of Columbus Park located at the corner in Downtown for an advertising idea that myself and my co-worker have, to promote ourselves and our realtor services. We are Latino Real Estate Agents in the area with entrepreneur mind looking to grow our list of clients and to develop new business relationships within the community.

We are planning on this event to be held on October 24th, 2021 from 12 to 2pm, and it will consist in setting up a small stand with hay bales and giving out pumpkins for free that will carry our contact info.

I appreciate your attention to this letter in advance and look forward to have a positive response.

Sincerely,

Jenny Sasso & Lucia Guambo

Associated Realtors

Coldwell Banker Realty

40 Kenoza Ave, Haverhill MA 01830

1241

10/15/2021



City of Haverhill, MA

AUCT-21-1

Auction/Auctioneer License

Status: Active**Date Created:** Oct 14, 2021**Applicant**

Stephen Cyr
stevenpcyr@gmail.com
895 Salem Street
North Andover, Massachusetts 01845
(207)409 5999

Location

402 River Street Unit 4E
Unit 4E
Haverhill, MA 01832

Auctioneer Information**Auctioneer Name**

Stephen P.Cyr

Auctioneer MA License Number

AU954

Auctioneer Address

895 Salem Street

Auctioneer City

North Andover

Auctioneer State

Massachusetts

Auctioneer Zip

01845

Auctioneer Phone

2074095999

Auctioneer Email

Stevenpcyr@gmail

Is the Auctioneer Also the Applicant?

Yes

Taxpayer Identification Number (TIN)

027543770

Auction Information**Permit Duration being applied for**

One (1) Time

Auction Location

415 River Street

Auction Start Date

10/24/2021

Auction End Date

10/24/2021

Auction Hours

11am to 4pm

Number of Auctions

1

General Description of goods to be auctioned

Anitques ,Household a taste Merchandise

Signature

Yes



20210615-0955-44-00790

Attachments



20211014_154119.jpg

Uploaded by Stephen Cyr on Oct 14, 2021 at 3:42 pm

History

Date	Activity
Oct 14, 2021 at 3:22 pm	Stephen Cyr started a draft of Record AUCT-21-1
Oct 14, 2021 at 3:37 pm	Stephen Cyr altered Record AUCT-21-1, changed ownerName from "...
Oct 14, 2021 at 3:41 pm	Stephen Cyr added attachment 20211014_154119.jpg to Record AUC...
Oct 14, 2021 at 3:48 pm	Stephen Cyr submitted Record AUCT-21-1
Oct 14, 2021 at 3:51 pm	LINDA KOUTOULAS waived payment step Fee Paid on Record AUCT...
Oct 14, 2021 at 3:51 pm	approval step Clerk Approval was assigned to Maria Bevilacqua on R...
Oct 14, 2021 at 3:55 pm	LINDA KOUTOULAS assigned approval step Police Department Revi...
Oct 14, 2021 at 3:55 pm	LINDA KOUTOULAS assigned approval step City Council Approval to...
Oct 14, 2021 at 3:56 pm	LINDA KOUTOULAS assigned approval step Clerk Approval to LIND...
Oct 14, 2021 at 3:56 pm	LINDA KOUTOULAS approved approval step Clerk Approval on Reco...
Oct 14, 2021 at 7:43 pm	Kevin Lynch approved approval step Police Department Review on R...

Timeline

Label	Status	Activated	Completed	Assignee
Fee Paid	Waived	Oct 14, 2021 at 3:48 pm	Oct 14, 2021 at 3:51 pm	-
✓ Clerk Approval	Complete	Oct 14, 2021 at 3:51 pm	Oct 14, 2021 at 3:56 pm	LINDA KO
✓ Police Department Review	Complete	Oct 14, 2021 at 3:56 pm	Oct 14, 2021 at 7:43 pm	Kevin Lyn
✓ City Council Approval	Active	Oct 14, 2021 at 7:43 pm	-	Maria Bev
📄 Auction/Auctioneer License	Inactive	-	-	-

Auction/Auctioneer License · Add to a project

**Expiration Date**

Active



AUCT-21-1



Details

Submitted on Oct 14, 2021 at 3:48 pm



Attachments

1 file



Activity Feed

Latest activity on Oct 14, 2021

Applicant

Stephen Cyr



Location

402 River Street Unit 4E, Haverhill, MA 01832

Timeline

Fee Paid

Waived Oct 14, 2021 at 3:51 pm



Clerk Approval

Completed Oct 14, 2021 at 3:56 pm



Police Department Review

Completed Oct 14, 2021 at 7:43 pm

City Council Approval

In Progress



Auction/Auctioneer License

Document

Auctioneer Information

NB: Payment of Fees is required, but does not guarantee that a permit will be issued. The project must pass all required approvals first.

Auctioneer Name *

Stephen P.Cyr

Auctioneer MA License Number *

AU954

Auctioneer Address *

895 Salem Street

Auctioneer City *

North Andover

Auctioneer State *

Massachusetts

Auctioneer Zip *

01845

Auctioneer Phone *

2074095999

Auctioneer Email *

Stevenpcyr@gmail

Is the Auctioneer Also the Applicant?

Yes

Taxpayer Identification Number (TIN) *

027543770

Auction Information

Permit Duration being applied for *
One (1) Time

Auction Location *
415 River Street

Auction Start Date *
10/24/2021

Auction End Date *
10/24/2021

Auction Hours * ⓘ
11am to 4pm

Number of Auctions *
1

General Description of goods to be auctioned * ⓘ
Anitques ,Household a taste Merchandise

Signature

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 Auction/Auctioneer Permit.

Yes *



Fee Paid



Waived

Due date



None

Fees

Auctioneer Permit Fee

\$50.00

Total Fees

\$50.00



LINDA KOUTOULAS ✓

Oct 14, 2021 at 3:51 pm

Steve - you can pay once approved



Stephen Cyr

Oct 14, 2021 at 3:52 pm

Oh

okay Thank you I will tell you this system is setup for real estate and it will not let me put in the correct location I have to choose a location that is given

I picked 402 River Street because it is closest but the actual location is 415



Stephen Cyr

Oct 14, 2021 at 4:28 pm

Thank
you

Police Department Review



Complete

Assignee

Kevin Lynch

Due date



None

12, 4, 1



City of Haverhill, MA

10/15/2021

AUCT-21-1

City Council Approval

Auction/Auctioneer License

Status: Active**Became Active:** 10/14/2021**Assignee:** Maria Bevilacqua**Completed:**

Applicant

Stephen Cyr
stevenpcyr@gmail.com
895 Salem Street
North Andover, Massachusetts 01845
(207)409 5999

Location

402 River Street Unit 4E
Unit 4E
Haverhill, MA 01832

Comments

Maria Bevilacqua, Oct 15, 2021 at 8:53am

Will be on Council agenda for October 19 Council meeting

LINDA KOUTOULAS, Oct 15, 2021 at 8:56am

Still need current auctioneer license - Permit will be pending receipt of current license

Stephen Cyr, Oct 15, 2021 at 1:00pm

Thank you Maria I sent Linda an email and I'm not sure if she received it because I received a message saying that I may not be able to send a message to the group and that it may no longer exist The message was due to the time crunch I think it would be more appropriate to have the option on November 7th and then an additional option on November 14th to assure Mr. Abare that the building will be empty for the transition of sale So I guess I would be looking for two permits My license expires November 3rd and I am presently contacting the division of standards to expediate a copy of my new license I have been a licensed Auctioneer in the state of Massachusetts for 32 years If you willing to have any questions feel free to reach me on my cell phone at 207-409 5999 Thank you I really appreciate your help in this matter Stephen Cyr

Christmas Tree Vendor Permit · Add to a project



Expiration Date

Active



TREE-21-1



Details

Submitted on Sep 14, 2021 at 1:43 pm



Attachments

0 files



Activity Feed

Latest activity on Oct 1, 2021

Applicant

Charles Hibbert



0



Location

297 LINCOLN AVE, Haverhill, MA 01830

Timeline

Add New ▾

Payment

Paid Sep 17, 2021 at 8:38 am

City Clerk Office Review

Completed Sep 28, 2021 at 8:21 am

Police Department Approval

Completed Oct 1, 2021 at 4:52 pm

City Council Approval

In Progress



City Clerk Office Print Permit

Review



Permit Issued

Document

Business Information

Type of Applicant *

Individual

New Field

Less than 30 days

Operating Information

Date for Opening *

11/27/2021

Date for Closing *

12/24/2021

Manager's Name *

Charles Hibbert

Manager's Cellphone *

508-662-1372

Structure On Site *

Trailer

Number of Trees *

350

Monday Hours of Operation * ?

9 am - 9 pm

Tuesday Hours of Operation *

9 am - 9 pm

Wednesday Hours of Operation *

9 am - 9 pm

Thursday Hours of Operation *

9 am - 9 pm

Friday Hours of Operation *

9 am - 9 pm

Saturday Hours of Operation *

9 am - 9 pm

Sunday Hours of Operation *

9 am - 9 pm

Signature

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 _____ license.

Yes *





City of Haverhill, MA

09/17/2021

TREE-21-1

Christmas Tree Vendor Permit

Status: Active**Date Created:** Sep 14, 2021**Applicant**

Charles Hibbert
mhibbert_2003@yahoo.com
P. O. Box 575
18 Bond Street
Franklin, NH 03235
508-662-1372

Location

297 LINCOLN AVE
Haverhill, MA 01830

Owner:

SCANGAS PAUL ET ALI SCANGAS NICHOLAS
330 LYNNWAY SUITE 105 LYNN, MA 01901

Business Information**Type of Applicant**

Individual

New Field

Less than 30 days

Operating Information**Date for Opening**

11/27/2021

Date for Closing

12/24/2021

Manager's Name

Charles Hibbert

Manager's Cellphone

508-662-1372

Structure On Site

Trailer

Number of Trees

350

Monday Hours of Operation

9 am - 9 pm

Tuesday Hours of Operation

9 am - 9 pm

Wednesday Hours of Operation

9 am - 9 pm

Thursday Hours of Operation

9 am - 9 pm

Friday Hours of Operation

9 am - 9 pm

Saturday Hours of Operation

9 am - 9 pm

Sunday Hours of Operation

9 am - 9 pm

Signature

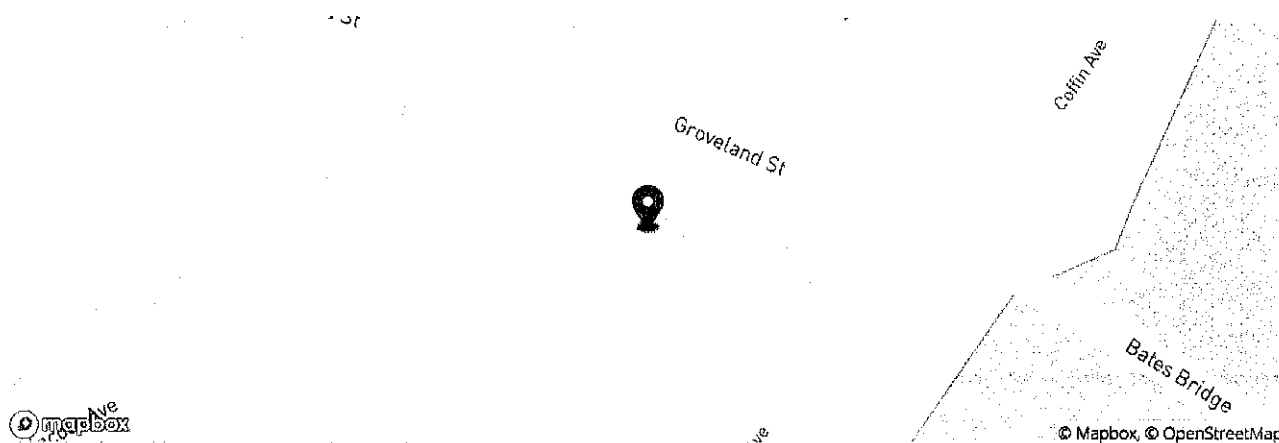
Yes



297 LINCOLN AVE

Haverhill, MA 01830

408-2-12

[View Location](#)**Owner**

Name

SCANGAS PAUL ETALI SCANGAS NICHOLAS

Email Address

--

Phone Number

--

Address

330 LYNNWAY SUITE 105
LYNN, MA 01901

Payment



Paid

Due date



None

Fees

Christmas Tree Vendor Permit Fee

\$200.00

Total Fees

\$200.00

Payments

Date	Method	Note	Amount
Sep. 17, 2021	Check	2021 CHRISTMAS TREE PERMIT	\$200.00



Maria Bevilacqua processed a \$200.00 payment - Sep 17, 2021 at 8:38 am

Police Department Approval



Complete

Assignee

Kevin Lynch

Due date



LINDA KOUTOULAS assigned this step to Kevin Lynch - Sep 16, 2021 at 8:12 am
Kevin Lynch approved this step - Oct 1, 2021 at 4:52 pm

12.7.4.2

Christmas Tree Vendor Permit

**Expiration Date**

Active

**TREE-21-2****Details**

Submitted on Sep 28, 2021 at 9:09 am

**Attachments**

0 files

**Activity Feed**

Latest activity on Oct 1, 2021

Applicant

Joseph Michaud

**Location**

24 SUMMER ST, Haverhill, MA 01830

Timeline**Payment**

Paid Oct 1, 2021 at 2:54 pm

City Clerk Office Review

Completed Oct 1, 2021 at 2:54 pm

Police Department Approval

Completed Oct 1, 2021 at 4:52 pm

City Council Approval

Completed Oct 4, 2021 at 8:06 am

City Clerk Office Print Permit

In Progress

Permit Issued

Document

Business Information

Type of Applicant *

Club/Organization

Business/Organization Name *

Haverhill elks lodge 165

Business/Organization Phone *

9783745050

Business/Organization Address *

24 Summer St Newcomb st

Business/Organization City *

Haverhill

Business/Organization State *

mass

Business/Organization Zip *

01830

New Field

Over 30 days

Operating Information

Date for Opening *

11/12/2021

Date for Closing *

12/25/2021

Manager's Name *

Joseph Michaud

Manager's Cellphone *


5087268243

Structure On Site *

Other

Number of Trees *

160

Monday Hours of Operation * 

1:00 to 9:00 Pm

Tuesday Hours of Operation *

1:00 to 9:00 Pm

Wednesday Hours of Operation *

1:00 to 9:00 Pm

Thursday Hours of Operation *

1:00 to 9:00 Pm

Friday Hours of Operation *

12:00am to 9:00 Pm

Saturday Hours of Operation *

8:00 am to 9:00 pm

Sunday Hours of Operation *

8:00 am to 9:00 pm

Signature

Under penalties of perjury, I state that all of the above statements are true.

Yes *



Payment



Paid

Due date



None

Fees

Christmas Tree Vendor Permit Fee	\$200.00
Total Fees	\$200.00

Payments

Date	Method	Note	Amount	
Oct. 1, 2021	Check #14301	CHRISTMAS TREE PERMIT AT 24...	\$200.00	⋮

Maria Bevilacqua processed a \$200.00 payment - Oct 1, 2021 at 2:54 pm
completed payment step Payment on Record TREE-21-2 - Oct 1, 2021 at 2:54 pm

Police Department Approval

**● Complete ▾**

Complete

Assignee

Kevin Lynch

Due date



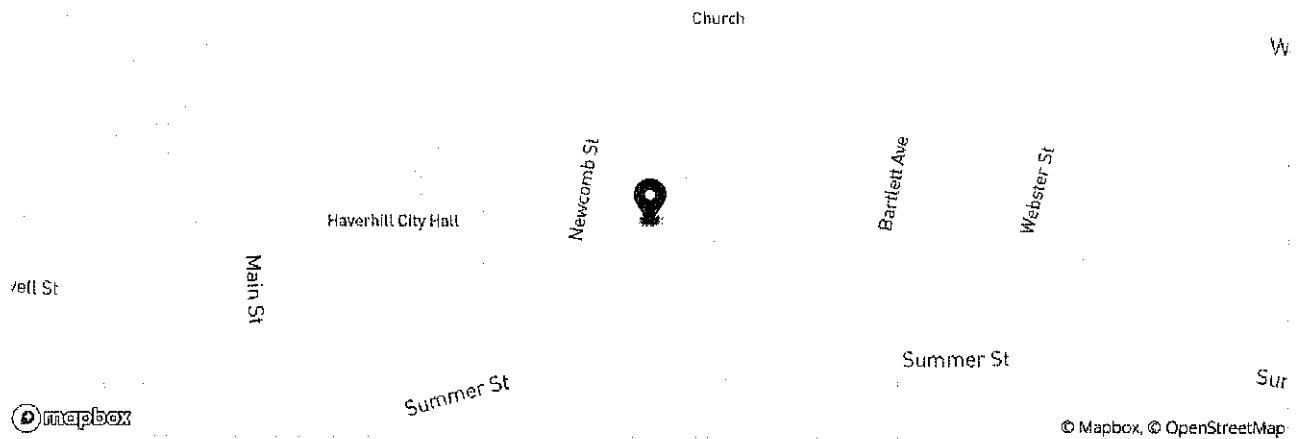
None

LINDA KOUTOULAS assigned this step to Kevin Lynch - Sep 28, 2021 at 10:21 am
Kevin Lynch approved this step - Oct 1, 2021 at 4:52 pm

24 SUMMER ST

Haverhill, MA 01830

202-36-3

[View Location](#)

Owner

Name

HAVERHILL LODGE BPOE ORDER OF ELKS OF HAVERHILL

Email Address

--

Phone Number

978-374-5050

Address

24 SUMMER ST
HAVERHILL, MA 01830

City of Haverhill

Taxi Driver License – Ch.230 sec.20

Honorable President and Members of the Haverhill City Council

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill

Name: KAREN J FAYAS

Address: 17 RICHMOND ST

Applicant phone number:

Any driver of vehicle(s) must provide name, address, and Driver's license to fill out on back.

Office use only

New ☒ Renew (circle one)

Fee: \$50 – annual fee – Jan 1st to Dec 31st License

OCT 05 2021


In Municipal Council _____

Attest:

Approve ☒

Denied ☐

City Clerk



Police Chief

Please complete back side of this application



2021 OCT 05 PM 04:09 HAV CITY

1217.511

12.7.5.2

City of Haverhill

Taxi Driver License – Ch.230 sec.20

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill.

Name: Denise Grogan

Address: 7 Benora Ave

Applicant phone number: 978-476-2426

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

☒ New/Renew (circle one)

Fee: \$50 – annual fee

January 1 2021 to December 31st 2021

May 24 2021

In Municipal Council

20

Attest

City Clerk

Approve

Denied

☒

10-12-21
Police Chief

Please complete back side of this application



DOCUMENT

13.1

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of **\$1,680** be transferred from the Capital Budget to the Capital Account (3417215) – Dog Pound Repairs in order to purchase Dog Kennels.

Pat Martel

From: Wendy Duff <wduff@haverhillpolice.com>
Sent: Wednesday, September 22, 2021 2:13 PM
To: Pat Martel
Subject: [EXTERNAL]dog kennels

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

Per Chief Pistone, we need to order new dog kennels and the Mayor told the Chief to speak with Chuck and this money will come from a capital account.

2 kennels 6 ft x 5ft x 5ft \$699.99/each

1 kennel 78.7 x78.7 x78.7 \$272.99

Total: \$1672.97

Please advise.

Wendy Duff
Chief Administrative Clerk
Haverhill Police Department
40 Bailey Boulevard
Haverhill, MA 01830
978-722-1502
wduff@haverhillpolice.com

Captain Michael J. Wrenn

From: Brad DiCenzo <bdicenzo68@yahoo.com>
Sent: Wednesday, September 22, 2021 10:36 AM
To: Captain Michael J. Wrenn
Subject: External Message

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

12:32 PM 56

TRACTOR SUPPLY CO.

My TSC Store: Plaistow NH

Predator Top, 6 ft. H x 5 ft. W x 5 ft. L, CL 65150

★★★★ 4.2 (4) SKU: 118106299

Reviews Questions & Answers Product Details Specifications >



\$699.99

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Contactless Curbside Pickup! [Learn More](#)

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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

October 14, 2021

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

RE: Order to transfer \$1,680.00 from Capital Account to Purchase Dog Kennels

Dear Madame President and Members of the Haverhill City Council:

Please see attached an order to transfer \$1,680.00 from Capital Account – Dog Pound
Repairs to purchase dog kennels. I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

13.2

1

ORDERED:

That the Mayor is hereby authorized to execute a certain Modification Agreement, a copy of which is attached hereto and incorporated herein, which provides that the City shall indemnify Leemilt's Petroleum, Inc. as to obligations set forth in a deed modification a copy of which is also attached hereto and incorporated herein.

**MODIFICATION AGREEMENT
(SITE #30611)**

THIS MODIFICATION AGREEMENT (this “Agreement”) is made as of October __, 2021 between Leemilt’s Petroleum, Inc. a New York corporation, having an address at 292 Madison Avenue, 9th Floor, NY, NY 10017 (“Grantor”) and CRP/PE RAILROAD AVE OWNER, L.L.C., having an address at c/o The Procopio Companies, 220 Broadway, Lynnfield, MA 01940 (“OWNER”).

WHEREAS, Grantor, pursuant to a certain Quitclaim Deed made as of June __, 2013 and recorded at Book 32544, Page 465 in the Southern District Registry of Deeds on June 10, 2013 (“Deed”), conveyed to 236 South Elm Street LLC (“Grantee”) that certain parcel located in Haverhill, MA and having a map/parcel ID number of 711-4-1, as more particularly described in the Deed (the “Getty Parcel”).

WHEREAS, the Grantor and the Grantee, recognized and acknowledged that the Getty Parcel was subject to certain environmental conditions referred to as the Baseline Condition in the Deed and, at the time of the conveyance thereof pursuant to the Deed, the Grantor (1) restricted certain future uses of the Getty Parcel as more particularly set forth in the Deed (collectively, the “Restrictive Use Covenants”); and (2) required that all successors and assigns of Grantee and any subsequent purchasers or owners of the Getty Parcel indemnify the Grantor and its’ parent and affiliated companies and their successors and assigns as more particularly set forth in the Deed (the “Indemnification Obligations”).

WHEREAS, OWNER, as part of its overall development project in Haverhill, MA, is under contract (through an affiliate) to purchase the Getty Parcel from Grantee and, prior to its acquisition thereof, has agreed to cause such contract to be assigned to Haverhill Park Foundation, Inc. (“HP Foundation”).

WHEREAS, pursuant to the above-referenced assignment, HP Foundation shall become the purchaser and owner of the Getty Parcel and the City of Haverhill will acknowledge its obligations with respect to the Indemnification Obligations to Grantor;

WHEREAS, on or about the time of the closing of the acquisition of the Getty Parcel by HP Foundation, OWNER, or an affiliate thereof, shall enter into an access and easement agreement with HP Foundation that, among other things, shall obligate OWNER (and/or its affiliate) to redevelop the Getty Parcel into a playground or recreational area and OWNER has asked Grantor to modify the Restrictive Use Covenants to permit above-ground playground or recreational area use at the Getty Parcel.

WHEREAS, regulatory closure of the Baseline Condition was attained by Grantor and Grantor has agreed, subject to the terms hereof, to execute and deliver a modification to the Deed in the form attached hereto as Exhibit A (the “Deed Modification”) in order to modify the Restrictive Use Covenants to permit above-ground playground or recreational area use at the Getty Parcel and to incorporate certain other covenant modifications as set forth therein.

WHEREAS, as a material inducement to Grantor to agree upon and deliver the Deed Modification, Grantor will be paid monetary consideration in the amount of \$400,000 and OWNER and HP Foundation will agree to certain terms which will be set forth herein and in the Deed Modification and related documents delivered in connection herewith and therewith.

WHEREAS, OWNER, HP Foundation and the City of Haverhill will derive a material benefit from the delivery of the Deed Modification and such other documents delivered in connection therewith as described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt whereof and sufficiency of which are hereby acknowledged, it is hereby agreed by and among HP Foundation, the City of Haverhill, OWNER and Grantor:

1. Deed Modification Upon receipt of payment from OWNER of Four Hundred Thousand Dollars (\$400,000), such amount to be wired to Grantor pursuant to separate instructions provided by it, Grantor shall execute the Deed Modification and deliver the same to OWNER who will be authorized by Grantor to record same. Grantor and OWNER agree that the transactions described herein related to the payment and release of the Deed Modification shall take place through an escrow agent mutually agreed to by the parties (which may be the closing attorney/title agent for the transaction).
2. Grantor Development Requirements. Subsequent to recordation of the Deed Modification, if the Getty Parcel should be redeveloped into an above-ground playground or recreational area, OWNER and HP Foundation shall strictly observe and perform the requirements set forth on Exhibit B hereto ("Playground Requirements"), which shall be incorporated in the Deed Modification as Exhibit A thereto and bind OWNER and HP Foundation, and their successors and assigns as set forth therein. HP Foundation acknowledges that OWNER retains the Playground Requirements pursuant to the Access and Easement Agreement dated on or about the date hereof between OWNER and HP Foundation.
3. Other Use Restrictions. HP Foundation acknowledges and agrees to the changes and terms set forth in the Deed Modification.
4. City of Haverhill Indemnity Obligation. Pursuant to that certain Deed from Grantee to HP Foundation, as modified by the Deed Modification, any and all Indemnification Obligations set forth therein, respectively, shall be the sole responsibility of the City of Haverhill.
5. Representations and Warranties. Grantor, HP Foundation, the City of Haverhill and OWNER each hereby warrants and represents for itself and not the other that:
 - (a) Due Authorization and Enforceability. The execution and delivery by such party of this Agreement and all other documents executed in connection herewith, and the performance of the terms and conditions hereof and thereof by such party, have been duly authorized by all requisite action and create the valid and binding obligations of such party enforceable in accordance with their respective terms; and

- (b) No Default. Neither the execution, delivery and performance of this Agreement by such party, nor the execution, delivery and performance, by such party of any and all other documents, instruments and agreements required in connection herewith will violate or conflict with any provision of (i) applicable law, (ii) any order of any court or other governmental authority, (iii) the organizational documents of such party, or (iv) any indenture, agreement or other instrument to which such person is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument or other encumbrance of any nature whatsoever upon any of the property or assets of such party;

6. Miscellaneous.

- (a) Waiver of Jury Trial. Each of the parties hereto does hereby irrevocably waive all right to a trial by jury in any proceedings hereafter instituted by or against it in respect of this Agreement or arising out of any document, instrument or agreement related hereto.
- (b) Interpretation and Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (c) Further Assurances. The parties hereto shall execute and deliver to each other and any third parties such other reasonable documents, certificates and agreements necessary to effectuate the intent of this Agreement.
- (d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each party's successors and assigns.
- (e) Notices. All notices, reports, and other communications required by this Agreement must be written and sent to the addresses listed on the signature page hereto. Any party may change its address by giving notice. Counsel for a party may provide notice on behalf of its client with the same effect as if given by such party.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall bind all of the parties hereto and their respective successors and assigns.
- (g) Breach of Terms. In the event that either party breaches its obligations hereunder in addition to any other right or remedy the non-breaching party may have hereunder or at law or equity, such non-breaching party shall be entitled to seek injunctive relief against the breaching party.

- (h) Counterparts and Electronic Signatures. This letter agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.. This letter agreement may be executed and delivered by facsimile or e-mail transmission. Facsimile or e-mail copies of the fully executed letter agreement shall have the same force and effect as originals and the same admissibility in evidence as an agreement containing an original signature. The parties hereby waive any objection to the contrary.
- (i) Amendments to Agreement. This Agreement may not be modified or amended or the rights of any party hereunder waived unless such modification, amendment or waiver is effected by a written instrument expressly modifying, amending or waiving this Agreement or the rights of a party hereunder, which instrument is executed by the parties hereto.
- (j) Prevailing Party. In any dispute resolution proceeding between the parties in connection with this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees and costs in such proceeding from the other party.

[signature page follows]

[remainder of page intentionally blank]

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

OWNER:

CRP/PE RAILROAD AVE OWNER, L.L.C

By: _____

Name:

Title:

Address:

c/o The Procopio Companies,
220 Broadway, Suite 302,
Lynnfield, Massachusetts 01940
Attn: Michael Procopio

Grantor:

LEEMILT'S PETROLEUM, INC.

By: _____

Name:

Title:

Address:

c/o Getty Realty Corp.
292 Madison Avenue,
9th Floor
New York, NY 10017

CITY OF HAVERHILL

James J. Fiorentini, Mayor

HP Foundation:

HAVERHILL PARK FOUNDATION, INC.

By: _____

Name:

Title:

Address:

{B1500893; 1}

Exhibit A – Deed Modification

Exhibit B

The property located at 236 South Elm Street, Haverhill, MA (the “Site”) is considered a Disposal Site in accordance with M.G.L. c. 21E (“Chapter 21E”) and the Massachusetts Contingency Plan, 310 CMR 40.0000 (“MCP”). A Notice of Activity and Use Limitation (“Notice”) was recorded with the Deed for a portion of the Site on September 12, 2018.

- I. As per Section 4. of the Notice, the property owner and/or developer shall hire a Licensed Site Professional (“LSP”) who shall render an Opinion in accordance with 310 CMR 40.1080 as to whether the proposed property use changes (i.e., playground/recreational use redevelopment) are inconsistent with maintaining a Permanent Solution and condition of No Significant Risk (capitalized terms defined in the Notice and MCP).
 - a. Leemilt’s Petroleum, Inc. (“Leemilt’s”) shall be provided with a copy of the LSP’s Opinion prior to the initiation of construction activities at the Site.
- II. A 3-foot layer of imported clean fill material shall be placed across the entire footprint of the Site, not just the portion of the Site subject to the Notice.
 - a. The placement of the clean fill material shall be conducted in general accordance with the MCP.
 - b. The clean fill material shall be imported from off-site and shall not exhibit the presence of any petroleum or hazardous substances, and shall not contain any contaminants above MA RCS-1 reportable concentrations.
 - i. Leemilt’s shall be provided documentation from the clean fill material provider documenting the above conditions have been met.
 - c. The final surface grades shall incorporate the 3-foot layer of clean fill material immediately below the final surface grades, so that at a minimum, the 3-foot clean fill material layer shall be present below the entire Site regardless of whether any excavation is conducted.
 - i. For example, if a portion of the Site is excavated 2 feet below current ground surface then there will be 2 feet of clean fill material below grade with 1 foot of clean fill material above grade.
- III. A high-visibility orange demarcation product shall be installed across the entire footprint of the Site at the ground surface grade prior to placement of the 3-foot layer of clean fill material.
 - a. The demarcation product shall serve to demarcate the boundary between the native soil and the imported clean fill material, and will not serve any other engineering or institutional control purpose.
 - b. The demarcation product shall be a fabric/geotextile or netting layer that allows water to pass through.
 - c. There shall be at least a 6-inch overlap when installing the demarcation product.
- IV. The placement of clean fill and high-visibility orange demarcation product shall be overseen by a LSP who shall prepare a report outlining the work and general compliance with the MCP. Getty shall be notified at least seven (7) days prior to the installation of

- the demarcation product and the placement of the clean fill material so that Leemilt's can provide periodic observation at their sole discretion.
- V. Leemilt's shall be provided confirmation photographs from the developer's contractor on a weekly basis documenting the demarcation product and 3-foot layer of clean fill material was properly installed in accordance with the requirements outlined above.
 - VI. Upon reasonable advance notice and during normal business days, Leemilt's shall be afforded access to the Site to allow Leemilt's to conduct periodic oversight and confirmation of any activity outlined in this agreement.
 - VII. Leemilt's shall be notified within 72 hours of any evidence of petroleum contaminated soil encountered on the Site.
 - a. If such petroleum contamination is encountered, the LSP for the property owner and/or developer will properly oversee response/remedial activities in accordance with the MCP and Getty shall have the right, but not the obligation, to observe such activities.

Record and Return To:

Sullivan & Worcester LLP
One Post Office Square
Boston MA 02109
Attn: John G. Balboni, Esq.

#30611

MODIFICATION OF DEED COVENANT

WHEREAS, Leemilt's Petroleum, Inc., a New York corporation, having an address at 292 Madison Avenue, 9th Floor, NY, NY 10017 ("Grantor"), pursuant to a certain Quitclaim Deed made as of June 6, 2013 and recorded in the Essex County (Southern District) Registry of Deeds in Book 32544, Page 465 in the ("Deed"), conveyed to 236 South Elm Street LLC, a Massachusetts limited liability company, having an address at 7 Alnette Road, Merrimac, Massachusetts 01860 ("Grantee") that certain parcel located in Haverhill, Essex County, Massachusetts and known as 236 South Elm Street, as more particularly described in the Deed ("Premises").

WHEREAS, the Grantor and the Grantee, recognized and acknowledged that the Premises was subject to certain environmental conditions referred to as the Baseline Condition in the Deed and, at the time of the conveyance thereof pursuant to the Deed, the Grantor (1) restricted certain future uses of the Premises as more particularly set forth in the Deed (collectively, the "Restrictive Use Covenants"); and (2) required that all successors and assigns of Grantee and any subsequent purchasers or owners of the Premises to indemnify the Grantor and its' parent and affiliated companies and their successors and assigns as more particularly set forth in the Deed.

WHEREAS, regulatory closure of the Baseline Condition was attained by Grantor.

WHEREAS, the Premises has been or will be sold, transferred and conveyed by Grantee to _____ [insert name of to-be-formed affiliate of the city] ("Purchaser").

WHEREAS, it is the intention of the Purchaser to redevelop the Premises into a playground or recreational area and, in order to do so, Grantee has asked Grantor to modify the Restrictive Use Covenants to allow the Premises to be used as a playground or recreational area.

WHEREAS, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged the Deed is modified as follows:

1. The following paragraph in the Deed is deleted in its entirety:

"SUBJECT TO: the Premises not being used, in whole or in part, for a period of thirty (30) years from the date hereof, (i) as an automobile service station, petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene,

Property Address: 236 South Elm Street, Haverhill, Essex County, Massachusetts

benzol, naphtha, greases, lubricating oils, or any fuel used for internal combustion engines, or lubricants in any form, or other petroleum or petroleum-related products customarily associated with service stations, or (ii) for residences of any type, places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing homes or similar geriatric facilities, child care, playground or recreational area, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), agricultural uses, or the construction or installation of any water wells for drinking or food processing.”

AND replaced with the following:

“SUBJECT TO: the Premises not being used, in whole or in part, for a period of thirty (30) years¹ from the date hereof (“Restricted Period”), (i) as an automobile service station, petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel used for internal combustion engines, or lubricants in any form, or other petroleum or petroleum-related products customarily associated with service stations, or (ii) for residences of any type, places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing homes or similar geriatric facilities, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm); provided that, the Premises may be developed and improved for the use as a playground, recreational area and public use space. Purchaser shall be responsible, at its sole cost and expense, for the installation of (a) a vapor barrier to prevent vapor intrusion, including, without limitation, vapors from petroleum, hydrocarbons, chlorinated solvents, and water vapor, below slab or foundation, provided that if the slab or foundation is below grade then the vapor barrier will be under the lowest slab level as well as footings and subgrade perimeter walls, which should create a bathtub like effect, and (b) a below ground vapor mitigation system as is appropriate based on best practices for development of the Premises given its history as a former gas station property (clauses (a) and (b) are, together, the “Vapor Control”). Without limitation, the vapor barrier described in clause (a) above shall be commonly recognized in the construction industry as of the highest composition and grade available for petroleum vapor penetration, and also as having an extremely high degree of longevity and durability. Purchaser will provide Grantor with the material specification sheet(s) for the Vapor Control(s) prior to installation of same and photos of the finished installation of same within two (2) days of the installation.²

“SUBJECT TO: the Premises not being used during the Restricted Period, in whole or in part, for agricultural uses, or the use, construction or installation of any water wells for drinking, food processing, or irrigation. No subsurface basement or cellar structure will be permitted at the Premises during the Restricted Period.

“If the Premises should be redeveloped into a playground or recreational area, Grantee covenants on behalf of itself, its successors and assigns to strictly observe and perform the requirements set forth on Exhibit B attached hereto and made a part hereof.

¹ Why are you tacking on additional years/extending the time period. 30 years from 2013 should be sufficient.

² Should the construction specs be put in the Modification Agreement specifications.

“Grantee’s covenant on behalf of itself, its successors and assigns, respectively, to pay any enforcement costs (including, without limitation, reasonable attorneys’ fees) resulting from a failure by Grantee, or its successors and/or assigns, respectively, to comply with the covenants and use restrictions contained herein.

“Grantee covenants on behalf of itself, its successors and assigns not to take or permit any action conflicting with or in derogation of the foregoing restrictions.

“If for any reason any covenant or restriction in the Deed is found not to be legally enforceable as a covenant running with the land, then same shall be deemed to be and shall be fully enforceable under legal principles of equitable servitude.”

2. Exhibit B attached hereto shall be deemed attached to the Deed as Exhibit B thereto.

[Signature appears on following page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be sealed with its corporate seal and signed in its corporate name by LEEMILT'S PETROLEUM, INC. thereunto duly authorized, as of the ____ day of _____, 2021.

LEEMILT'S PETROLEUM INC.

By: _____

Name:

Title:

STATE OF NEW YORK)

COUNTY OF NEW YORK) SS:

On this ____ day of _____, 20__, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ for Leemilt's Petroleum Inc., a New York corporation, as the voluntary act of the corporation.

, Notary Public

My Commission Expires:

Accepted and Agreed to:

236 SOUTH ELM STREET LLC

By: _____

Name: Marc Pyche

Title: Manager

STATE OF NEW YORK)

COUNTY OF NEW YORK) SS:

On this ____ day of _____, 20__, before me, the undersigned notary public, Marc Pyche personally appeared, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Manager for 236 South Elm Street LLC, a Massachusetts limited liability company, as the voluntary act of the limited liability company.

, Notary Public

My Commission Expires:

(13,3)



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor is hereby authorized to file Articles of Organization for the Haverhill Park Foundation, Inc., a copy of which is attached hereto and incorporated herein, with the Secretary of the Commonwealth. Any and all rights the City shall have to ownership of real property located at 236 South Elm Street and the development of the property for purposes of public park thereon by way of a Purchase and Sale Agreement with PE Realty Partners, LLC dated July 6, 2020, and, a Special Permit to said PE Realty Partners, LLC filed with the City Clerk's Office on June 16, 2021, or otherwise established, are hereby assigned to the Haverhill Park Foundation, Inc. upon its incorporation. The Mayor is authorized to execute any documents necessary to effectuate the above assignment.

Examiner

Name

Approved

C
P
M
R.A.

P.C.

The Commonwealth of Massachusetts
William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION
(General Laws, Chapter 180)

ARTICLE I

The exact name of the corporation is:

Haverhill Park Foundation, Inc. (the "Corporation")

ARTICLE II

The purpose of the Corporation is to engage in the following activities:

The purpose and mission of the Corporation is to establish and maintain, for the benefit of the residents of the City of Haverhill and the public at large, a park offering recreational and educational opportunities. The Corporation will work, through community service, fundraising, educational programs, recreational programs, community organization and advocacy, encourage citizens to take an active role in protecting this open space. The Corporation, along with its officers and other interested parties, public and private, promote its goal of maintaining and preserving the park. The Corporation will conduct such other activities and programs in furtherance of the charitable and educational purposes as may be carried out by an organization under M.G.L. c. 180 and as defined in Section (501)(C)(3) of the Internal Revenue Code or any corresponding section of a future federal tax code.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

Section 1. Composition of Board

The Foundation shall be governed by a Board of Directors ("Board") of the Foundation, which shall consist of not less than 5 members and not more than 11 members. Any person employed by the Corporation is not eligible for membership on the board. The then Mayor shall serve as one of the members of the Board.

Section 2. Nominations

The Board of Directors of the Corporation will be appointed by the then Mayor of Haverhill. The Board of Directors may present its recommendations for appointments to the Mayor for his/her consideration. One member of the Board shall also be a current member of the City Council. All appointments to the Board, other than the Mayor, shall be confirmed by the Haverhill City Council.

Section 3. Election and Terms of Office

The Board members shall be appointed for three-year terms of office, except that the terms of four (4) of the initial Board members shall be for a term of one-year, so as to provide for staggered terms. Board

members may be re-appointed for additional terms, with confirmation by the Haverhill City Council. When a re-appointment or replacement is made, the re-appointment or replacement shall be considered effective on the date that the prior term expired (i.e., the new term does not begin on the date of the election). The then Mayor shall serve as President of the Board and the Board shall elect a Treasurer and Clerk of the Board from the members of the Board of Directors every fiscal year or at such other times as a vacancy may occur.

Section 4. Regular Board Meetings

The meetings of the Board shall be held to further the purposes of the corporation. These meetings may be held at such times and places in Massachusetts as the Board determines, but no fewer than three (3) times each fiscal year. Electronic or teleconferencing meetings may be held as deemed appropriate.

Section 5. Quorum

A majority of the Directors of the Corporation shall constitute a quorum for the transaction of business. For meetings conducted through electronic media, board members are considered present by stating their name or signing on as participants in the meeting. Such presence is recorded in the minutes or record of the meeting.

Section 6. Special Meetings

Special meetings may be called by the President or at the request of at least three (3) of the members of the Board on a minimum of forty-eight (48) hours written notice (which may include electronic means), for the purpose specified in the notice.

Section 7. Notice of Meetings

Notice of regular board meetings will be sent at least two weeks in advance, and a calendar of meetings for each year will be developed annually. Meeting notices will be delivered personally or sent by mail or electronic means to each Director at her/his address as shown in the records of the Corporation.

Section 8. Voting

There will be no proxy voting. If a meeting is conducted electronically or by teleconference, members who have indicated their presence may vote by whatever means deemed acceptable by the Board Chair. A tally of the individual votes will be made and recorded in the minutes or records of the Corporation.

Section 9. Compensation and Disclosure

Board members shall serve without compensation. However, from time to time the Corporation may enter into agreements or activities with Board members or the companies or organizations they represent which may benefit them or their companies financially. Such relationships shall be fully disclosed to the Board of Directors and the Mayor of the City of Haverhill prior to entering into such agreements. Board members must abstain from voting on any matter in which they or their company may be involved financially. The Board may agree to compensate travel and accommodation costs for Board members living far from any designated meeting.

Section 10. Vacancies

Any vacancy on the Board of Directors shall be filled by the Mayor of Haverhill, with confirmation by the confirmation by the City Council. Said successor shall hold office for the balance of the unexpired term. Such successor may be re-appointed for additional terms.

Section 11. Resignation

Any Director may resign at any time by delivering written notice to the Secretary or Chair of the Board. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

Section 12. Removal

Any Director may be removed without cause at any time by the Mayor or by a majority of the entire Board, at a regular or special meeting called for that purpose. Any Director under consideration of

removal must first be notified by written notice at least five (5) days prior to the meeting at which the vote will be taken. Notwithstanding the foregoing, in order to ensure that the Board remains a dynamic working group, a Director may be removed if the Director has three (3) consecutive unexcused absences from meetings of the Board. It is the responsibility of the Director to notify the Chair or Secretary if they are unable to attend a meeting.

ARTICLE IV

***Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the Corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the Corporation, or of its directors or members, or of any class of members, are as follows:*

1. Powers of the Corporation. The Board of Directors shall have and may exercise all of the granted to a non-profit corporation pursuant to the provisions of M.G.L. Chapter 180, Section 6 as now in effect or hereafter amended and of Section 9 of Chapter 156B of said General Laws (other than those powers set forth in clause (m) of said Section 9), as set forth more particularly in the Corporation's Bylaws, in each case to the extent not inconsistent with the requirements contained in Section 501(c)(3) of the Internal Revenue Code, including, but not limited to, the following: (a) the Corporation may sue and be sued; (b) the Corporation may adopt and use a corporate seal; (c) the Corporation may solicit and receive contributions from any and all sources; (d) the Corporation may enter into contracts in furtherance of the aforementioned purposes; (e) the Corporation may buy, sell, donate, receive, lease, and accept and grant other property interests to accomplish the goals of the Corporation; (f) the Corporation may be a partner in any enterprise which it would have the power to conduct by itself; and (g) the Corporation shall also have all others powers set forth in the Corporation's Bylaws.
2. Tax Exemption. Notwithstanding any other provision of these Articles, the Corporation is organized exclusively for charitable and educational purposes, and intends at all times to qualify and remain qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and in connection therewith:
 - (i) the Corporation is not formed for and shall not be conducted or operated for pecuniary profit or financial gain, and no part of its assets, income or profit shall be distributed to or inure to the benefit of any private individual or individuals, provided that nothing herein shall prevent the corporation from paying reasonable compensation to any person for services rendered to or for the benefit of the Corporation in furtherance of one or more of its purposes;
 - (ii) no substantial part of the activities of the Corporation shall be devoted to the carrying on of propaganda or otherwise attempting to influence legislation, except to the extent permitted by the Internal Revenue Code whether pursuant to an election under Section 501(h) of the Code or otherwise, and no part of the activities of the Corporation shall be devoted to participating or intervening in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office;
 - (iii) the Corporation shall not engage in or include among its purposes any activities not permitted to be carried on by a corporation exempt from federal income taxation under Section 501(c)(3) of the code or corresponding provisions of subsequent tax laws; and
 - (iv) in any taxable year in which the Corporation is a private foundation as described in Section 509(a) of the code, the corporation shall distribute its income for such period at such time and manner as not to subject it to tax under Section 4942 of the Code or corresponding provisions of any subsequent federal tax laws, and the Corporation shall not (A) engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code or

corresponding provisions of any subsequent federal tax laws, (B) retain any excess business holdings as defined in section 4943(c) of the Code or corresponding provisions of any subsequent federal tax laws, (C) make any investments in such manner as to subject the corporation to tax under Section 4944 of the Code or corresponding provisions of any subsequent federal tax laws, or (D) make any taxable expenditures as defined in Section 4945(d) of the code or corresponding provisions of any subsequent federal tax laws.

3. Amendments. The Corporation may make, amend, or repeal the Bylaws of the Corporation provided that it has been approved (a) by a two-thirds (2/3) vote of the Board of Directors present at a regular or special meeting of the Board duly called for that purpose, provided that notice of the substance of the proposed alteration, amendment or repeal shall be stated in a notice for such meeting mailed to the Board of Directors no less than ten (10) days before such meeting, and (b) the Mayor of the City of Haverhill in writing.
4. Exculpation; No Personal Liability. The Corporation shall, to the extent legally permissible and only to the extent that the status of the Corporation as an organization under Section 501(C)(3) is not affected thereby, indemnify each of its officers, directors, employees and other agents against all liabilities and expenses. The term "interest" shall include personal interest and interest as a director, officer, stockholder, shareholder, member or beneficiary of any concern. No officer or director of the Corporation shall be personally liable to the Corporation for monetary damages for breach of fiduciary duty as an officer or director, except to the extent that the elimination or limitation of liability is not permitted under applicable law in effect when such liability is determined. No amendment or repeal of this provision shall deprive an officer or director of the benefits hereof with respect to any act or omission occurring prior to such amendment or repeal.
5. Dissolution. Upon the dissolution of the Corporation, all assets of the organization remaining after all liabilities and obligations of the Corporation have been paid, satisfied and discharged, will be transferred and distributed to only to an organization in the Massachusetts area having a like purpose or to a governmental entity for the purpose of furthering the goals set forth herein, as are permitted by law under Section 501(C)(3) or any corresponding section of any future federal tax code. No assets shall be conveyed or distributed to any individual or any organization created or operated for profit.
6. Successor Provisions. All references herein to provisions of the Internal Revenue Code and the Massachusetts General Laws refer to such provisions as in effect from time to time, including any successor provisions thereof.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial Directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, having been duly elected.

ARTICLE VI

The effective date of organization of the Corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the Corporation in Massachusetts is: 4 Summer Street, Room 100, Haverhill, MA 01830.

b. The name, residential address and post office address of each director and officer of the Corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:			
Clerk:			
Directors: (or officers having the powers of directors)			

c. The fiscal year of the Corporation shall end on June 30th of each calendar year.

d. The name and business address of the resident agent, if any, of the Corporation is:

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain. None.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this _____ day of _____, 20_____,

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

THE COMMONWEALTH OF MASSACHUSETTS **ARTICLES**

OF ORGANIZATION

(General Laws, Chapter 180)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ _____ having been paid, said articles are deemed to have been filed with me this _____ day of _____ 20 ____ .

Effective date: _____

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Contact information:

Telephone: _____

Email:

A copy this filing will be available on-line at
www.state.ma.us/sec/cor once the document is filed.

HAVERHILL PARK FOUNDATION, INC.

BYLAWS

BYLAWS OF HAVERHILL CITIZENS FOUNDATION, INC.

ARTICLE I - NAME, PURPOSES, POWERS AND RELATED MATTERS

1. Name, Principal Location and Purpose. The name of the corporation shall be the Haverhill Park Foundation, Inc. (hereinafter in these Bylaws referred to as the "Corporation"). The location of its principal office shall be 4 Summer Street, Room 100, Haverhill, MA 01830.
2. Powers. The powers of the Corporation and of its Directors and Officers, and all matters concerning the conduct and regulation of the affairs of the Corporation and the manner in which its purposes may be accomplished, shall be governed by the Articles of Organization and these Bylaws and such operating rules and procedures as may be promulgated or approved by the Corporation's Board of Directors from time to time.
3. Articles of Organization. All references in these Bylaws to the Articles of Organization shall mean the Articles of Organization as may be amended from time to time and properly filed with the Secretary of the Commonwealth of Massachusetts.
4. Mission Statement. The purposes of the Corporation shall at all times be exclusively charitable purposes as defined by Section 501(c)(3) of the United States Internal Revenue Code, as amended from time to time, and for purposes recognized by M.G.L. c. 180, s. 4. The mission of the Corporation is to provide the residents of the City of Haverhill and the public at large with a park offering recreational and educational opportunities. The Corporation will work, through community service, fundraising, educational programs, recreational programs, community organization and advocacy, encourage citizens to take an active role in protecting this open space. The Corporation, along with its officers and other interested parties, public and private, promote its goal of maintaining and preserving the park. The Corporation will conduct such other activities and programs in furtherance of the charitable and educational purposes as may be carried out by an organization under M.G.L. c. 180 and as defined in Section (501)(C)(3) of the Internal Revenue Code, as the same may be amended from time to time or the corresponding section of any future tax code.

ARTICLE II - MEMBERSHIP

1. No Membership Classes. The Corporation shall have no members who have any right to vote or title or interest in or to the Corporation or any property of the Corporation.

ARTICLE III - BOARD OF DIRECTORS

1. Number and Appointment of Directors. The Corporation Board shall have not less than 5 members and not more than 11 members. The then Mayor shall serve as one of the members of the Board. The Board of Directors of the Corporation will be appointed by the then Mayor of Haverhill. The Board of Directors may present its recommendations for appointments to the Mayor for his/her consideration. One member of the Board shall also be a current member

of the City Council. All appointments to the Board, other than the Mayor, shall be confirmed by the Haverhill City Council.

2. Term of Office. The term of the Directors appointed by the Mayor shall be three (3) years, provided, however, that in order to have staggered terms, four (4) of the Directors shall have an initial term of one (1) year terms; thereafter, all Directors shall have a term of three (3) years. There is no limit to the terms that a Director may serve. Each Director shall hold office until his or her successor is appointed, unless removed prior thereto in accordance with law or these Bylaws.

3. President and Vice President. The President and Vice President of the Board of Directors shall be elected annually at the Annual Meeting by a majority of the Directors then serving. The President shall also be the President of the Corporation and the Vice-President shall also be the Vice President of the Corporation.

4. Powers. The Board of Directors have and may exercise all of the granted to a non-profit corporation pursuant to the provisions of M.G.L. Chapter 180, Section 6 as now in effect or hereafter amended and of Section 9 of Chapter 156B of said General Laws (other than those powers set forth in clause (m) of said Section 9), in each case, to the extent not inconsistent with the requirements contained in Section 501(c)(3) of the Internal Revenue Code. including, but not limited to, the following:

- (a) The Corporation may sue and be sued;
- (b) The Corporation may adopt and use a corporate seal;
- (c) The Corporation may solicit and receive contributions of money and property interests of all kinds from any and all sources and may receive, hold and invest in trust or otherwise, funds and property interests received by gift, bequest, grant, donation, or devise;
- (d) The Corporation may enter into contracts, give guarantees in furtherance of its corporate purposes and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, drafts, bonds and other obligations, and secure any of its obligations by mortgage, pledge or encumbrance of, or security interest in, all or any of its property or any interest therein, wherever situated;
- (e) The Corporation may purchase, receive or take by grant, gift, devise, bequest or otherwise, lease or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real and personal property, wherever situated;
- (f) The Corporation may sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage, pledge, encumber or create a security interest in, all or any of its property, or any interest therein, wherever situated;

- (g) The Corporation may deal in and with bonds and other obligations, shares, or other securities or interests issued by others, whether engaged in similar or different business, governmental, or other activities;
- (h) The Corporation may borrow or lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested, provided that none of the funds or other assets of the Corporation shall be donated to or loaned directly or indirectly to any Director;
- (i) The Corporation may do business, carry on its operations, and have offices and exercise its powers granted by Massachusetts General Laws, Chapter 180, in any jurisdiction within or without the United States, although the Corporation shall not be operated for the primary purpose of carrying on for profit a trade or business unrelated to tax exempt purposes;
- (j) The Corporation may make grants, donations or contributions in such amounts as the Directors shall determine of all or part of the funds and property of the Corporation in furtherance of the purposes of the Corporation to such organizations that are exempt from federal income tax under Section 501(c)(3) of the Code, or to organizations to which contributions are deductible under Section 170(c)(2) of the Code and which are not a private foundation within the meaning of Section 509 of the Code, or to the Commonwealth of Massachusetts and any political subdivision thereof but only if for exclusively public purposes;
- (k) The Corporation may become a partner in any general or limited partnership or in any joint venture or in any other business enterprises organized for the purpose of accomplishing any of the purposes contained in these Articles of Organization;
- (l) The Corporation may provide facilities, personal property and funds in order to assist public agencies or other private nonprofit agencies to achieve the purposes of the Corporation;
- (m) The Corporation shall, to the extent legally permissible and only to the extent that the status of the Foundation as an organization under Section 501(C)(3) is not affected thereby, indemnify each of its officers, directors, employees and other agents against all liabilities and expenses, as set forth more particularly in Section _____. The term "interest" shall include personal interest and interest as a director, officer, stockholder, shareholder, member or beneficiary of any concern;
- (n) The Corporation shall have no capital stock and its business, objects and purposes shall not be conducted directly or indirectly for profit, nor shall it engage in any substantial manner in any activities which are not in furtherance or one or more of the purposes for which it is formed;
- (o) No part of the assets of the Corporation and no part of any net earnings of the Corporation shall be divided among or inure to the benefit of any officer or director

of the Corporation or any private individual or be appropriated for any purpose other than the purposes of the Corporation as herein set forth; and no substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation except to the extent the Corporation makes expenditures for purposes of influencing legislation in conformity with the requirements of Section 501(h) of the Code; and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. It is intended that the Corporation shall be entitled to exemption from federal income tax under Section 501(c)(3) of the Code and that it shall not be a private foundation under Section 509(a) of the Code; and

- (p) The Corporation may exercise such other powers, take such other actions and execute any and all documents as may be necessary or appropriate to further the charitable and educational purposes of the Corporation.

5. Schedule of Meetings. The Board of Directors shall hold at least three (3) regular meetings during each fiscal year of the Corporation. The first meeting held after June 30 of each year shall be the Annual Meeting. The Board of Directors may hold special meetings whenever requested by the President or at least three (3) of the Directors. All meetings shall be held within the Commonwealth of Massachusetts. The Clerk shall cause written notice of the regular and any special meetings to be mailed or delivered verbally or electronically to each Director at least two (2) weeks before the date of the meeting, unless all of the Directors attend or sign a written waiver of notice.

6. Meetings Open to the Public. All meetings of the Board of Directors shall be open to the public in accordance with the applicable provisions of G.L. c. 30A ss. 18-25. As guidelines for the conduct of meetings of the Board of Directors, the Corporation adopts the open meeting law procedures specified in G.L. c. 30A ss. 18-25.

7. Quorum of Directors. A majority of the Directors then serving shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

8. Actions of the Board. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Corporation's Articles of Organization, or these Bylaws.

9. Compensation of Directors. Members of the Board of Directors shall not be compensated for their services as Director. However, from time to time the Corporation may enter into agreements or activities with Board members or the companies or organizations they represent which may benefit them or their companies financially. Such relationships shall be fully disclosed to the Board of Directors and the Mayor of Haverhill prior to entering into such agreements. Board members must abstain from voting on any matter in which they or their

company may be involved financially. The Board may agree to compensate travel and accommodation costs for Board members living far from any designated meeting.

10. Removal and Termination. Any Director may be removed from the Board of Directors for cause by a two-thirds majority vote of those present and voting at a regular or special meeting of the Board of Directors or by the Mayor of the City of Haverhill. Any Director proposed to be removed by the Board of Directors or by the Mayor shall be entitled to at least ten (10) days notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon. Such Director shall be entitled to appear before and be heard by the Board of Directors/Mayor at such meeting, prior to a vote for removal taking place.

ARTICLE IV – OFFICERS

1. Officers of the Corporation. The Officers of the Corporation shall consist of a President, Vice President, Clerk, Treasurer and such other Officers, as the Board of Directors may deem desirable. All Officers shall be elected by the Board of Directors.

Each Officer of the Corporation shall be elected annually at the Annual Meeting of the Corporation, and thereafter until his or her successor is chosen and qualified.

Each Officer shall hold office until his or her successor is appointed, unless removed prior thereto in accordance with law or these Bylaws.

The Board of Directors may remove from office any Officer by a vote of two-thirds (2/3) of its entire number then in office.

A vacancy in any office may be filled by vote of the Board of Directors.

Officers shall not be compensated for their services as Officers.

2. Duties of Officers. The President shall preside, when present, at all meetings of Directors. The President shall have other and additional duties and responsibilities as the Board of Directors may from time to time determine.

The Vice President shall fulfill all duties and responsibilities of the President in the absence of the President and shall have other and additional duties and responsibilities as the Board of Directors may from time to time determine.

The Clerk shall issue notices of all meetings of the Board of Directors, and shall send such official notices as may be directed by the Board. The Clerk shall also be responsible for keeping written minutes of all meetings, for all general correspondence of the Board and in general shall perform all duties incident to the office of the Clerk as may be required by law and such other duties as from time to time may be assigned by the President or by the Board of Directors. The issuance of notices and the keeping of minutes may be delegated to the staff of the Corporation.

The Treasurer shall be responsible for the custody of the corporate funds; keeping full and accurate accounts of receipts and disbursements to the Corporation; depositing all monies in the name of the Corporation, in such depositories as may be designated by the Board of Directors; and shall furnish a monthly financial statement and an annual statement of all receipts and disbursements of the Corporation to the Board of Directors. If requested by the Board of Directors, the Treasurer shall be required to give a bond.

ARTICLE V – INDEMNIFICATION

1. The Corporation shall, to the extent legally permissible and only to the extent that the status of the Foundation as an organization under Section 501(C)(3) is not affected thereby, indemnify each of its officers, directors, employees and other agents against all liabilities and expenses.

2. The Corporation will, to the extent legally permissible and only to the extent that the status of the Corporation as an organization under Section 501(C)(3) of the Internal Revenue Code is not affected thereby indemnify, each person who may serve or who has served at any time as a Director or Officer of the Corporation against all expenses and liabilities (including attorneys' fees, judgments, fines, excise taxes, penalties and amounts payable in settlements) reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administratively or investigative, in which such person may become involved by reason of serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless he or she is successful on the merits, the proceeding was authorized by the Corporation or the proceeding seeks a declaratory judgment regarding his or her own conduct.

3. Notwithstanding the above, no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation, or for any action described in Section 1 (a), (b), or (c) above. Provided, further, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, the payment and indemnification thereof shall have been approved by the Corporation, which approval shall not unreasonably be withheld, or by a court of competent jurisdiction. Such indemnification shall include payment by the Corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated to be not entitled to indemnification under this section, which undertaking may be accepted without regard to the financial ability of such person to make repayment.

4. A person entitled to indemnification hereunder whose duties include service or responsibilities as a fiduciary with respect to an affiliate or other organization shall be deemed to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation.

5. Where indemnification hereunder requires authorization or approval by the Corporation, such authorization or approval shall be conclusively deemed to have been obtained,

and in any case, where a Director of the corporation approves the payment of indemnification such Director shall be wholly protected, if:

- the payment has been approved or ratified;
- by a majority vote of a quorum of the Directors consisting of persons who are not at that time parties to the proceeding; or
- by a majority vote of a committee of one or more Directors who are not at that time parties to the proceeding and are selected for this purpose by the full board in which selection Directors who are parties may participate; or
- the action is taken in reliance upon the opinion of independent legal counsel (who may be counsel to the Corporation) appointed for the purpose by vote of the Directors, or the payment is approved by a court of competent jurisdiction; or
- the Directors have otherwise acted in accordance with the applicable legal standard of conduct.

7. Any indemnification or advance of expenses under this Article shall be paid promptly and in any event within thirty (30) days, after the receipt by the Corporation of a written request therefor from the person to be indemnified, unless with respect to a claim for indemnification the Corporation shall have determined that the person is not entitled to indemnification.

8. If the Corporation denies the request or if payment is not made within such thirty (30)-day period, the person seeking to be indemnified may at any time thereafter seek to enforce his or her rights hereunder in a court of competent jurisdiction and, if successful in whole or in part, he or she shall be entitled also to indemnification for the expenses of prosecuting such action.

9. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a Director, Officer or other person entitled to indemnification hereunder.

10. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which such Director, Officer, or other persons may be entitled.

11. Nothing contained in this Article shall affect any rights to indemnification to which Corporation employees or agents, other than Directors, Officers and other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

ARTICLE VI – MISCELLANEOUS PROVISIONS

1. Fiscal Year. Except as from time to time otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be twelve (12) months ending June 30 of any given year.

2. Annual Financial Review. The account books of the Corporation shall be reviewed annually by an independent certified public accountant retained by the Board of Directors, and the report of such accountant shall be filed with the records of the Corporation.

3. Corporation Instruments. The Corporation shall at all times keep its own bank accounts, books and records. Notes, checks, other evidences of indebtedness and such other instruments as the Corporation may issue in the conduct of its business shall carry the signature of the President and such other officer or officers of the Board of Directors as may from time to time be determined by resolution.

No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

4. Amendments. Any part or all of these Bylaws may be altered, amended or repealed from time to time if the same has been approved by: (a) a two-thirds (2/3) vote of the Board of Directors present at a regular or special meeting of the Board duly called for that purpose, provided that notice of the substance of the proposed alteration, amendment or repeal shall be stated in a notice for such meeting mailed to the Board of Directors no less than ten (10) days before such meeting, and (b) the Mayor of the City of Haverhill in writing.

5. Conflict of Interest. The Corporation adopts the applicable provisions of the Massachusetts conflict of interest laws, G.L. c. 268A. No Director or Officer of the Corporation may participate in the evaluation, review, and approval of any application for a grant or any other matter in which he or she has a direct personal and/or financial interest.

All grants and other transactions shall be conducted at arm's length and shall not violate the prescriptions on the Articles of Organization, these Bylaws, state or federal law, or any other applicable prohibition against the Corporation's use of application of its fund for private benefit.

No such grant, loan or other transaction shall be entered into if it would result in denial or loss of tax-exempt status under Section 501(c) or other applicable section of the Internal Revenue Code and its regulations as they now exist or as they may be hereafter amended.

6. Public Records. The Corporation adopts the applicable provisions of the Massachusetts public records laws, G.L. c. 66.

7. Seals. The Board of Directors may approve and adopt a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "Corporate Seal." The seal shall be stamped or affixed to such documents as may be prescribed by law or custom or by the Board of Directors.

8. Non-Discrimination. Selection of the Board of Directors, Officers of the Corporation, Volunteers and Staff shall not be based on sex, race, color, religion, age, national origin, or sexual preference.

9. Conduct of Meetings. All meetings shall be governed by Robert's Rules of Order, or other published rules of order selected, and adopted from time to time by the Board of Directors, except as they may conflict with these Bylaws.

THESE BYLAWS ARE HEREBY ADOPTED BY THE BOARD OF DIRECTORS OF THE CORPORATION AS OF THIS ____ DAY OF OCTOBER, 2021.

HAVERHILL PARK FOUNDATION, INC.

_____,
President, Board of Directors

Related communication 13. (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**

October 15, 2021

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

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

RE: Orders - 236 South Elm Street and Haverhill Park Foundation, LLC

As you are aware, the developer of the former Ornsteen site agreed to purchase and develop a public park at 236 South Elm Street as a part of the Purchase and Sale Agreement with the City and as a condition of the Special Permit granted by the Council for development of the Ornsteen site. Because there were certain deed restrictions on the use of the 236 South Elm Street site by the Getty Petroleum Company (also referred to as Leemilt's Petroleum, Inc.), the Developer has been negotiating with them for the removal of the restrictions to allow for the park. They recently concluded the negotiations and Getty is requiring as part of their agreement to modify the deed restrictions that the City provide an indemnification to them as to potential environmental liabilities on the site.

After a review of the environmental site assessment, and consultation with the City's longtime outside environmental legal counsel Michael Leon, we have determined that the risk involved is not significant. This parcel is safe to be developed and used as a public park. In addition, we have required that the Developer purchase a 10 year, \$5,000,000 environmental liability policy which will name both the City and the Foundation as additional insureds and protect against any such claims. If you would like a copy of the site assessment or the policy coverage, kindly advise.

In an abundance of caution and to provide the City with the maximum level of protection, it would be my recommendation that the City establish a separate non-profit corporation, Haverhill Park Foundation, LLC, to take title to the property. Before you for approval will be an Order which would authorize the Mayor to do so. The Mayor and one City Councilor would be members of the Board of Directors and all nominations to the Board would be subject to Council confirmation. I have included the Articles of Organization and the Bylaws with the Order for your review.

PAGE TWO OF TWO - 236 South Elm Street and Haverhill Park Foundation, LLC

You will also have before you the Mayor's nominations for the initial Board of Directors. For your information I have attached a copy of the deed from the current owner to the Foundation and the Property Access and Easement Agreement, which allows the Developer access to the site during construction of the project and includes the obligations of the Developer to create the park.

A firm closing date by the Developer on all parcels is schedule for Thursday, October 21, 2021. If you have any questions or concerns, I would respectfully request that you contact e before next Tuesday's meeting so that I may be able to provide a timely response. I will also be attending the Council meeting to answer any questions you may have. Thank you.

cc: James J. Fiorentini, Mayor

Quitclaim Deed

236 SOUTH ELM STREET LLC, a Massachusetts limited liability company ("Grantor"), grant to HAVERHILL PARK FOUNDATION, INC., a Massachusetts non-profit corporation ("Grantee"), for consideration paid of Six Hundred Sixty Five Thousand and 00/100 Dollars (\$665,000.00), with quitclaim covenants,

that certain parcel of land, together with the improvements thereon, situated in Bradford (Haverhill), Essex County, Massachusetts, and known as 236 South Elm Street, all as more particularly described in Exhibit A attached hereto and made a part hereof.

Grantor is not classified as a corporation for federal tax law purposes for the current tax year.

SUBJECT TO Grantee's covenant on behalf of itself, its successors and assigns to defend, indemnify and hold Leemilt's Petroleum, Inc., a New York corporation, and its parent and affiliated companies and their successors and assigns harmless from and against all claims, actions, losses, demands, judgments, damages or liabilities (including, without limitation, reasonable attorneys' fees, costs and disbursements), injuries, fines, payments, administrative orders, consent agreements, penalties, cost and expenses of any kind whatsoever brought with respect to any and all environmental conditions and contamination on, under or related to the Premises, other than the environmental conditions set forth in that certain Immediate Response Action Completion Report dated December 21, 2010 and Release Abatement Measure (RAM) Plan Report dated March 4, 2013, (such condition, the "Baseline Condition"), attached to the Deed recorded with Essex South District Registry of Deeds in Book 32544, Page 465 ("Leemilt's Deed") as Exhibit A, and from Grantee's failure to comply with or to remediate the Premises in accordance with all applicable laws, rules and regulations, including without limitation, with respect to any underground storage tanks and any contamination related to such underground storage tanks or their associated piping, lines and motor fuel dispensing

systems. Grantee hereby acknowledges that the Premises has been used as a retail gasoline service station including the storage, sale, transfer and distribution of fuels and other petroleum products containing hydrocarbons and that there may be hazardous substances in connection therewith on and under the Premises. Grantee shall be responsible, at its sole cost and expense, for the removal and disposal of any and all contaminated soil discovered by Grantee in connection with Grantee's development of the Premises ("Soil Removal and Disposal") (such disposal to be by low level thermal desorption), whether or not such contaminated soil may be alleged to be a part of the environmental condition of the Premises set forth in the report(s) attached to the Leemilt's Deed as Exhibit A. Further, the Soil Removal and Disposal shall be carried out by Grantee in accordance with applicable laws and Grantee hereby indemnifies Grantor from any claims, liabilities, losses and damages (including, without limitation, reasonable attorneys' fees, costs and disbursements) arising from Grantee's failure to properly conduct the Soil Removal and Disposal.

SUBJECT TO: the Premises not being used, in whole or in part, for a period of thirty (30) years from June 6, 2013, (i) as an automobile service station, petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel used for internal combustion engines, or lubricants in any form, or other petroleum or petroleum-related products customarily associated with service stations, or (ii) for residences of any type, places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing homes or similar geriatric facilities, child care, playground or recreational area, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), agricultural uses, or the construction or installation of any water wells for drinking or food processing.

SUBJECT TO: the right of Leemilt's Petroleum, Inc and its successors and assigns to enter the Premises, or cause their designee to enter the Premises, in order to remediate the Baseline Condition, if required by applicable law, to non-residential property standards using any approved methodology in accordance with applicable law.

These foregoing covenants and use restrictions shall bind Grantee, its successors and assigns, and any subsequent purchasers or owners of the Premises and the Premises itself, and shall be deemed covenants running with the land and each portion thereof.

SUBJECT TO: a certain Notice of Activity and Use Limitation dated as of September 12, 2018 recorded with the Essex South District Registry of Deeds in Book 37007, Page 200.

For Grantors' title see Quitclaim Deed from Leemilt's Petroleum, Inc. to 236 South Elm Street LLC dated as of June 6, 2013 and recorded with the Essex South District Registry of Deeds in Book 32544, Page 465.

[Signatures appear on next pages]

Executed as a sealed instrument this _____ day of October, 2021.

236 SOUTH ELM STREET, LLC

By: _____
MARC PYCHE, Manager

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss

On this ____ day of October, 2021 before me, the undersigned notary public, personally appeared MARC PYCHE, Manager and authorized signatory as aforesaid, who proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state government agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Manager and authorized signatory of 236 SOUTH ELM STREET, LLC.

Notary Public
My Commission Expires:

Exhibit A

The land situated in Haverhill, Essex County, Massachusetts, with buildings thereon, being three certain adjoining parcels located on the Northerly side of Railroad Avenue and on the Southerly side of the Merrimack River, bounded and described as follows:

First Parcel: Beginning on a public way in extension of Elm Street at Merrimack River, thence running

South $12^{\circ} 12' 11''$ East by said street about one hundred thirty-five (135) feet to other land or location of the Boston and Maine Railroad at a point fifty-five (55) feet Westerly from and on a line radial to the center line of the West bound main track of said Railroad; thence turning and running

South $23^{\circ} 10'$ West by said land or location about one hundred seventy-six (176) feet to land now or formerly of Ordway at a point sixty-four (64) feet Westerly from and on a line radial to said center line; thence turning and running

North $14^{\circ} 59' 51''$ West by said last named land about two hundred seventeen (217) feet to said river, thence turning and running

Northeasterly by said river about one hundred twenty-seven and five tenth (127.5) feet to the point of beginning; be all of said measurements more or less.

Said parcel containing about nineteen thousand one hundred two (19,102) square feet and being shown up on a plan marked 'Land in Haverhill, Mass., Boston and Maine Railroad to Samuel Milhender, et al, E. D. Chapman Real Estate Eng. Sept. 1923', recorded with Essex South Deeds in Book 2580, Page 248.

Excluding therefrom the triangular piece of land taken in fee by the City of Haverhill by Order dated May 18, 1971, Document 94-M, recorded with said Deeds in Book 5767, Page 516.

Second Parcel: Beginning at the Northeasterly corner thereof by the Merrimack River and the above first parcel thence running

Southwesterly by said first parcel about one hundred seventy-nine (179) feet to a stake situated twenty-six and $17/100$ (26.17) feet Northerly from Railroad Avenue, thence running

Northwesterly about one hundred sixty-six (166) feet to the Merrimack River, thence running

Northeasterly about seventy-six (76) feet to the said first parcel and point of beginning, all of said measurements being more or less.

The foregoing parcel is a triangular piece of land containing 6,260 square feet more or less as shown on plan of land of Samuel Milhender, et al by Louis C. Lawton C.E.

Third Parcel:

Beginning at the Northeasterly corner thereof by the Merrimack River and the above second parcel thence running

Southerly by said second parcel about two hundred, twenty-two and 72/100ths (222.72) feet to a stake at other land or location of Railroad Avenue thence turning and running

Southeasterly by said other land and Railroad Avenue about fifteen and 28/100ths (15.28) feet to a stake at other land or location of Railroad Avenue thence turning and running

Northwesterly by land now or formerly of Attilio and Robert Carbone about forty-seven and 8/10ths (47.8) feet to a stake thence turning and running

Northwesterly by land now or formerly of Attilio and Robert Carbone about one hundred eighty-five and 88/100ths (185.88) feet to the Merrimack River thence turning and running

Easterly by said Merrimack River about fifty-two (52) feet more or less to the point of beginning, all of said measurements being more or less.

The foregoing parcel contains approximately 9,020 square feet more or less as shown on a Plan of Land in Haverhill, Massachusetts as surveyed for Attilio and Robert Carbone April, 1950 by Charles H. Morse and Son, Engineers, recorded with said Deeds in Plan Book 79, Plan 70.

Reference is also made to a plan entitled Plan of Land in Haverhill, Mass. As Surveyed for Herman Milhender dated October 1973, by Clinton Foster Goodwin, Registered Land Surveyor, recorded with said Deeds in Plan Book 128, Plan 76, whereon the above-described First, Second and Third Parcels are shown together as a lot containing 43,080 square feet of land, more or less.

Excepting from the above First, Second and Third Parcels so much of the premises as was taken by Taking by the Commonwealth of Massachusetts Department of Highways, recorded at Book 19291, Page 21.

See the plans recorded at Plan Book 2580, Plan 248, Plan Book 79, Plan 70, Plan Book 3886, Plan 354, Plan Book 128, Page 76 and Plan Book 467, Plan 60.

PROPERTY ACCESS AND EASEMENT AGREEMENT

THIS PROPERTY ACCESS AND EASEMENT AGREEMENT (the “Agreement”) is entered into as of this ____ day of October, 2021 (the “Effective Date”) by and between **HAVERHILL PARK FOUNDATION, INC.** (“Owner”) and **CRP/PE RAILROAD AVE OWNER, L.L.C.** (“Developer”). Owner and Developer are sometimes referred to herein as “Party” and, together, the “Parties”.

Recitals:

A. Owner is the owner of that certain land located at 236 South Elm Street, Haverhill, MA, as more particularly set forth on Exhibit 1 attached hereto (the “Property”).

B. Developer is the owner of certain parcels contiguous to the Property and is the process of redeveloping the same for, among other things, residential purposes and related uses (Developer’s development project in the City of Haverhill is referred to as, the “Overall Development”)

C. In connection with Developer’s Overall Development, the City of Haverhill (the “City”) requires the Developer to perform certain services (as set forth more particularly below, the “Services”) with respect to the Property, including, without limitation, the redevelopment of the Property into a park and public open space, all at the Developer’s sole cost and expense (the “Park Project”).

D. In order to perform the Services, Developer, and its Permittees needs access to the Property and the Owner is amenable to granting the Developer temporary non-exclusive construction easement and permanent utility easement on the terms and conditions contained herein.

E. For the purposes of this Agreement, the term “Permittees” shall mean, with respect to any party, such party’s officers, directors, managers, partners, lenders, employees, agents, representatives, boards, commissions, consultants, contractors, customers, vendors, and suppliers, visitors, invitees, tenants, ground lessees and subtenants; and the term “Permittee” shall mean any one of the foregoing;

In consideration of the foregoing recitals and the mutual covenants set forth herein, the parties hereby agree as follows:

1. **Grant of Easements.** (a) Owner does hereby convey and grant unto Developer and its Permittees the right to enter upon, store materials on and travel and transport materials over and upon, the Property for the sole purpose of construction, laydown and staging purposes in connection with Developer’s performance of the Services and the Developer’s Overall Development, including without limitation, the construction of the Park Project on the Property in accordance with the plans and specifications set forth on Exhibit 2 (collectively, the “Construction Easement”). Without limiting the generality of the foregoing, but subject to the limitations hereinafter set forth, the Construction Easement includes, without limitation, the following non-exclusive rights over the Property: (a) rights of ingress, egress and passage by foot and by vehicle over and upon the Property; (b) the right to stage and store building materials and

construction equipment, trailers and vehicles on the Property; (c) the right to park vehicles of construction personnel and other Permittees on the Property; (d) the right to erect temporary fences and/or other barriers on the Property; (e) the right to erect temporary signage for construction purposes on the Property; (f) the right to construct the roadways and install share utilities with respect to the Developer's Overall Development; (g) the right to conduct environmental investigation and remediation of soil and groundwater contamination on or under the Park Project; and (h) ancillary uses to any of the above, provided the same is reasonably necessary for the development of the Park Project and the Overall Development. Nothing in this Section shall be deemed to prohibit Owner and its Permittees from utilizing the Property for any and all purposes provided that Owner does not materially interfere with the rights of the Developer and the Developer Permittees under the Construction Easement granted herein.

(b) In addition, and in connection with the Services, the Owner agrees to grant and convey to Developer, its affiliates and any utility company, without additional consideration, a utility easement or such other easements over the Property or such additional property owned by Owner, in each case in form and substance reasonably satisfactory to Owner, to enable the Developer and its Permittees to undertake the Services and the Overall Development, provided such easements do not interfere unreasonably with the use of the Property for public park purposes. The provisions of this paragraph shall survive the termination of this Agreement.

2. **Services.** Developer agrees to undertake the Services set forth on Exhibit 2 (the "Park Plans") and in accordance with the terms hereof and thereof. Developer acknowledges and agrees that the easements granted to Developer hereunder are conditioned upon Developer creating a safe and attractive public park on the Property and agrees to make only such modifications to the Park Project that are consistent with said objectives. Developer shall have the right to make changes to the Park Project provided, however, that Developer shall (a) inform the Owner of any such modification at least fifteen (15) days prior to undertaking the same, which notice shall include a description of the modification and include plans, specifications, and such other information as the Owner may reasonably request to make an informed decision, and the Owner approves of the same in writing, not to be unreasonably withheld (such approval to be provided within ten (10) business days of such request), (b) any such modifications shall: (x) be undertaken in accordance with applicable law.

3. **Costs Related to the Property.** During the term hereof, Developer shall bear all costs and expenses related to the performance of the Services and the maintenance and repair of the Property until such time as the Park Project has been substantially completed. Owner shall be responsible for all other costs related to the Property from and after the date of substantial completion (excluding real estate taxes which shall be Owner's obligation).

4. **Expiration.** Except for those provisions which specifically survive, the Construction Easement shall terminate, and thereafter be without further force or effect, upon completion of the Services and upon the issuance of a final certificate of occupancy for the Park Project and the Overall Development. Developer agrees that the Park Project shall be completed prior to the issuance of a certificate of occupancy for the Overall Development, and that Owner shall withhold said occupancy permit(s) until the Park Project has been substantially completed (that is, with only minor punch work remaining). At the expiration of the Construction Easement, Developer shall remove all construction debris, equipment, materials and any and all

other property from the Property; the foregoing shall survive the expiration or earlier termination of this Agreement.

5. **General Requirements and Conditions.**

5.1 **Indemnification.** Owner shall not be responsible for damage to property, or injuries to persons, or any other harm, injury or damage, arising out of, related to, incurred or caused by act, omission, negligence and/or intentional misconduct of the Developer or any of its Permittees or arising out of the exercise of any right, obligation or easement granted to (or imposed upon, as applicable) Developer hereunder, and Developer shall defend, indemnify and hold Owner and its Permittees (expressly including the City of Haverhill) harmless from and against all claims, demands, damages, costs, expenses, and/or liabilities of any kind or nature which may arise from, or be incident to the foregoing, except, in each case, to the extent such damage and/or injury is caused by the gross negligence or intentional misconduct of Owner or any of its Permittees. Likewise, Developer shall not be responsible for damages to property, or injuries to persons, incurred or caused by Owner or any of its Permittees in the exercise of any Owner's rights. Nothing herein is meant to limit Owner's indemnification obligations set forth in that certain deed conveying title to the Property to Owner, if any. The provisions hereof shall survive the expiration of the Construction Easement and/or the termination of this Agreement.

5.2 **Insurance.** From and after the date hereof, Developer shall at all times maintain the following insurance:

(a) One or more policies of comprehensive general liability insurance covering the entirety of the Property. At any and all times that Developer and/or its Permittee(s) enters onto the Property in exercise of any right, easement or obligation under this Agreement, Developer and its Permittee(s) making such entry shall maintain a policy of comprehensive general liability insurance covering the Property (or the portion thereof subject to the easement(s) or other right(s) or obligation(s) being exercised). Each policy of insurance required to be maintained pursuant to this Section shall be in amounts and covering such risks as are usually carried by commercial property owners in Essex County, Massachusetts, and in any event, shall be in an amount of not less than \$1,000,000.00 per occurrence, shall include coverage for bodily injury and property damage liability written on an occurrence basis with broad form endorsement, and shall otherwise be commercially reasonable in form and substance, and umbrella insurance of \$5,000,000.00.

(b) Environmental pollution legal liability plus insurance in the minimum amount of \$5,000,000 per occurrence, for Hazardous Materials on or emanating from the Property, which insurance shall include the cost of any remediation or clean-up required by any Governmental Authority or under the Environmental Laws and third party claims for bodily injury and property damage, shall be maintained by Developer at its sole cost and expense for a minimum term of ten (10) years from the Effective Date, regardless of whether the rights granted to Developer hereunder lapse or terminate.

(c) All such insurance policy shall be issued by a company licensed in the Commonwealth of Massachusetts and rated "A-" or better by AM Best (or such other rating as may be reasonably agreed to by the Parties), with premiums prepaid by Developer required

hereunder to maintain such policy. Notwithstanding the foregoing, if a first mortgage lender to either Party has greater insurance requirements than those set forth above, Developer shall maintain such greater coverages as such lender(s) may reasonably require. Each policy of insurance required hereunder to be maintained by Developer and/or its Permittee(s) shall name as additional insureds Owner and its Permittees (including the City of Haverhill) and any managing agent(s), tenant(s) and/or mortgagee(s) of the Property as may be requested in writing by Owner from time to time. Developer shall, and shall cause its Permittees to, deliver to Owner a copy of each insurance policy (or certificate thereof) required to be maintained under this Section on or prior to the date such policy is first required to be maintained hereunder, and thereafter not less than thirty (30) days prior to the expiration or other termination of any such policy, or at such other times as Owner may reasonably request the same.

5.3 **Work Standards; Cooperation.** Developer shall exercise the rights and obligations set forth herein in a good and workmanlike, safe and efficient manner which minimizes the effect thereof (to the extent commercially reasonable) upon the operations of the Owner hereto and in compliance with all applicable laws and regulations after obtaining, and in compliance with, all necessary permits, licenses and approvals. During the term hereof, Developer shall maintain and repair the Property in a suitable and safe condition in order to achieve completion of the Park Project. In the event that either Party undertakes repair or maintenance on the Property that is reasonably likely to disrupt the operations of the other Party's work hereunder or the use of the Property, shall provide not less than seven (7) days' advanced written notice of such intended repair or maintenance to the other Party except under the circumstances to address an emergency situation (including, without limitation, any threat of imminent harm to persons or property). Following delivery of such notice, the Parties agree to cooperate in good faith and use commercially reasonable efforts to minimize any disruption or disturbance to the use or operation of the Property. In the event of any disturbance or damage in the exercise of any right, easement or obligation hereunder to the Property, each Party shall restore the same as nearly as may be reasonably possible to the same condition as existed prior to such disturbance or damage.

5.4 **Mechanics' Liens.** Developer shall pay when due all claims, costs and expenses incurred, or claimed to be incurred, by or on behalf of Developer or its Permittees for services rendered and/or materials furnished to or within the Property or any portion thereof.

5.5 **Payment and Performance Bond.** Developer agrees to maintain, from the time Developer or its Permittees enter the Property, payment and performance bond in an amount equal to 100% of undertaking and completing the Park Project materially in compliance with the Park Plans, which bond shall be reasonably acceptable to Owner. In the event that Developer does not undertake or complete the Park Project, fails to complete it materially in compliance with the Park Plans within the time set forth herein, or fails to remove its equipment and other property from the Property, Owner shall have the right to call upon the surety to complete the same. Developer shall warrant the work done under the Park Project for a period of one (1) year after substantial completion of the same, and shall be responsible for curing or remedying any defects during said period. The provisions hereof shall survive the expiration or termination of this Agreement.

5.6 **Hazardous Materials.**

(a) Developer agrees to comply with all applicable laws, including, without limitation, any and all laws, statutes, codes, ordinances, rules, orders, and regulations of any federal, state or local government, and any other governmental body, and any political subdivision thereof, and any government, judicial, public, legislative or statutory instrumentality, tribunal, agency, authority, body or entity having legal jurisdiction over the matter or person in question (a "Governmental Authority") regulating, relating to or imposing liability or standards of conduct concerning the protection of or discharge of materials into the environment, including without limitation, Hazardous Materials, as now or may at any time hereafter be in effect, including without limitation Massachusetts General Laws, chapter 21E; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §1801, et seq. (collectively, the "Environmental Laws"). "Hazardous Materials" means any oil, hazardous, toxic or radioactive materials, substances or waste, as defined in federal, state, or local law regulating or addressing the generation, storage, use, or transportation of such materials, including, but not limited to, the Environmental Laws. Developer agrees that neither Developer nor any of the Developer's Permittees will use, generate, bring upon, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any of the Environmental Laws. Developer shall make all reasonable efforts to inform Owner in writing of any Hazardous Materials to be used, present or brought upon the Property, and shall provide updates if any of the information changes. Owner agrees that it will not, and will not allow any of its Permittees to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any of the Environmental Laws.

(b) Subject to the exceptions contained in subsection (c) below, Developer shall defend, indemnify, and hold harmless Owner and its Permittees from any and all liabilities and costs (including any and all sums paid for settlement of claims, litigation, expenses, reasonable attorneys' fees, consultant and expert fees) of whatever kind or nature, resulting from the failure of Developer or its Permittees to comply with any of the Environmental Laws and/or any Hazardous Materials on or about the Property which are in any way caused or exacerbated by or related to the acts, omission, negligence or intentional misconduct of Developer or its Permittees. Developer shall assume, at its sole cost and expense, any and all duties, responsibilities, and liabilities related to the investigation, clean up, and monitoring of Hazardous Materials, and pay all costs, losses, damages, penalties, sanctions, forfeitures and/or fines arising or related to non-compliance with Environmental Laws to the extent caused by the actions, omissions, negligence or willful misconduct of Developer or its Permittees on or about the Property. Owner reserves the right to inspect the Property for purposes of verifying compliance with these Hazardous Materials requirements and to take such measures as may be necessary or convenient to undertake any remediation if Developer fails to undertake the same. Nothing herein shall waive or impair any other rights and remedies available to Owner for Developer's failure to comply with the provisions of this Section.

(c) Notwithstanding the provisions of subsection (b), Developer shall have no obligation to indemnify Owner for costs, expenses, clean-up costs, penalties and fines to the extent caused by (i) the failure by Owner or any of its Permittees to comply with any of the Environmental Laws, and (ii) Hazardous Materials that are present on the Property prior to the date this Agreement was executed except to the extent Developer or its Permittees caused or

exacerbated the same (the “Owner Hazardous Activities”). Notwithstanding anything herein to the contrary, in no event shall Owner be responsible or liable to Developer or its Permittees for the Owner Hazardous Activities, it being agreed that in the event that the Owner Hazardous Activities materially and adversely affect Developer’s ability to use the Property for the purposes set forth herein, Developer’s sole and exclusive remedy therefor at law and in equity shall be terminate this Agreement, without penalty.

(d) The indemnifications and/or covenants of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of property conditions or any clean-up, remedial, removal or restoration work required by any Governmental Authority.

(e) The provisions of this Section will survive the expiration or termination of this Agreement.

5.7 **Completion Deadline.** In the event the Park Project is not substantially completed by December 31, 2024, subject to at least one 12-month extension of Developer, or, subject to Section 6.1 below, if the Park Project is not completed substantially in accordance with the Park Plans set forth in Exhibit 2, Owner shall have the right to call upon the surety to complete the work in accordance with this Agreement.

6. Miscellaneous Provisions

6.1 **Default.** A violation or breach of any of the terms hereof shall constitute an “Event of Default” under this Agreement if such violation shall continue for more than ten (10) business days after the non-defaulting Party sends written notice of such violation or breach to the defaulting Party (a “Default Notice”); provided, however, if the violation cannot reasonably be cured within such ten (10) business day period, the defaulting Party shall be entitled to such additional time which is reasonably required to cure such violation with the exercise of due diligence, provided that the defaulting Party provides a response to the non-defaulting Party specifying the actions undertaken or to be undertaken to cure such default within ten (10) business after receipt of the Default Notice and the defaulting Party pursues the cure with continuing diligence. If an Event of Default occurs, the non-defaulting Party shall have the right to injunctive relief, specific performance, self-help (to the extent permitted by applicable law), and any other relief available at law or equity; provided, however, it is expressly agreed that no Event of Default or other breach of this Agreement shall entitle Owner to cancel, rescind or otherwise terminate this Agreement, except that Owner shall have such termination rights, among other remedies available for Developer’s failure to maintain the insurance required hereunder, and/or Developer’s failure to comply with the provisions of Section 5.6.

6.2 **Binding Effect; Obligations and Benefits to Run with the Land.** This Agreement and the obligations, rights, covenants and easements contained herein touch and concern, and are intended by each of the Parties, to run with, and be appurtenant to, the Property, whether benefited or burdened, and shall bind, inure to the benefit of and be enforceable by, Owner and Developer and their respective successors and assigns, including, without limitation, present and future owners of all or any portion of the Property or the Overall Development (as

applicable) and present and future lessees and occupants thereof. All rights granted to Developer shall terminate upon the completion of the Park Project and the Overall Development, except those obligations stated herein to survive the same.

6.3 **Notices.** All notices and other communications provided for hereunder (each a “Notice”) to either Party hereto, shall be in writing and shall be given (i) by personal delivery, (ii) by certified or registered mail, postage fully prepaid, return receipt requested, or (iii) by nationally recognized overnight courier (e.g., UPS or FedEx) with all courier and shipping fees fully prepaid, in each case addressed to such Party at its address set forth in below or to such other and/or additional address or addresses as may be designated for such Party in a written notice, in each case complying with the provisions hereof. All Notices given pursuant to this Section shall be deemed given and delivered upon receipt or refusal to accept delivery, or upon first delivery attempt if returned to sender due to undeliverability at the address designated for Notices pursuant to this Section.

The initial addresses and email addresses of the Parties for delivery of Notices and invoices are as follows:

Owner: Haverhill Park Foundation, Inc.
4 Summer Street
Haverhill, MA 01830
Attn: Mayor

Developer: CRP/PE RAILROAD AVE OWNER, L.L.C.
c/o The Procopio Companies
220 Broadway,
Lynnfield, MA 01940
Attn: Michael D. Procopio

7. **Authority.** Each Party represents and warrants to the other Party that it has the right, power and authority to execute and deliver this Agreement, and this Agreement has been duly authorized, executed and delivered by it and is a valid and binding obligation of it enforceable against it in accordance with the terms hereof.

8. **Fees and Costs of Litigation.** If any action or proceeding is commenced (including an appeal thereof) to enforce any of the provisions of this Agreement, the unsuccessful Party therein shall pay all costs incurred by the prevailing Party therein, including reasonable attorneys’ fees, disbursements and costs, court costs and reimbursements for any other expenses incurred in connection therewith.

9. **Failure to Enforce Not a Waiver.** Any waiver or failure to enforce any provision of this Agreement in a particular situation shall not be a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation or of any other provision of this Agreement. The failure of any Party to enforce any provision hereof shall in no event be a waiver of the right to do so thereafter, nor of the right to enforce any other provision.

10. **Other Encumbrances.** All of the easements and other rights and obligations hereunder are subject to the rights of other persons and entities pursuant to matters of record taking priority over this Agreement. Owner has the right to grant further easements on, over and/or under any portion of the Property, and Developer has the right to grant further easements on, over and/or under any portion of the Overall Development, provided, that such easements do not interfere with the rights granted to the other Party hereunder.

11. **Confirmatory Documents.** The Parties shall execute such additional documents, including customary estoppel certificates, as may be requested by the other in confirmation of the rights, agreements, easements and obligations herein contained to carry out the purpose and intent thereof.

12. **No Joint Venture.** Nothing contained in this Agreement shall be construed to make the Parties hereto or any other subsequent owner(s) or lessee(s) of any portion of the Property or the Overall Development principal and agent, partners or joint venturers, or to render any Party liable for the debts or obligations of any other Party, except as explicitly provided herein, and no provision of this Agreement is intended to create or constitute any person or entity, as a third-party beneficiary hereof.

13. **Modifications.** Except as otherwise explicitly provided herein, this Agreement may only be modified by written instrument duly executed and acknowledged in recordable form by the Parties hereto or their respective successor(s)-in-title owning an interest in the applicable Parcel at the time of such modification, and recorded in the appropriate land records/registry

14. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof.

15. **Partial Invalidity.** The determination by a court or other tribunal of competent jurisdiction that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

16. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without application of its conflicts of laws rules, and all disputes or other matters relating to this Agreement shall be brought in Essex County.

17. **Headings.** Headings, captions, and other titles utilized herein are for convenience of reference only and shall have no effect on the construction or interpretation of this Agreement.

18. **Successor and Assigns.** This Agreement shall be binding and run to the benefit of each party's legal successors and assigns.

19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

OWNER: HAVERHILL PARK FOUNDATION, INC.

DEVELOPER:

CRP/PE RAILROAD AVE OWNER, L.L.C.

By: CRP/PE 19 Railroad Ave Venture, L.L.C.

By: Railroad Ave. Manager, LLC

By: TPC Railroad Ave Partners, LLC

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of October, 2021, before me, the undersigned Notary Public, personally appeared _____ of _____, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of _____.

Notary Public
My Commission Expires

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of October, 2021, before me, the undersigned Notary Public, personally appeared _____, member of the Haverhill Park Foundation, Inc., as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Haverhill Park Foundation, Inc.

Notary Public
My Commission Expires

783142/HAVR/0054

Exhibit 1 – Legal Description

236 South Elm Street, Haverhill MA 01835

The land situated in Haverhill, Essex County, Massachusetts, with buildings thereon, being three certain adjoining parcels located on the Northerly side of Railroad Avenue and on the Southerly side of the Merrimack River, bounded and described as follows:

First Parcel:

Beginning on a public way in extension of Elm Street at Merrimack River, thence running

South 12° 12' 11" East by said street about one hundred thirty-five (135) feet to other land or location of the Boston and Maine Railroad at a point fifty-five (55) feet Westerly from and on a line radial to the center line of the West bound main track of said Railroad; thence turning and running

South 23° 10' West by said land or location about one hundred seventy-six (176) feet to land now or formerly of Ordway at a point sixty-four (64) feet Westerly from and on a line radial to said center line; thence turning and running

North 14° 59' 51" West by said last named land about two hundred seventeen (217) feet to said river; thence turning and running

Northeasterly by said river about one hundred twenty-seven and five tenth (127.5) feet to the point of beginning; be all of said measurements more or less.

being shown up on a plan marked "Land in Haverhill, Mass., Boston and Maine Railroad to Samuel Milhender, et al, E. D. Chapman Real Estate Eng. Sept. 1923", recorded with Essex South Deeds in Book 2580, Page 248.

Excluding therefrom the triangular piece of land taken in fee by the City of Haverhill by Order dated May 18, 1971, Document 94-M, recorded with said Deeds in Book 5767, Page 516.

Second Parcel: Beginning at the Northeasterly corner thereof by the Merrimack River and the above first parcel thence running

Southwesterly by said first parcel about one hundred seventy-nine (179) feet to a stake situated twenty-six and 17/100 (26.17) feet Northerly from Railroad Avenue, thence running

Northwesterly about one hundred sixty-six (166) feet to the Merrimack River, thence running

Northeasterly about seventy-six (76) feet to the said first parcel and point of beginning, all of said measurements being more or less.

The foregoing parcel is a triangular piece of land as shown on plan of land of Samuel Milhender, et al by Louis C. Lawton C.E.

Third Parcel:

Beginning at the Northeasterly corner thereof by the Merrimack River and the above second parcel thence running

Southerly by said second parcel about two hundred, twenty-two and 72/100ths (222.72) feet to a stake at other land or location of Railroad Avenue thence turning and running

Southeasterly by said other land and Railroad Avenue about fifteen and 28/100ths (15.28) feet to a stake at other land or location of Railroad Avenue thence turning and running

Northwesterly by land now or formerly of Atillio and Robert Carbone about forty-seven and 8/10ths (47.8) feet to a stake thence turning and running

Northwesterly by land now or formerly of Atillio and Robert Carbone about one hundred eighty-five and 88/100ths (185.88) feet to the Merrimack River thence turning and running

Easterly by said Merrimack River about fifty-two (52) feet more or less to the point of beginning, all of said measurements being more or less.

The foregoing parcel as shown on a Plan of Land in Haverhill, Massachusetts as surveyed for Atillio and Robert Carbone April, 1950 by Charles H. Morse and Son, Engineers, recorded with said Deeds in Plan Book 79, Plan 70.

Reference is also made to a plan entitled "Plan of Land in Haverhill, Mass, As Surveyed for Herman Milhendler" dated October 1973, by Clinton Foster Goodwin, Registered Land Surveyor, recorded with said Deeds in Plan Book 128, Plan 76, whereon the above-described First, Second and Third Parcels are shown together as a lot.

See the plans recorded at Book 2580, Page 248 Plan Book 79, Plan 70, Book 3886, Page 354 and Plan Book 128, Page 76

Excepting from the above First, Second and Third Parcels so much of the premises as was taken by Taking by the Commonwealth of Massachusetts Department of Highways, recorded at Book 19291 Page 21.

Exhibit 2 – Plans and Specifications for Park Project

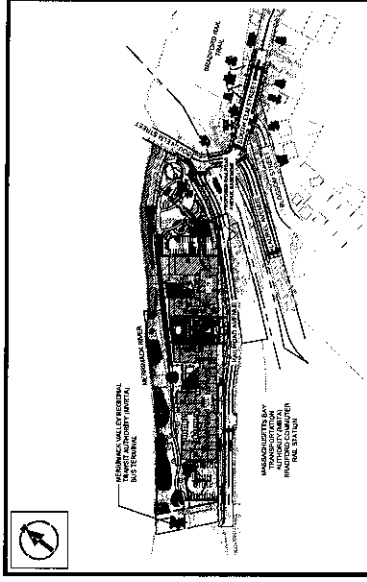
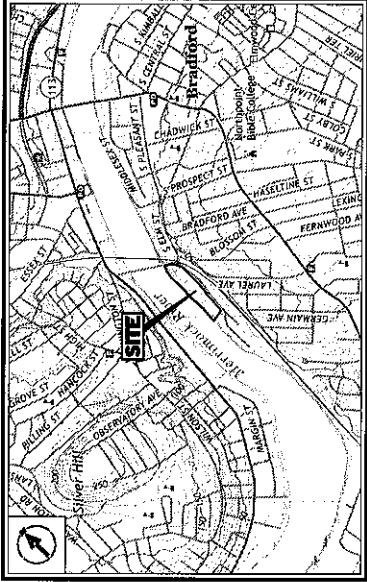
The Project Plans consist of: **(i) Procopio Companies, Inc.'s response to the City of Haverhill's Request for Proposals, RFP004.20 Ornsteen Property, including any modifications thereto, (ii) the Purchase and Sale Agreement between the City of Haverhill and PE Realty Partners LLC, (iii) all representations by PE Realty Partners LLC to the Haverhill City Council during the May 25, 2021 Special Permit hearing, and, (iv) the attached "Proposed Site Plan Documents" dated 2/28/21.**

On file with Owner and Developer

PROPOSED SITE PLAN DOCUMENTS

FOR _____
THE PROCOPIO COMPANIES
PROPOSED
MULTIFAMILY DEVELOPMENT

LOCATION OF SITE:
RAILROAD AVENUE, CITY OF HAVERHILL
ESSEX COUNTY, MASSACHUSETTS
PARCELS 712-884-1, 712-4-4A, 712-4-4, 712-4-3, 711-4-2, 711-4-2A, 711-4-1



DRAWING SHEET INDEX

SHEET NUMBER	SHEET TITLE
C-000	COVER SHEET
C-100	GENERAL NOTES SHEET
C-200	OVERALL SITE PLAN
C-300	SITE PLAN SHEET A
C-400	SITE PLAN SHEET B
C-500	GRADING AND DRAINAGE PLAN SHEET A
C-600	GRADING AND DRAINAGE PLAN SHEET B
C-700	UTILITY PLAN SHEET A
C-800	UTILITY PLAN SHEET B
C-900	EROSION AND SEDIMENT CONTROL PLAN SHEET A
C-1000	EROSION AND SEDIMENT CONTROL PLAN SHEET B
C-1100	NOTES AND EXPLANATIONS
C-1200	DETAIL SHEET 1
C-1300	DETAIL SHEET 2
C-1400	LANDSCAPE SITE PLAN SHEET A
C-1500	LANDSCAPE SITE PLAN SHEET B
C-1600	LANDSCAPE NOTES AND DETAILS
C-1700	PLANT SCHEDULE

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LAND SURVEYING
PROFESSIONAL ENGINEERING
TRANSPORTATION SERVICES
PERMITTING SERVICES
CONSTRUCTION SERVICES

REVISIONS

REV	DATE	COMMENT
1	7/12/20	PROPOSED NOTES OF INTENT
2	7/12/20	PROPOSED PERMITS TO
3	7/12/20	PROPOSED COMMENTS
4	7/12/20	PROPOSED COMMENTS
5	7/12/20	PROPOSED COMMENTS

PERMIT SET

PROPOSED SITE PLAN DOCUMENTS

PROCOPIO COMPANIES

PROPOSED DEVELOPMENT

712-884-1, 712-4-4A, 712-4-4, 712-4-3, 711-4-2, 711-4-2A, 711-4-1
RAILROAD AVENUE
HAVERHILL, MA 01830

BOHLER
45 FRANKLIN STREET, SUITE 200
HAVERHILL, MA 01830
PHONE: 978.366.1940
WWW.BOHLERENGINEERING.COM

COVER SHEET

C-000

REVISION L - 08/05/20

¹² N. A. Kuznetsov, *Prilozheniya k "Kursu teorii i resheniya zadach" (Prilozheniya k "Kursu teorii i resheniya zadach")*, 1978, p. 10.

1. The authors are grateful to the Ministry of Higher Education and Scientific Research of the Republic of Iraq for the financial support of this work. The authors also thank the referees for their valuable comments and suggestions.

122-10074 ALKYLGLUCOSIDES AND POLYMERIZATION OF VINYL MONOMERS. A. K. KUMAR, S. K. CHAKRAVARTY, AND S. K. CHAKRAVARTY. *Indian J. Chem.*, 1978, 16, 103-105. 2 refs.

- 153001 **RESEARCH ON THE EFFECTS OF AGRICULTURAL POLICY IN THE UNITED STATES: A REVIEW OF THE LITERATURE**. HANSEN, J. and HANSEN, J. *Journal of Agricultural Economics*, 1984, 125, 1, 1-14. *See also* 153002, 153003, 153004, 153005, 153006, 153007, 153008, 153009, 153010, 153011, 153012, 153013, 153014, 153015, 153016, 153017, 153018, 153019, 153020, 153021, 153022, 153023, 153024, 153025, 153026, 153027, 153028, 153029, 153030, 153031, 153032, 153033, 153034, 153035, 153036, 153037, 153038, 153039, 153040, 153041, 153042, 153043, 153044, 153045, 153046, 153047, 153048, 153049, 153050, 153051, 153052, 153053, 153054, 153055, 153056, 153057, 153058, 153059, 153060, 153061, 153062, 153063, 153064, 153065, 153066, 153067, 153068, 153069, 153070, 153071, 153072, 153073, 153074, 153075, 153076, 153077, 153078, 153079, 153080, 153081, 153082, 153083, 153084, 153085, 153086, 153087, 153088, 153089, 153090, 153091, 153092, 153093, 153094, 153095, 153096, 153097, 153098, 153099, 153100, 153101, 153102, 153103, 153104, 153105, 153106, 153107, 153108, 153109, 153110, 153111, 153112, 153113, 153114, 153115, 153116, 153117, 153118, 153119, 153120, 153121, 153122, 153123, 153124, 153125, 153126, 153127, 153128, 153129, 153130, 153131, 153132, 153133, 153134, 153135, 153136, 153137, 153138, 153139, 153140, 153141, 153142, 153143, 153144, 153145, 153146, 153147, 153148, 153149, 153150, 153151, 153152, 153153, 153154, 153155, 153156, 153157, 153158, 153159, 153160, 153161, 153162, 153163, 153164, 153165, 153166, 153167, 153168, 153169, 153170, 153171, 153172, 153173, 153174, 153175, 153176, 153177, 153178, 153179, 153180, 153181, 153182, 153183, 153184, 153185, 153186, 153187, 153188, 153189, 153190, 153191, 153192, 153193, 153194, 153195, 153196, 153197, 153198, 153199, 153200, 153201, 153202, 153203, 153204, 153205, 153206, 153207, 153208, 153209, 153210, 153211, 153212, 153213, 153214, 153215, 153216, 153217, 153218, 153219, 153220, 153221, 153222, 153223, 153224, 153225, 153226, 153227, 153228, 153229, 153230, 153231, 153232, 153233, 153234, 153235, 153236, 153237, 153238, 153239, 153240, 153241, 153242, 153243, 153244, 153245, 153246, 153247, 153248, 153249, 153250, 153251, 153252, 153253, 153254, 153255, 153256, 153257, 153258, 153259, 153260, 153261, 153262, 153263, 153264, 153265, 153266, 153267, 153268, 153269, 153270, 153271, 153272, 153273, 153274, 153275, 153276, 153277, 153278, 153279, 153280, 153281, 153282, 153283, 153284, 153285, 153286, 153287, 153288, 153289, 153290, 153291, 153292, 153293, 153294, 153295, 153296, 153297, 153298, 153299, 153300, 153301, 153302, 153303, 153304, 153305, 153306, 153307, 153308, 153309, 153310, 153311, 153312, 153313, 153314, 153315, 153316, 153317, 153318, 153319, 153320, 153321, 153322, 153323, 153324, 153325, 153326, 153327, 153328, 153329, 153330, 153331, 153332, 153333, 153334, 153335, 153336, 153337, 153338, 153339, 153340, 153341, 153342, 153343, 153344, 153345, 153346, 153347, 153348, 153349, 153350, 153351, 153352, 153353, 153354, 153355, 153356, 153357, 153358, 153359, 153360, 153361, 153362, 153363, 153364, 153365, 153366, 153367, 153368, 153369, 153370, 153371, 153372, 153373, 153374, 153375, 153376, 153377, 153378, 153379, 153380, 153381, 153382, 153383, 153384, 153385, 153386, 153387, 153388, 153389, 153390, 153391, 153392, 153393, 153394, 153395, 153396, 153397, 153398, 153399, 153400, 153401, 153402, 153403, 153404, 153405, 153406, 153407, 153408, 153409, 153410, 153411, 153412, 153413, 153414, 153415, 153416, 153417, 153418, 153419, 153420, 153421, 153422, 153423, 153424, 153425, 153426, 153427, 153428, 153429, 153430, 153431, 153432, 153433, 153434, 153435, 153436, 153437, 153438, 153439, 153440, 153441, 153442, 153443, 153444, 153445, 153446, 153447, 153448, 153449, 153450, 153451, 153452, 153453, 153454, 153455, 153456, 153457, 153458, 153459, 153460, 153461, 153462, 153463, 153464, 153465, 153466, 153467, 153468, 153469, 153470, 153471, 153472, 153473, 153474, 153475, 153476, 153477, 153478, 153479, 153480, 153481, 153482, 153483, 153484, 153485, 153486, 153487, 153488, 153489, 153490, 153491, 153492, 153493, 153494, 153495, 153496, 153497, 153498, 153499, 153500, 153501, 1535

$$48. \sin^{-1}(\cos \pi) = \sin^{-1}(-1) = \frac{3\pi}{2} \text{ rad} = 270^\circ$$

- [illegible]

[illegible][illegible][illegible][illegible]

It's not. It's free, it's the law.

PERMIT SET

THIS SET OF PERMITS FOR THE PROJECT OF **BRIDGE** IS
 VALID FOR THE PERIOD OF **12** MONTHS FROM THE DATE OF
 ISSUANCE OF THE PERMIT SET.

PROJECT No.: **10000000**
 DRAWN BY: **BRIDGE**
 CHECKED BY: **TAMMUN**
 DATE: **03/24/2007**
 CAD LD.: **MSD/03/24/07**

PROJECT:

**PROPOSED SITE
PLAN DOCUMENTS**

_____ FOR _____

PROCOPRO
COMPANIES

**PROPOSED
DEVELOPMENT**

713-686-1, 713-44A, 713-44,
713-43, 713-42, 713-42A, & 713-41

RAILROAD AVENUE
CITY OF HAVERHILL
ESSEX COUNTY, MA

BOWLER //

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45 FRANKLIN STREET, 5th FLOOR
BOSTON, MA 02110
Phone: (617) 643-3242

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www.elsevier.com/locate/jbiotec

100

1000 J. K. Rhee et al.

**GENERAL
NOTES
SHEET**

SHEET NUMBER:
C-100

1000



MERRIMACK VALLEY
REGIONAL TRANSIT
AUTHORITY (MVRTA)
BUS TERMINAL

MERRIMACK RIVER

MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY (MBTA)
BRADFORD COMMUTER RAIL STATION

RAILROAD AVENUE

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PROGRAM MANAGEMENT
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

1000 MAIN STREET, SUITE 200
MERRIMACK, MA 01846
TEL: 978.281.1144
WWW.BOHLERENGINEERING.COM

REVISIONS	
NO.	DATE
1	10/10/2017
2	10/10/2017
3	10/10/2017
4	10/10/2017
5	10/10/2017
6	10/10/2017
7	10/10/2017
8	10/10/2017
9	10/10/2017
10	10/10/2017

PERMIT SET
PROJECT: BRADFORD COMMUTER RAIL STATION
SHEET: 101
DATE: 10/10/2017
DRAWN BY: J. BOHLER
CHECKED BY: J. BOHLER
SCALE: AS SHOWN

**PROPOSED SITE
PLAN DOCUMENTS**
PROJECT: BRADFORD COMMUTER RAIL STATION
SHEET: 101
DATE: 10/10/2017
DRAWN BY: J. BOHLER
CHECKED BY: J. BOHLER
SCALE: AS SHOWN

**PROCOPIO
CONTAINERS**
PROJECT: BRADFORD COMMUTER RAIL STATION
SHEET: 101
DATE: 10/10/2017
DRAWN BY: J. BOHLER
CHECKED BY: J. BOHLER
SCALE: AS SHOWN

BOHLER
PROJECT: BRADFORD COMMUTER RAIL STATION
SHEET: 101
DATE: 10/10/2017
DRAWN BY: J. BOHLER
CHECKED BY: J. BOHLER
SCALE: AS SHOWN

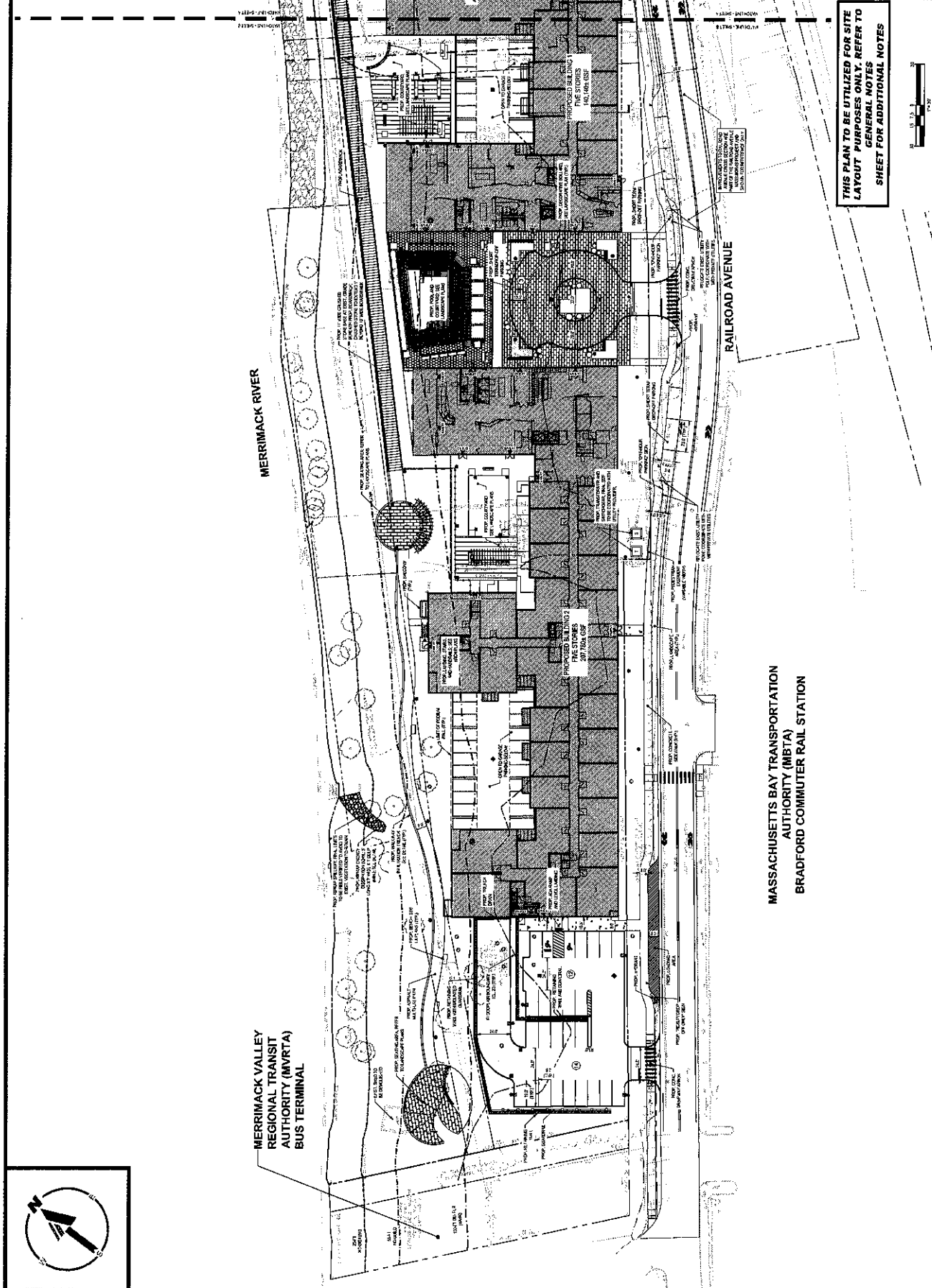
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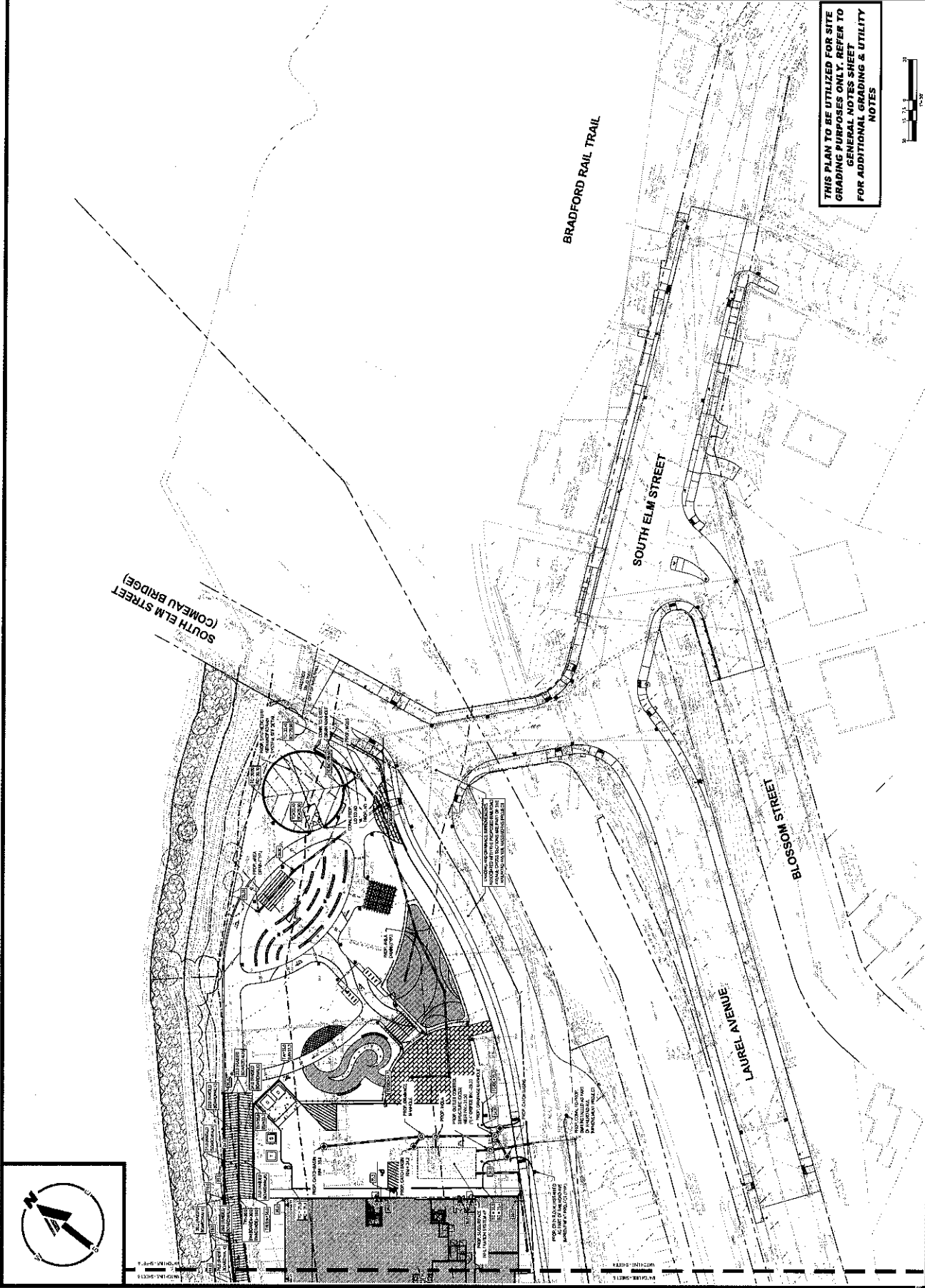
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SHEET: 101
DATE: 10/10/2017
DRAWN BY: J. BOHLER
CHECKED BY: J. BOHLER
SCALE: AS SHOWN

THIS PLAN TO BE UTILIZED FOR SITE
LAYOUT PURPOSES ONLY. REFER TO
GENERAL NOTES
SHEET FOR ADDITIONAL NOTES





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SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROFESSIONAL ENGINEERING
SUSTAINABLE DESIGN
LANDSCAPE ARCHITECTURE
PLANTING SERVICES
TRANSPORTATION SERVICES

REVISIONS	
REV	DATE
1	01/10/2018
2	02/10/2018
3	03/10/2018
4	04/10/2018
5	05/10/2018
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BOHLER ENGINEERING
10000 100th Ave. S.
Suite 100
Eden Prairie, MN 55325
Phone: 952.466.1000
Fax: 952.466.1001
www.bohlereng.com

PERMIT SET
PROJECT NO. 10000 100th Ave. S.
Suite 100
Eden Prairie, MN 55325
Phone: 952.466.1000
Fax: 952.466.1001
www.bohlereng.com

**PROPOSED SITE
PLAN DOCUMENTS**

**PROCCOPIO
COMPANIES**

PROCCOPIO
COMPANIES
17100 171st Ave. S.
Suite 100
Eden Prairie, MN 55325
Phone: 952.466.1000
Fax: 952.466.1001
www.proccopio.com

BOHLER
BOHLER ENGINEERING
10000 100th Ave. S.
Suite 100
Eden Prairie, MN 55325
Phone: 952.466.1000
Fax: 952.466.1001
www.bohlereng.com

THIS PLAN TO BE UTILIZED FOR SITE
GRADING PURPOSES ONLY. REFER TO
GENERAL NOTES SHEET
FOR ADDITIONAL GRADING & UTILITY
NOTES

C-301

REVISION 4.4 - 01/10/2018



MERRIMACK VALLEY
REGIONAL TRANSIT
AUTHORITY (MVRTA)
BUS TERMINAL

MERRIMACK RIVER

MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY (MBTA)
BRADFORD COMMUTER RAIL STATION

LEGEND



STORMWATER RETENTION (E.g., 17'-6L, 15')

COMPENSATORY FLOOD STORAGE (E.g., 19'-6L, 20')

COMPENSATORY FLOOD STORAGE (E.g., 21'-6L, 20')

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
TRANSPORTATION SERVICES
PERMITTING SERVICES

REVISIONS		
NO.	DATE	COMMENT
1	01/15/2017	NOTICE OF INTENT
2	02/01/2017	PERMIT SET
3	02/01/2017	PROPOSED SITE PLAN DOCUMENTS
4	02/01/2017	PROPOSED DRAINAGE PLAN
5	02/01/2017	PROPOSED UTILITY PLAN
6	02/01/2017	PROPOSED FLOOD STORAGE PLAN
7	02/01/2017	PROPOSED EROSION CONTROL PLAN
8	02/01/2017	PROPOSED LANDSCAPE ARCHITECTURE PLAN
9	02/01/2017	PROPOSED SUSTAINABLE DESIGN PLAN
10	02/01/2017	PROPOSED TRANSPORTATION SERVICES PLAN
11	02/01/2017	PROPOSED PERMITTING SERVICES PLAN

PERMIT SET
PROJECT: BRADFORD COMMUTER RAIL STATION
SHEET: 1 OF 1
DATE: 02/01/2017
DRAWN BY: J. BOHLER
CHECKED BY: J. BOHLER
APPROVED BY: J. BOHLER

PROPOSED SITE PLAN DOCUMENTS
FOR
PROCOPIO COMPANIES
DEVELOPMENT
715 8941 714444, 71444, 71444, 71444
CITY OF ANDOVER
RAILROAD AVENUE
ANDOVER, MA 01810

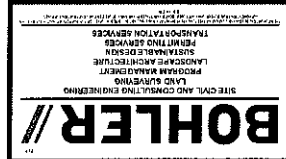
BOHLER
45 FRANKLIN STREET, 8TH FLOOR
BOSTON, MA 02110
Phone: 617.405.0000
www.BohlerEngineering.com

GRADING AND DRAINAGE PLAN
SHEET B

C-302
REVISION 4 - 01/15/2017

THIS PLAN TO BE UTILIZED FOR SITE GRADING PURPOSES ONLY. REFER TO GENERAL NOTES SHEET FOR ADDITIONAL GRADING & UTILITY NOTES.



[illegible]

Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

PERMIT SET

[illegible]

PROPOSED SITE

_____ FOR _____

PROCOPIO
COMPANIES

PROPOSED
DEVELOPMENT

712-656-1, 711-4-6, 711-4-4,
711-4-3, 711-4-2, 711-4-2A, & 711-4-1
HAIKROD AVENUE
CITY OF MANCHESTER

Q3 1993

45 FRANKLIN STREET, 9th FLOOR
BOSTON, MA 02110
Phone: (617) 643-8040
www.BahierEngineering.com

**THIS PLAN TO BE UTILIZED FOR
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FOR ADDITIONAL GRADING & UTILITY
NOTES**

C-401

REVISION 4 - 05/10/2024



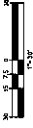
MERRIMACK VALLEY
REGIONAL TRANSIT
AUTHORITY (MVRTA)
BUS TERMINAL

MERRIMACK RIVER

RAILROAD AVENUE

MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY (MBTA)
BRADFORD COMMUTER RAIL STATION

THIS PLAN TO BE UTILIZED FOR
UTILITIES PURPOSES ONLY. REFER
TO GENERAL NOTES SHEET
FOR ADDITIONAL GRADING &
UTILITY NOTES



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LANDSCAPE ARCHITECTURE
PLANNING SERVICES
FINANCIAL SERVICES
TRANSPORTATION SERVICES

REVISIONS	
NO.	DATE
1	10/10/11
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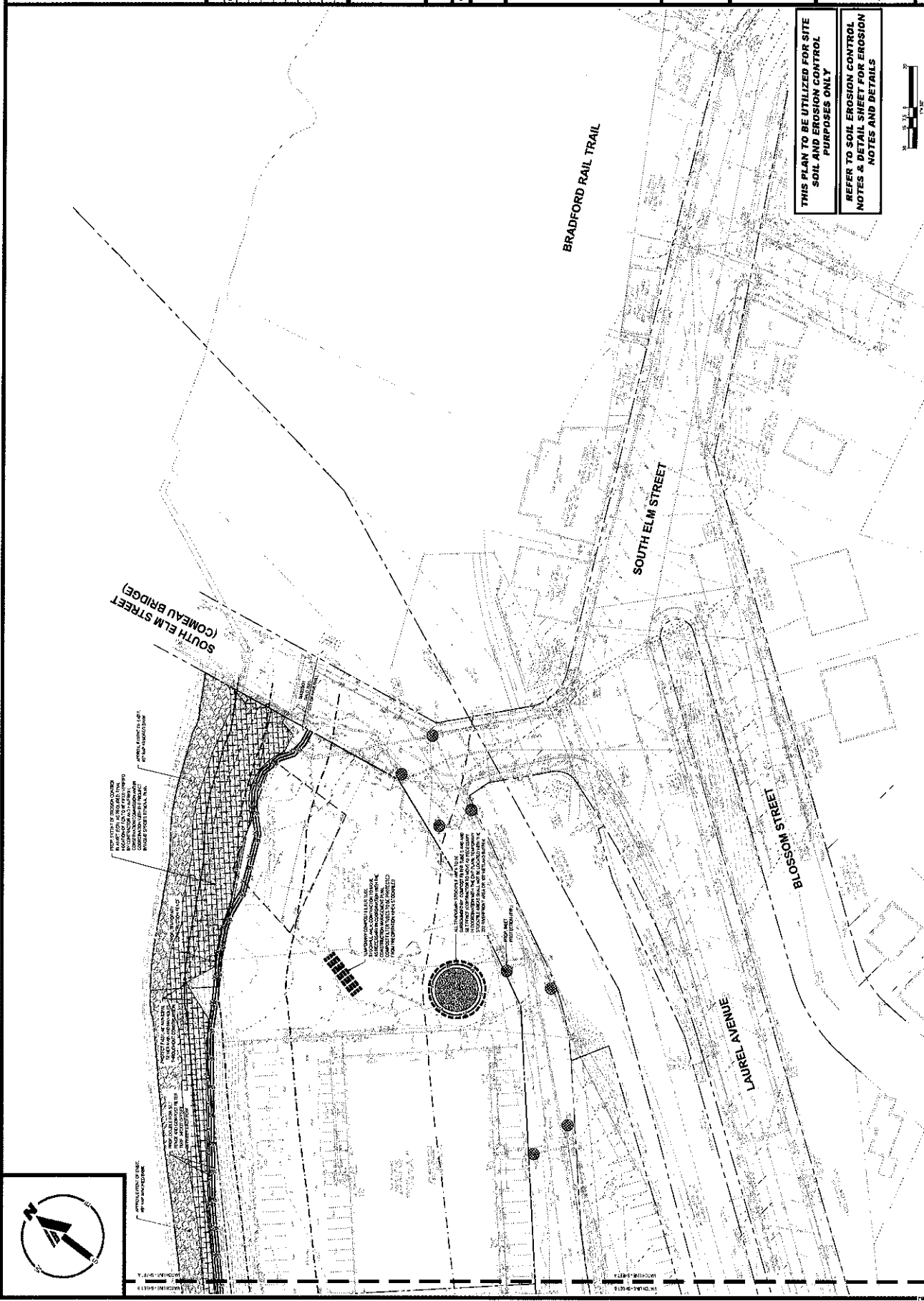
BOHLER
ALWAYS CALL 811
BEFORE YOU DIG
P.O. BOX 1000, NEWTON, MA 02459

PERMIT SET
PROJECT: BRADFORD COMMUTER RAIL STATION
SHEET: C-402
DATE: 10/10/11

**PROPOSED SITE
PLAN DOCUMENTS**
FOR:
PROCOPIO
COMPANIES
PROPOSED
DEVELOPMENT
115000, 11444, 1144, 1144
1144, 1144, 1144, 1144
CITY OF MAINE
CITY OF MAINE
CITY OF MAINE

BOHLER
43 FRANKLIN STREET, 3RD FLOOR
NEWTON, MA 02459
www.bohlerengineering.com

**UTILITY PLAN
SHEET B**
C-402
REVISION 4 - 09/10/2011



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SHE CIVIL AND CONSULTING ENGINEERING
LANDSCAPE ARCHITECTURE
PROGRAM MANAGEMENT
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

REV	DATE	REVISION
1	01/14/2014	INITIAL SET
2	01/14/2014	REVISION TO
3	01/14/2014	REVISION TO
4	01/14/2014	REVISION TO
5	01/14/2014	REVISION TO
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18	01/14/2014	REVISION TO
19	01/14/2014	REVISION TO
20	01/14/2014	REVISION TO

PERMIT SET
PROJECT: 14-001
SHEET: 14-001-01
DATE: 01/14/2014
CITY: MADISON, WI
COUNTY: DANE
PROJECT: 14-001
SHEET: 14-001-01
DATE: 01/14/2014
CITY: MADISON, WI
COUNTY: DANE

PROCOPIO
COMPANIES
PROPOSED
DEVELOPMENT
714-264-1144, 714-44-
714-44-1144, 714-44-
CITY OF MADISON, WI
RAILROAD AVENUE
MADISON, WI 53704
www.Procopio.com

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MADISON, WI 53703
www.BohlerEngineering.com

EROSION & SEDIMENT CONTROL PLAN SHEET A
C-501
REVISION 4 - 01/14/2014

THIS PLAN TO BE UTILIZED FOR SITE SOIL AND EROSION CONTROL PURPOSES ONLY
REFER TO SOIL EROSION CONTROL NOTES & DETAIL SHEET FOR EROSION NOTES AND DETAILS



REVISIONS			DATE	COMMENT	BY	CHECKED BY
1	04/10/2021	NOTICE OF INTENT	04/10/2021			
2	04/11/2021	RESPONSE TO	04/11/2021			
3	04/10/2021	CD IN DISCUSSION	04/10/2021			
4	04/10/2021	RECEIVED TO	04/10/2021			



PERMIT SET

PROJECT No: 420109
DRAWN BY: BEJACK
CHECKED BY: TANGSOM
DATE: 02/26/01
CAD LDR: MONTI-CHAI

**PROPOSED SITE
PLAN DOCUMENTS**

PROCOPIO
COMPANIES

PROPOSED
DEVELOPMENT

712-884-1, 711-444, 715-44,
711-43, 711-42, 711-42A, & 711-41
RAILROAD AVENUE
CITY OF HAVERHILL

BOHLER //
45 FRANKLIN STREET, 9th FLOOR
BOSTON, MA 02119
Phone: (617) 455-0240

1000 JOURNAL

SHEET TITLE:
**EROSION &
SEDIMENT
CONTROL PLAN
SHEET B**

DEET NUMER:
C-502

REVISION 4 - 09/10/2021

MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY (MBTA)
BRADFORD COMMUTER RAIL STATION

**THIS PLAN TO BE UTILIZED FOR SITE
SOIL AND EROSION CONTROL
PURPOSES ONLY**

**REFER TO SOIL EROSION CONTROL
NOTES & DETAIL SHEET FOR EROSION
NOTES AND DETAILS**

[illegible]

- [illegible]

[illegible]

- [illegible]

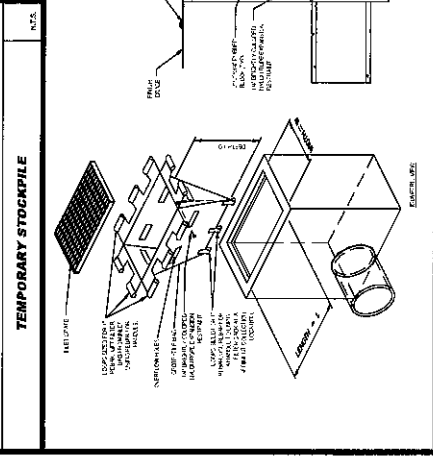
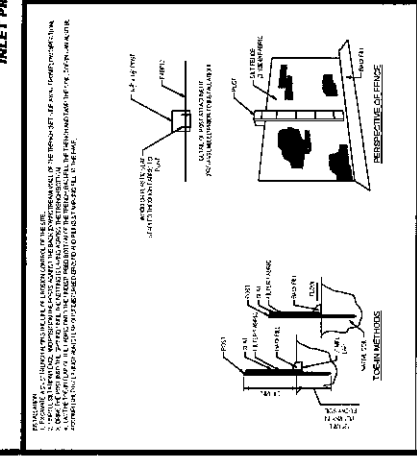
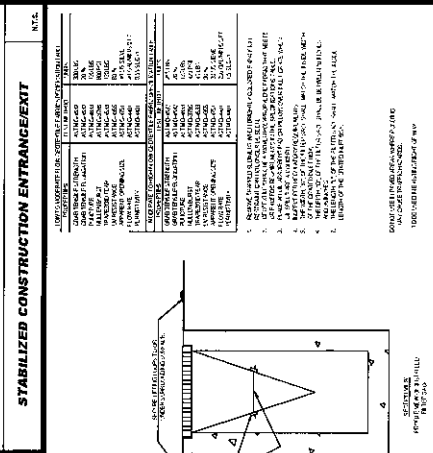


Figure 1 consists of three schematic diagrams labeled (a), (b), and (c), illustrating the experimental setup for studying the effect of polymer film thickness on permeability. Each diagram shows a cross-section of a polymer film (PMMA) sandwiched between two glass plates.

- (a)** Shows a polymer film of thickness 0.1 mm between two glass plates of thickness 1 mm . The permeability is labeled as P .
- (b)** Shows a polymer film of thickness 0.1 mm between two glass plates of thickness 1 mm . The permeability is labeled as P .
- (c)** Shows a polymer film of thickness 0.1 mm between two glass plates of thickness 1 mm . The permeability is labeled as P .

[illegible]

(a)

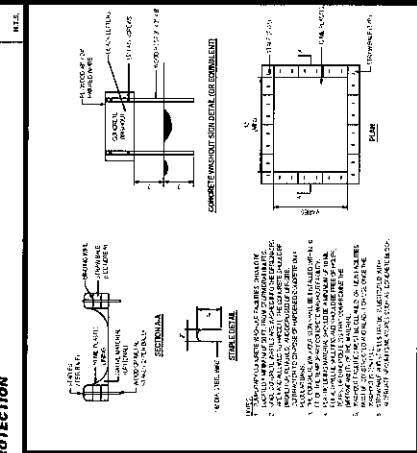
(b)

(c)

FIGURE 6

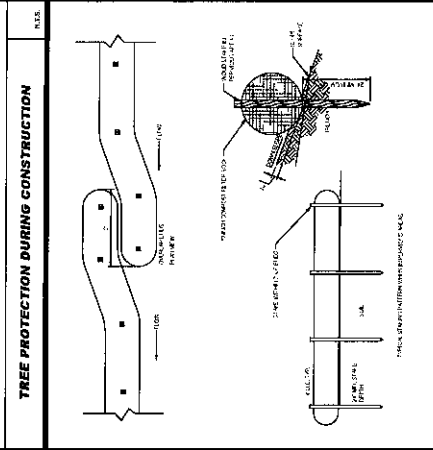
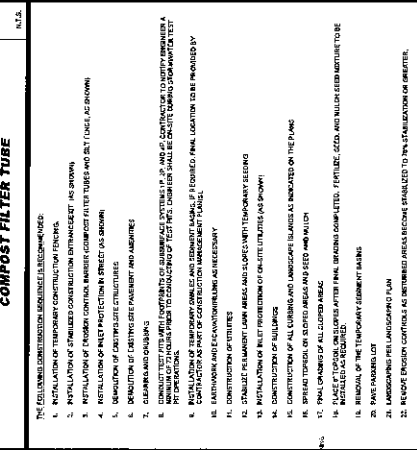
DETAILS OF CONCRETE WALL AND FLOOR SLAB CONNECTIONS

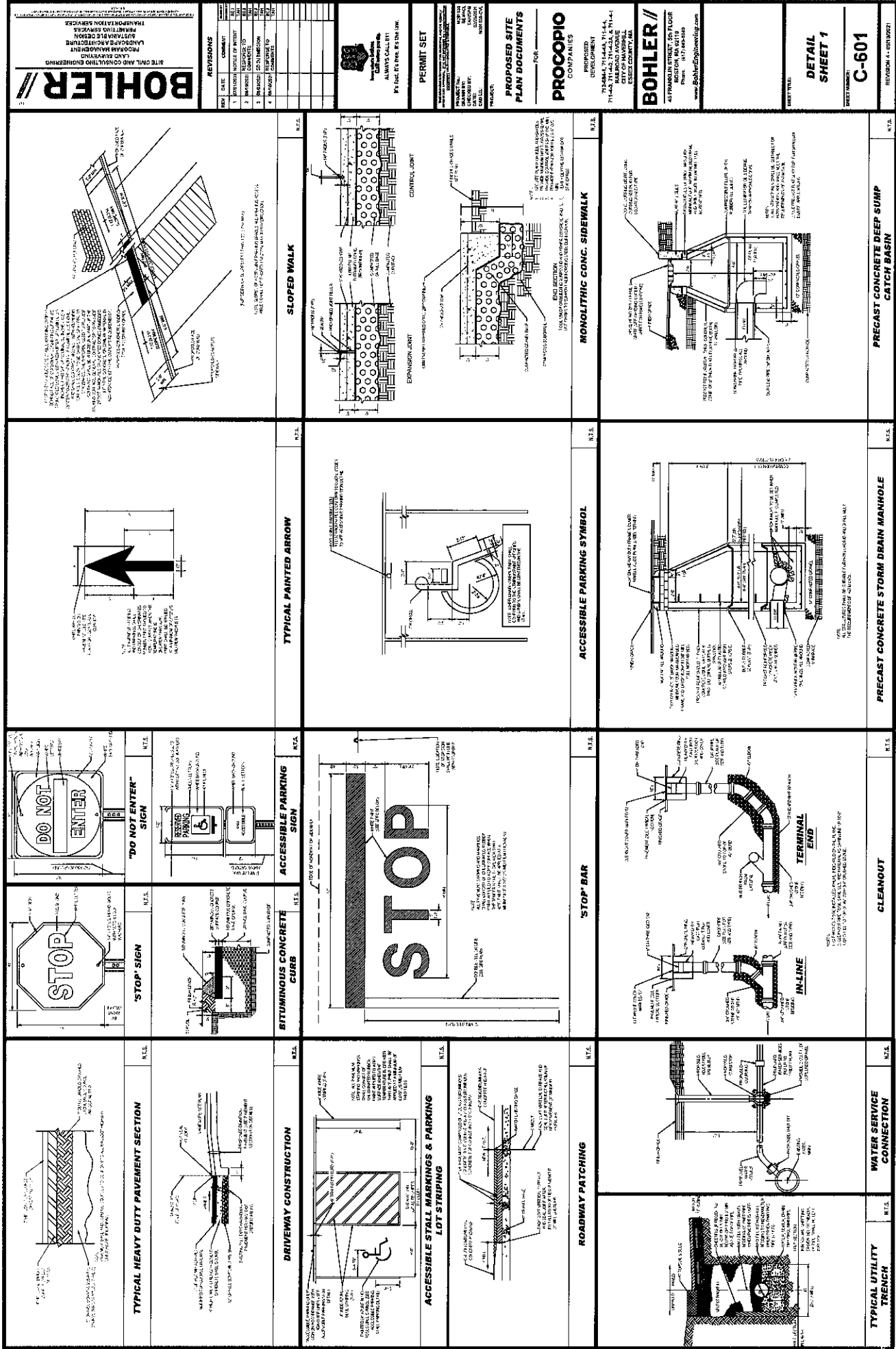
1. REINFORCEMENT SHALL BE PROVIDED AS PER IS 456-1978.
2. TOP BARS SHALL BE PROVIDED AT THE JOINTS OF THE WALLS.
3. TOP BARS SHALL BE PROVIDED AT THE JOINTS OF THE SLABS.
4. TOP BARS SHALL BE PROVIDED AT THE JOINTS OF THE WALLS.
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9. TOP BARS SHALL BE PROVIDED AT THE JOINTS OF THE SLABS.
10. TOP BARS SHALL BE PROVIDED AT THE JOINTS OF THE WALLS.



The diagram shows a cross-section of a leaf with the following labels:

- Upper surface**: The top of the leaf.
- Lower surface**: The bottom of the leaf.
- Veins**: The vascular tissue within the leaf.
- Stomata**: The openings on the lower surface of the leaf.
- Guard cells**: The cells surrounding the stomata.
- Epidermis**: The outer layer of cells.
- Mesophyll**: The internal tissue of the leaf.
- Chloroplasts**: The organelles responsible for photosynthesis.

[illegible][illegible]



BOHLER SITE CIVIL AND CONSULTING ENGINEERING 10000 W. 10TH AVE. SUITE 100 DENVER, CO 80231 TEL: 303.733.1100 WWW.BOHLENGE.COM		REVISIONS REV. DATE COMMENTS 1 01/10/10 INITIAL DESIGN 2 02/10/10 REVISIONS TO 3 03/10/10 REVISIONS TO 4 04/10/10 REVISIONS TO		PROPOSED SITE PLAN DOCUMENTS PROPOSED DEVELOPMENT 714-44, 714-44, 714-44 CITY OF MANitouVILLE CITY OF MANitouVILLE CITY OF MANitouVILLE		PERMIT SET PROPOSED DEVELOPMENT 714-44, 714-44, 714-44 CITY OF MANitouVILLE CITY OF MANitouVILLE CITY OF MANitouVILLE		BOHLER 40 FRANKLIN STREET, 5TH FLOOR ROCKFORD, IL 61101 TEL: 815.398.1100 WWW.BOHLENGE.COM		DETAIL SHEET 1 C-601 REVISION 4 - 01/10/2021	
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TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT
1	07/20/01	NOTES OF INTENT
2	08/01/01	COMPLETED
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78	08/01/01	COMPLETED
79	08/01/01	COMPLETED
80	08/01/01	COMPLETED
81	08/01/01	COMPLETED
82	08/01/01	COMPLETED
83	08/01/01	COMPLETED
84	08/01/01	COMPLETED
85	08/01/01	COMPLETED
86	08/01/01	COMPLETED
87	08/01/01	COMPLETED
88	08/01/01	COMPLETED
89	08/01/01	COMPLETED
90	08/01/01	COMPLETED
91	08/01/01	COMPLETED
92	08/01/01	COMPLETED
93	08/01/01	COMPLETED
94	08/01/01	COMPLETED
95	08/01/01	COMPLETED
96	08/01/01	COMPLETED
97	08/01/01	COMPLETED
98	08/01/01	COMPLETED
99	08/01/01	COMPLETED
100	08/01/01	COMPLETED

PERMIT SET

PROPOSED SITE PLAN DOCUMENTS

PROCCOPIO COMPANIES

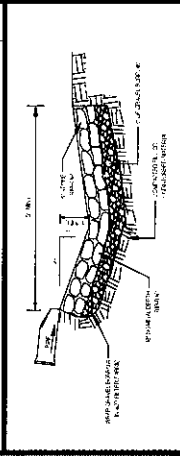
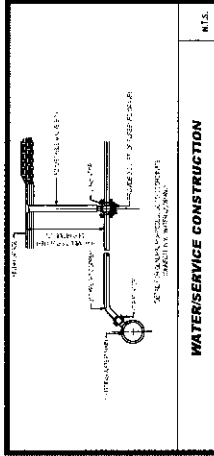
BOHLER

45 FRANKLIN STREET, 3RD FLOOR
NEWTON, MASSACHUSETTS 02459
PHONE: (617) 552-5500
WWW.BOHLERENGINEERING.COM

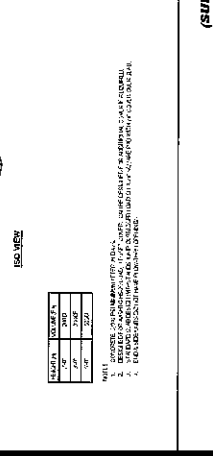
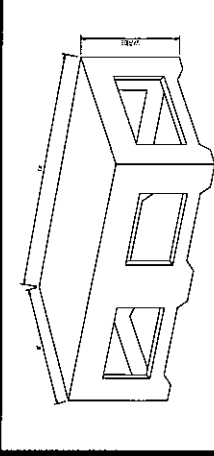
DETAIL SHEET 2

C-602

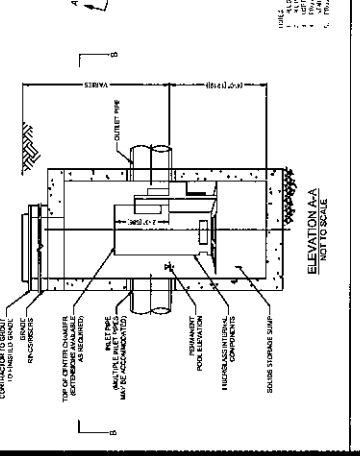
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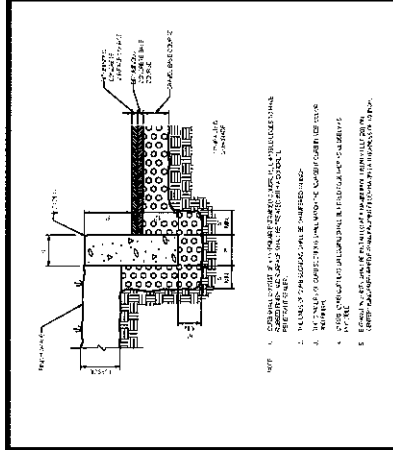
RIPRAP ENERGY DISSIPATION BOWL



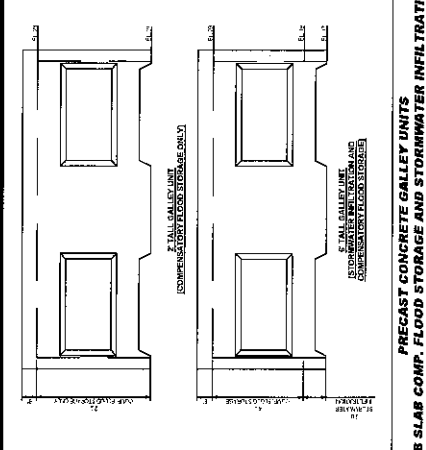
**PRECAST CONCRETE GALLEY UNITS
(SUB SLAB COMP. FLOOD STORAGE AND STORMWATER INFILTRATION)**



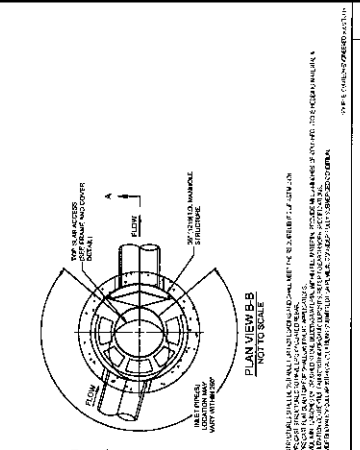
CONTECH CASCADE CS-3 (OR APPROVED EQUAL)



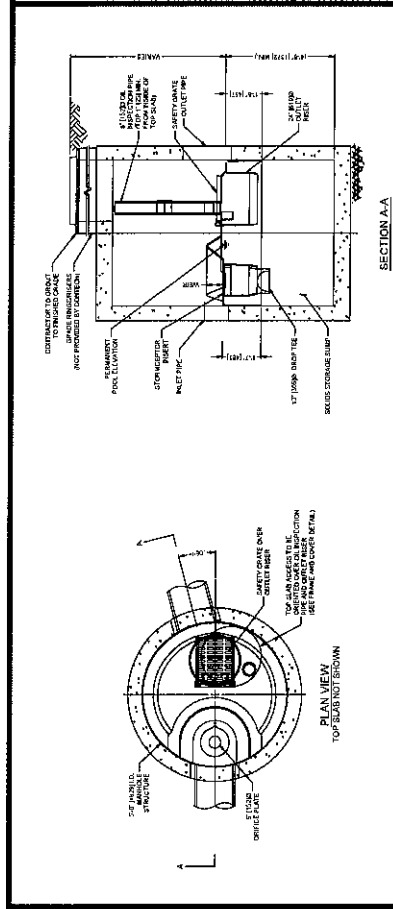
CONTECH STORMCEPTOR 900



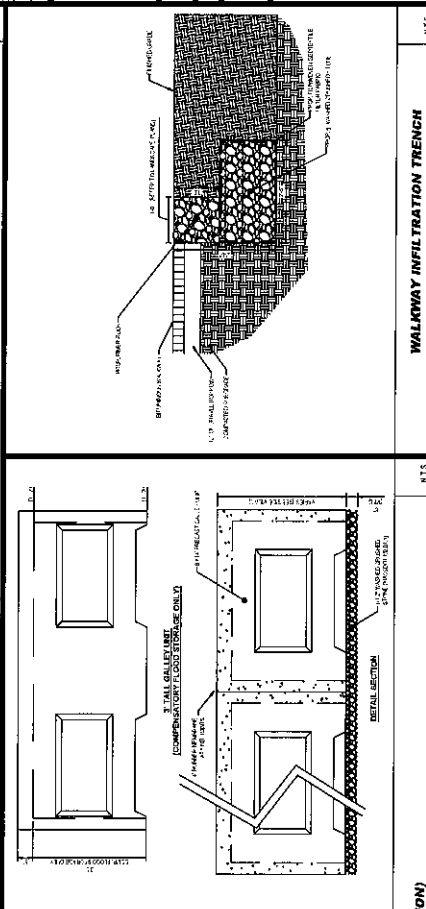
WALKWAY INFILTRATION TRENCH



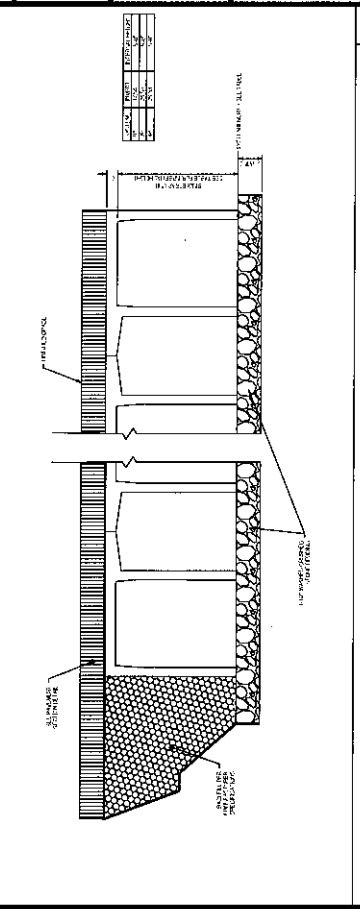
SUBSURFACE INFILTRATION SYSTEM - STORMTRAP SINGLETRAP (OR APPROVED EQUAL)



PLAN VIEW



SECTION A-A



ELEVATION A-A

BOHLER

PROJECT: LAND SURVEYING, ENGINEERING, AND CONSTRUCTION

PROJECT NO.: 171444-1

PROJECT LOCATION: 171444-1, 171444-2, 171444-3, 171444-4, 171444-5, 171444-6, 171444-7, 171444-8, 171444-9, 171444-10, 171444-11, 171444-12, 171444-13, 171444-14, 171444-15, 171444-16, 171444-17, 171444-18, 171444-19, 171444-20, 171444-21, 171444-22, 171444-23, 171444-24, 171444-25, 171444-26, 171444-27, 171444-28, 171444-29, 171444-30, 171444-31, 171444-32, 171444-33, 171444-34, 171444-35, 171444-36, 171444-37, 171444-38, 171444-39, 171444-40, 171444-41, 171444-42, 171444-43, 171444-44, 171444-45, 171444-46, 171444-47, 171444-48, 171444-49, 171444-50, 171444-51, 171444-52, 171444-53, 171444-54, 171444-55, 171444-56, 171444-57, 171444-58, 171444-59, 171444-60, 171444-61, 171444-62, 171444-63, 171444-64, 171444-65, 171444-66, 171444-67, 171444-68, 171444-69, 171444-70, 171444-71, 171444-72, 171444-73, 171444-74, 171444-75, 171444-76, 171444-77, 171444-78, 171444-79, 171444-80, 171444-81, 171444-82, 171444-83, 171444-84, 171444-85, 171444-86, 171444-87, 171444-88, 171444-89, 171444-90, 171444-91, 171444-92, 171444-93, 171444-94, 171444-95, 171444-96, 171444-97, 171444-98, 171444-99, 171444-100

BOHLER

PROJECT: LAND SURVEYING, ENGINEERING, AND CONSTRUCTION

PROJECT NO.: 171444-1

PROJECT LOCATION: 171444-1, 171444-2, 171444-3, 171444-4, 171444-5, 171444-6, 171444-7, 171444-8, 171444-9, 171444-10, 171444-11, 171444-12, 171444-13, 171444-14, 171444-15, 171444-16, 171444-17, 171444-18, 171444-19, 171444-20, 171444-21, 171444-22, 171444-23, 171444-24, 171444-25, 171444-26, 171444-27, 171444-28, 171444-29, 171444-30, 171444-31, 171444-32, 171444-33, 171444-34, 171444-35, 171444-36, 171444-37, 171444-38, 171444-39, 171444-40, 171444-41, 171444-42, 171444-43, 171444-44, 171444-45, 171444-46, 171444-47, 171444-48, 171444-49, 171444-50, 171444-51, 171444-52, 171444-53, 171444-54, 171444-55, 171444-56, 171444-57, 171444-58, 171444-59, 171444-60, 171444-61, 171444-62, 171444-63, 171444-64, 171444-65, 171444-66, 171444-67, 171444-68, 171444-69, 171444-70, 171444-71, 171444-72, 171444-73, 171444-74, 171444-75, 171444-76, 171444-77, 171444-78, 171444-79, 171444-80, 171444-81, 171444-82, 171444-83, 171444-84, 171444-85, 171444-86, 171444-87, 171444-88, 171444-89, 171444-90, 171444-91, 171444-92, 171444-93, 171444-94, 171444-95, 171444-96, 171444-97, 171444-98, 171444-99, 171444-100

1000000

- [illegible]

DON'T LET YOUR BUDS BACK TO THE NURSERY.
PLANTING DEPTH SHALL BE THE SAME AS GROWN IN NURSERY.
BUTTERS & SONS TREE SERVICE INC. 800-679-8888

- [illegible]

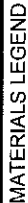
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PROPOSED
DEVELOPMENT

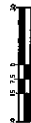
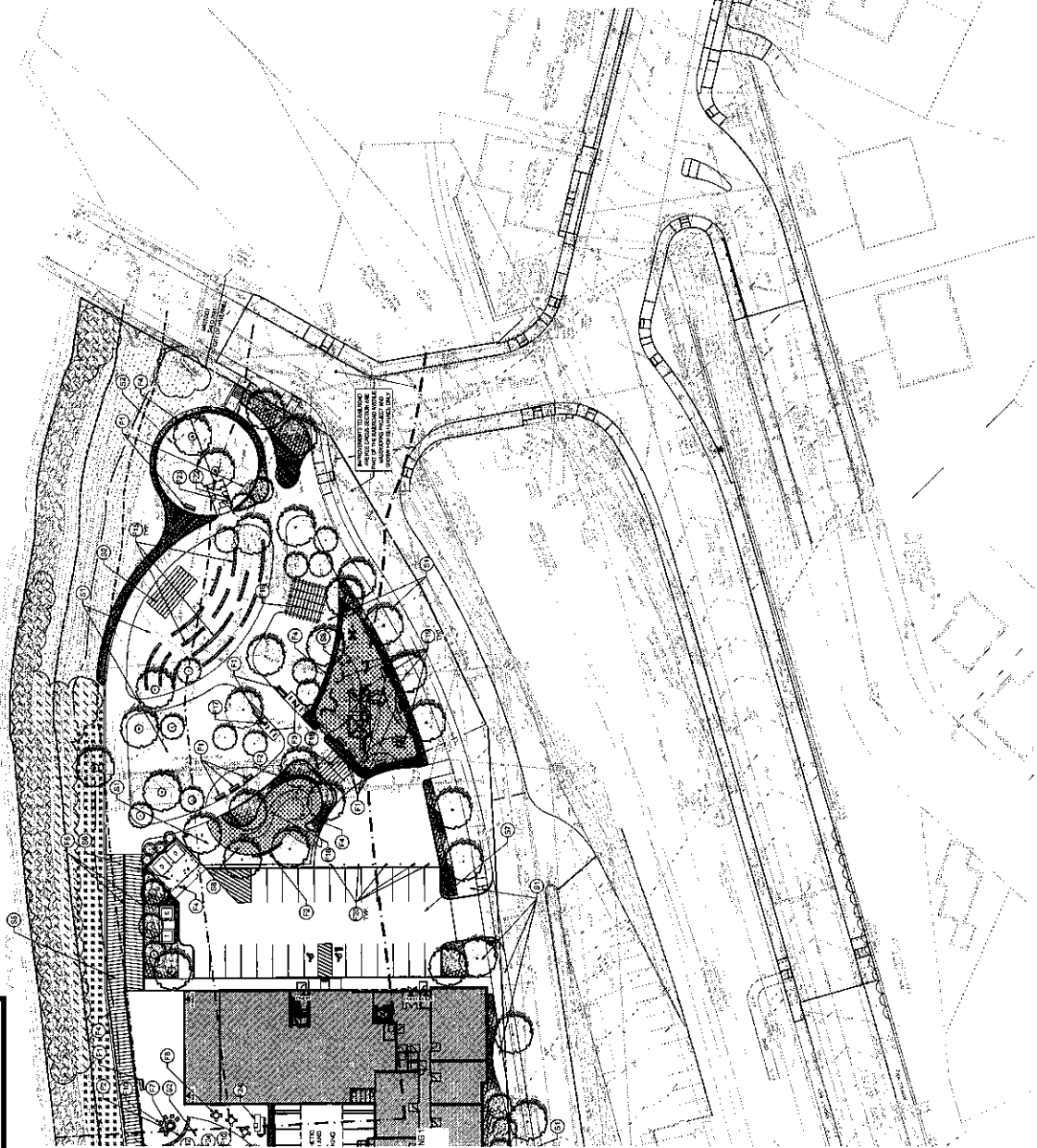
712-596-1, 711-4-4A, 711-4-4,
711-4-3, 711-4-2, 711-4-2A, & 711-4-1
RAILROAD AVENUE
CITY OF HAVENHILL
ESSEX COUNTY, MA

**LANDSCAPE
NOTES +
DETAILS**

L-201



SITE FEATURES AND FURNISHINGS			SITE SURFACING AND DRAINING		
KEY	SYMBOL	DESCRIPTION	KEY	SYMBOL	DESCRIPTION
61		BENCH	61		GRAVEL LAWN
62		CIRCULAR GRVEL WALL WITH GRANITE CUP	62		SPHNETIC TURF LAWN
63		SIDE WALK	63		SHRUB (CIRCUMSCRIBES PLANTING AREA (HORIZONTAL))
64		ALUMINUM SIGN FENCE	64		SHRUB (CIRCUMSCRIBES PLANTING AREA (VERTICAL))
65		ALUMINUM PICKET FENCE OR WALL	65		ELEVATED BOARDWALK
66		CONCRETE RETAINING WALL	66		CONCRETE PAVEMENT
67		CIRCULAR FIRE PIT	67		BITUMULOUS CONCRETE PAVEMENT
68		CIRCULAR TABLE AND SEATING	68		POURED IN PLACE DIMENSIONED PLAY SURFACE
69		RECTANGULAR GAS FIRE TABLE	69		CONCRETE PAVING-IRREGULAR
70		CHAIR TYPE A	70		CONCRETE PAVING-RECTANGULAR
71		CHAIR TYPE B	71		CONCRETE PAVES-PICKETMAN
72		RECTANGULAR LOW FIRE TABLE	72		PORCELAIN PAVERS AT POOL
73		SOFA			
74		CIRCULAR PLANTER			
75		MONOLITHIC STONE SEATING ISLAND			
76		STEEL STAGE PLATFORM			
77		SHRUBBED FOUNTAIN			
78		SPLASH PAD WATER FEATURE			
79		PLAYTOUGHED EQUIPMENT			
80		REMOVABLE STEEL BOLLARD			
81		COMPOSITE WOOD PLANTER			
82		DOG WASTE STATION			
83		TRASH RECEPTACLE			
84		CIRCULAR PLANTER WITH SHRUB			
85		TREE IN WOOD PLANTER			
86		GLASS FENCE AT POOL			
87		HORIZONTAL SLAT COMPOSITE WOOD SCREENING FENCE			
88		SHADE CANOPY			
89		LINEAR WOOD BENCH			
90		CATEGORY LIGHT			



BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LABORATORY ACQUISITION
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

REVISIONS		DATE		COMMENT		BY		DATE	
1	2	3	4	5	6	7	8	9	10
	STATION 1	NOTES OF INTENT							
	STATION 2	RESPONSE TO COMMENTS							
	STATION 3	CD SUBMISSION							
	STATION 4	RESPONSE TO COMMENTS							



It's fast. It's free. It's the law.

PERMIT SET	10. In addition to the permit, the following documents shall be submitted to the Department of Public Works, Engineering Division, for review and approval:	
	a. A copy of the permit application, including all supporting documents, and a copy of the permit fee payment receipt.	
	PROJECT NO.:	MD200202
	PROJECT NAME:	RE-PAVE
	APPROVED BY:	TRANSFORM
	DATE:	02/25/02
	PROJECT LOCATION:	MD200202-01

**PROPOSED SITE
PLAN DOCUMENTS**

PROCOPIO

712-684-1, 711-44A, 711-44,
11-43, 711-42, 711-42A, & 711-41
RAILROAD AVENUE
CITY OF HAVERHILL
ESSEX COUNTY, MA

BOHLER //

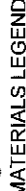
5 FRANKLIN STREET, 5th FLOOR
BOSTON, MA 02110
Phone: (617) 649-2040
www.BolderEngineering.com

Figure 1

MATERIALS PLAN A

L-101

REVISION 4 - 09/10/2024



SITE FEATURES AND FINISHES						SITE SERVICES AND UTILITIES					
KEY	SYMBOL	DESCRIPTION	KEY	SYMBOL	DESCRIPTION	KEY	SYMBOL	DESCRIPTION	KEY	SYMBOL	DESCRIPTION
(F1)		BENCH	(F2)		MANHOLE/STONE SEATING BASE	(F3)		GOOD WASTE STATION	(F4)		LINEAR WOOD BENCH
(F5)		CONCRETE SEAT WALL WITH GRANITE CAP	(F6)		STEEL SHADE PAVILION	(F7)		TRASH RECEPTACLE	(F8)		SYNTHETIC TURF LAWN
(F9)		TREE PLANT	(F10)		GRANITE FOUNTAIN	(F11)		OUTDOOR STORAGE RACK, IRON	(F12)		EXISTING TREE PLANTING AREA
(F13)		ALUMINUM HANDPIECE	(F14)		GLASS FOUNTAIN FEATURE	(F15)		TREE IN WOOD PLANTER	(F16)		EXISTING TREE PLANTING AREA
(F17)		ALUMINUM FRET FENCE ON WALL	(F18)		RECTANGULAR LOW FRET TABLE	(F19)		GLASS FENCE AT POOL	(F20)		EXISTING TREE PLANTING AREA
(F21)		CONCRETE RETAINING WALL	(F22)		SOFA	(F23)		HORIZONTAL RAIL COMPOSITE WOOD SCREENING FENCE	(F24)		EXISTING TREE PLANTING AREA
(F25)		CIRCULAR FIRE TABLE	(F26)		COMPOSITE WOOD PLATFORM	(F27)		SHADE CANOPY	(F28)		EXISTING TREE PLANTING AREA

0 5 10 15 20

0 5 10 15 20



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

File 10 days

14.1

ORDERED:

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

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

Blaisdell Street:

In front of #99 1/2

No Parking

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

24 hours

APPROVED AS TO LEGALITY

City Solicitor



Haverhill

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


October 15, 2021

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

Subject: *Blaisdell Street – Add Handicap Parking*

As requested, attached are Ordinances to add handicap parking at 99 1/2 Blaisdell Street.

Please contact me if you have any questions.

Sincerely,

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

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

CITY COUNCIL

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



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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

October 15, 2021

TO: Mr. John Pettis, Engineer

RE: **Document to Establish Handicap Parking Ordinance – 99 ½ Blaisdell Street**

Dear Mr. Pettis:

At the City Council meeting held on **June 29, 2021**, the following request for a handicap parking space was approved and submitted by Chief Haugh:

- 99 ½ Blaisdell Street – Office Pearl's recommendation letter states Mr. Lebron has no off-street parking and is surrounded by triple decker apartments making it difficult to find parking. The sign should be placed at this location.

Please prepare the proper document for Council agenda action. Should you have any questions please contact Officer Pearl.

Thank you for your continued cooperation, consideration, and assistance. It is appreciated.

Sincerely yours,

Melinda E. Barrett, President
Haverhill City Council

MEB:lab
Enclosures

c: Mayor James J. Fiorentini
Mike Stankovich
William Pillsbury
Solicitor Cox
Sgt. Lynch
Officer Pearl
City Councillors

To: Chief Haugh

From: Officer Pearl

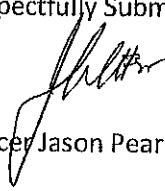
Date: June 9, 2019

RE: Handicap Parking sign application

Sir,

I have spoken with Rafael Lebron of 99 ½ Blaisdell St. in regards to his application for a handicap parking sign. I also inspected the location. I confirmed that Lebron has no off street parking and is surrounded by triple decker apartments making it difficult for him to find parking without having to walk a long distance. He is a dialysis patient and needs to get in and out for his appointments. At this time it appears that he meets all the requirements for a handicap sign and I would recommend that a sign be placed at the location.

Respectfully Submitted,



Officer Jason Pearl #55

CITY COUNCIL

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COLIN F. LePAGE
VICE PRESIDENT
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JOHN A. MICHITSON
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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

15.1

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www.cityofhaverhill.com
citycnd@cityofhaverhill.com

October 13, 2021

To: President and Members of the City Council:

Councillor Michitson and Council President Barrett request an update on the City's progress on development agreement with SiFi Networks for new Fiber Network in Haverhill.


City Councillor John Michitson


City Council President Melinda Barrett

(meeting 10/19/21)

CITY COUNCIL

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COLIN F. LePAGE
VICE PRESIDENT
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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

15.2
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.cityofhaverhill.com
citycncl@cityofhaverhill.com

October 13, 2021

TO: President and Members of the City Council:

Councillor Bevilacqua wishes to recognize the month of October as Italian Heritage and Culture Month and recognize the achievements, accomplishments, culture, and contributions of Italian immigrants and their descendants to our City, State and Country.

Joseph Bevilacqua
City Councillor Joseph Bevilacqua

(meeting 10/19/21)

CITY COUNCIL

MELINDA E. BARRETT
PRESIDENT
COLIN F. LePAGE
VICE PRESIDENT
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 HAVERHILL, MASSACHUSETTS 01830-5843

1601
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 4 SUMMER STREET
 TELEPHONE: 978 374-2328
 FACSIMILE: 978 374-2329
 www.cityofhaverhill.com
 citycndl@cityofhaverhill.com

2021 OCT 10 10:10 AM 0913-11-11

September 29, 2021

TO: President and Members of the City Council:

Councillor Daly O'Brien requests a discussion regarding providing shaded areas in our city playgrounds.

Mary Ellen Daly O'Brien /lab

City Councillor Mary Ellen Daly O'Brien

IN CITY COUNCIL: October 5 2021
 POSTPONED TO OCTOBER 19 2021

Attest;

 City Clerk

17.1.1

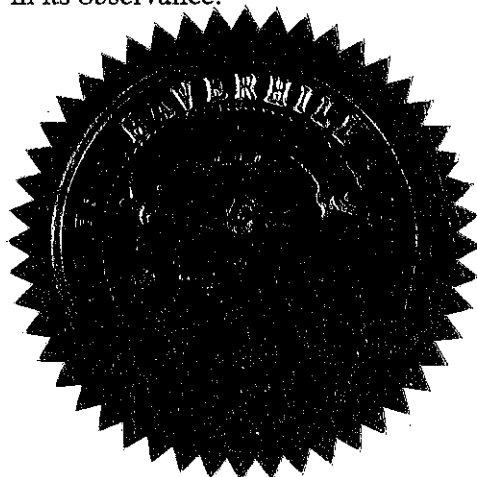
PROCLAMATION
ITALIAN-AMERICAN HERITAGE AND CULTURE MONTH

- Whereas Between 1880 and 1914, nearly four million people left the familiar comfort and sweep of Italy to make a new life for themselves and their families in the unknown land of America. Young and old, rich and poor, Italian immigrants saw in the shores of the United States a symbol of hope and opportunity. Many came with little money and few possessions. Many carried only a love of freedom, a belief in hard work, and an abiding faith in the importance of family and;
- Whereas Bound together by a shared heritage and by a common experience as newcomers in a new culture, the Italian-American community drew its strength from within. During work days that often began before dawn and ended well after dusk, Italian Americans relied on the knowledge and determination that continue to drive our economy today. Working side by side when times were tight, family members depended on one another to survive and, ultimately, to prosper. And their success was apparent in the bright faces of the countless sons and daughters who followed their example and went on to raise families of their own. Today, third, fourth and fifth generations of Italian Americans maintain that tradition of community, looking back on the courage of their ancestors with heartfelt gratitude and unparalleled pride and;
- Whereas Italian Americans have indeed worked hard to build upon their rich heritage over the last century, and the fruits of their labors are evident in every aspect of our national life. From politics to business to academia, their diverse talents and skills have sustained our society and enriched our daily lives. This month, we pause to recognize their many extraordinary accomplishments. More than that, we reflect on the unique cultural heritage that, over a hundred years ago, helped to turn the dream of a distant land into the reality of an American home.

NOW, THEREFORE, I, JAMES J. FIORENTINI, Mayor of the City of Haverhill, do hereby proclaim the Month of October 2021 as,

ITALIAN-AMERICAN HERITAGE AND CULTURE MONTH

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



IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the City of Haverhill to be affixed this 19th day of October in the year of our Lord Two Thousand and Twenty-One.



JAMES J. FIORENTINI, MAYOR

CITY COUNCIL

MELINDA E. BARRETT
PRESIDENT
COLIN F. LePAGE
VICE PRESIDENT
JOSEPH J. BEVILACQUA
JOHN A. MICHITSON
THOMAS J. SULLIVAN
TIMOTHY J. JORDAN
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HAVERHILL, MASSACHUSETTS 01830-5843

1811
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www.cityofhaverhill.com
citycndl@cityofhaverhill.com

October 15, 2021

To: President and Members of the City Council:

Councillor LePage submits the attached minutes and recommendations of the Administration and Finance Committee meeting held on August 4, 2021 for acceptance and discussion. Items discussed were Doc. 58-M/20 Hale Hospital Trust Funds; Doc. 86-S Approval of projects within the Waterfront District; Doc. 40-Q Parking space requirements; and new business regarding Inclusionary Zoning.

City Council Vice President Colin LePage

(meeting 10/19/2021)

CITY COUNCIL

MELINDA E. BARRETT
PRESIDENT
COLIN F. LEPAGE
VICE PRESIDENT
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CITY OF HAVERHILL HAVERHILL, MASSACHUSETTS 01830-5843

MINUTES OF THE ADMINISTRATION AND FINANCE COMMITTEE MEETING HELD ON AUGUST 4, 2021

An Administration and Finance Committee Meeting was held on Tuesday, August 4, 2021 at 7:00 P.M. in the City Council office, Room 204.

Committee Members: Committee Chairperson Colin LePage, Councillor John Michitson, Councillor Mary Ellen Daly O'Brien, Councillor William Macek. Council President Melinda Barrett, Councillor Thomas Sullivan also attended

Department Heads: City Solicitor William Cox, Inspectional Services Director Richard MacDonald.
Absent: Planning Director William Pillsbury, Building Commissioner Tom Bridgewater

The meeting began at 7:01 P.M. and the following items were discussed:

- 1) **Doc. 58-M/20** – Communication from Councillors LePage and Daly O'Brien re: the possible use of Hale Hospital Trust Funds for ongoing City health care programs and issues; *City Solicitor Cox informed that he has had many long-time discussions with the Attorney General and it has been determined that the funds which now total approximately \$600,000 currently, may be utilized for community health purposes. As such, \$50,000 of those funds were appropriated for the new Public Health Department (PHD) in the FY22 budget. An ordinance will be prepared detailing the powers and responsibilities of the new PHD and to set parameters for potential appropriations from the Hale Hospital Trust Funds to the HPD. A motion was made to report out these findings to the full Council, passed unanimously.*
- 2) **Doc. 86-S** – Communication from Councillors LePage, Sullivan & Macek to discuss process for approval of development projects within Waterfront District Ch 255, Article XVI; *after a brief discussion by those in attendance of the disparate requirements of the eight (8) individual zones in the Waterfront District (WD) while having reviewed recently some development projects in the WD and due to the absence of Planning Director Pillsbury, Committee members motioned to table this item to a date to be determined to invite all interested parties with the inclusion of members of the planning consulting firm Utile to attend, passed unanimously.*
- 3) **Doc. 40Q** – Communication from Councilor Macek requesting discussion on parking space requirements per zoning regulation throughout City; *Councilor Macek recommended removal of this item from the Study List, passed unanimously.*
- 4) **New Business** – Additional Inclusionary Zoning handout materials were distributed by Chairperson LePage in response to "placeholder" Zoning Amendment-Inclusionary Housing placed on June 29, 2021 City Council agenda as well as being placed on August 11, 2021 Planning Board meeting agenda for further review at a date to be determined.

The meeting adjourned at 8:08 P.M.

Respectfully submitted,

Colin LePage, Chairperson
Administration and Finance Committee
Haverhill City Council

October 1, 2021

CL/bsa

*Inclusionary Zoning Feasibility Study, City of Malden MA
City of Malden 12.12.200 Inclusionary Zoning Draft, dated 4/28/21 (see attached)

c: Mayor James J. Fiorentini
City Council



Zoning Hearing Sept 21 2021
Haverhill

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

2021 JUN 25 AM 09:53 HAV CITY

June 24, 2021

ALL BACKUP

TO: City Council President Melinda Barrett and members of the Haverhill City Council
FROM: William Pillsbury, Jr. Economic Development and Planning Director

SUBJECT: Zoning Amendment- Inclusionary Housing

Attached please find a proposed zoning amendment requested by the Mayor.

Recommendation: Place on file, refer to the planning board for a recommendation hearing and schedule a hearing for approval at your earliest possible date.



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
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MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

June 25, 2021

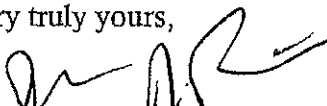
City Council President Melinda Barrett and Members of the Haverhill City Council

RE: Zoning Ordinance Amendment

Dear Madame President and Members of the Haverhill City Council:

Please see attached an order to amend the Haverhill Zoning Ordinance to mandate 10 % of all housing project developments must be "affordable" as defined by the State's Subsidized Housing inventory. This item should be referred to the Planning Board who will hold a public hearing at their August 2021 meeting.

Very truly yours,


James J. Fiorentini
Mayor

JJF/lyf



DOCUMENT

2021JUN25AM09:53 HAV CITYC

File 10 days

CITY OF HAVERHILL

In Municipal Council



ORDINANCE
~~ORDERED~~

**TO AMEND THE CITY OF HAVERHILL ZONING ORDINANCE CHAPTER 255 BY
ADDING THE FOLLOWING:**

8.3 INCLUSIONARY ZONING

All housing projects in the city of Haverhill shall require a minimum of 10 percent of all units to be affordable as a condition of approval. This requirement shall apply to all multifamily projects as well as single family home subdivisions. The definition of affordable unit shall be that the units shall qualify for inclusion in the States Subsidized Housing inventory.

FOR HEARING SEPTEMBER 21 2021



Haverhill

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

Public Hearing Notice 8-11-21 Planning Board Meeting

The Haverhill Planning Board will hold its public hearing on **WEDNESDAY, August 11, 2021, at 7:00 P.M.** in Room 202, Haverhill City Hall. (See files in the Planning Dept. for further information).

Definitive Plan for Ringgold Street: Applicant/Owner John Call seeks Planning Board approval for a definitive plan for the extension of Ringgold Street and the construction of 1 duplex dwelling. See Map: 652, Block 3, Lot 44. (cont. 7.14.21)

Definitive Plan for undeveloped Morse Avenue off of Peabody Street: Applicant/Owner MED Properties, LLC seeks Planning Board approval for a definitive plan for the construction of Morse Avenue and 2 duplex dwellings. See Map: 728, Block 704, Lot: 8AA. (cont. 7.14.21)

Zoning Amendment: Amend City Zoning Ordinance Chapter 255 by adding 8.3 inclusionary zoning-all housing projects in city shall require a minimum of 10% of all units to be affordable as a condition of approval.

Frontage Waiver for 1057 Main Street: The applicant/owner Hilldale Avenue, LLC seeks planning board approval for a frontage waiver. Applicant has a variance for frontage in the RM zone. See map: 635, block 4, lot 9. (the role of the planning board in acting on a frontage waiver is limited to one specific issue by statute which is to confirm that there is adequate access provided to the site from the reduced frontage.)

Paul Howard
Chairman

Advertise: HG: 7.22.21 & 8.5.21

2021 JUL 28 PM 03:02 HVC

INCLUSIONARY ZONING FEASIBILITY STUDY

CITY OF MALDEN, MASSACHUSETTS

**PREPARED FOR
THE MALDEN REDEVELOPMENT AUTHORITY &
THE CITY OF MALDEN
BY LEVINE PLANNING STRATEGIES, LLC
WITH COLLIERS INTERNATIONAL**

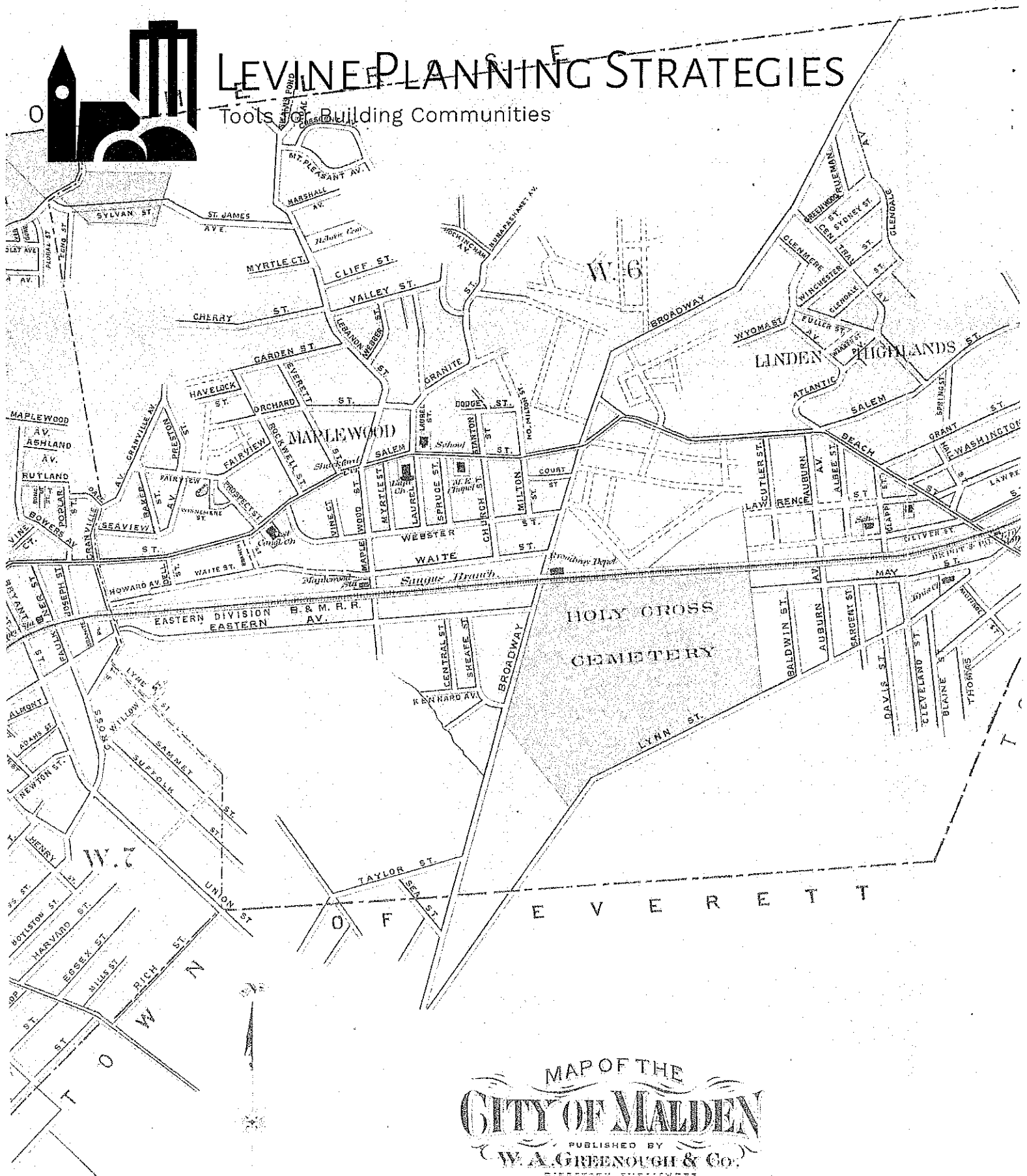
JANUARY 2021





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INCLUSIONARY ZONING FEASIBILITY STUDY

CITY OF MALDEN, MASSACHUSETTS

JANUARY 2021

Inclusionary Zoning Advisory Group

- Craig Spadafora, Malden City Councillor, At Large
- Stephen Winslow, Malden City Councillor, At Large
- Maria Luise, Special Assistant to the Mayor, City of Malden
- Michelle Romero, City Planner, City of Malden
- Deborah Burke, Executive Director, Malden Redevelopment Authority
- Evan Spetrini, Senior Planner, Malden Redevelopment Authority
- Brian Slater, Trustee, Malden Affordable Housing Trust Fund

Historic map images on cover & inside pages from the
Norman B. Leventhal Map & Education Center at the Boston Public Library
<https://www.leventhalmap.org/>

PREPARED FOR:



**Malden
Redevelopment
Authority**

THE MALDEN REDEVELOPMENT AUTHORITY &
THE CITY OF MALDEN
BY LEVINE PLANNING STRATEGIES, LLC
WITH COLLIERS INTERNATIONAL

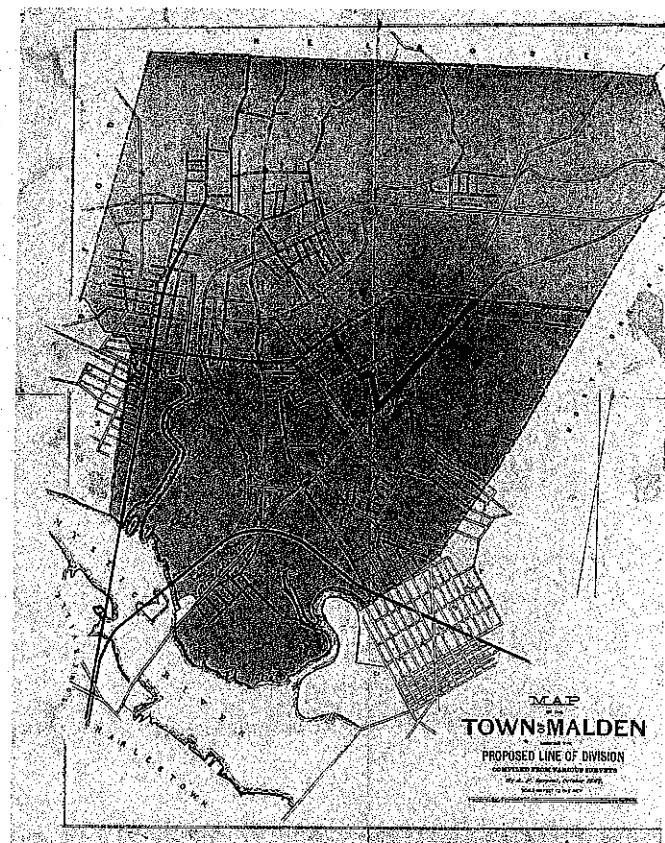


EXECUTIVE SUMMARY

Housing affordability continues to be a challenge in Malden. In order to help address this challenge, this study examines the feasibility of creating an inclusionary zoning ordinance. It explores this feasibility from a number of perspectives, with a focus on what impact such an ordinance might have on the financial feasibility of new housing development in the City. It also explores national best practices to see what alternative approaches exist, and which ones seem most applicable to the specific circumstances in Malden. In conclusion it finds that:

- ➔ The market in Malden can sustain a reasonable inclusionary zoning requirement.
- ➔ In particular, any of the following three options will work given current rental market conditions:
 1. Requiring that 15 percent of units be affordable at 80% of Area Median Income.
 2. Requiring that 15 percent of units be affordable at 50% of Area Median Income, provided there is also a density bonus and reduced parking requirements for the below-market affordable units.
 3. Requiring that 20 percent of units be affordable at 80% of Area Median Income, provided there is also a density bonus and reduced parking requirements for the below-market affordable units.
- ➔ Consideration should be given in all three scenarios to allowing higher income limits for units that are offered for sale.
- ➔ Any new requirement should have an option to pay a fee-in-lieu instead of providing units on site, at least until the City's Housing Trust is adequately capitalized.
- ➔ Fee-in-lieu levels should be set at the approximate cost of providing units on-site unless there is a particular preference for fee-in-lieu, in which case it could be set somewhat lower than that cost.
- ➔ While there may be some initial effects on the real estate market as a result of a new requirement, over time the cost of land is likely to adjust and absorb the cost of providing the inclusionary units.
- ➔ This study looked at developments of 15 units or more. Many new inclusionary zoning ordinances use a minimum threshold of ten units, so that would be a reasonable level to set in a new ordinance for Malden.

While there are details that will need to be worked out as such an ordinance moves forward, this study sets some basic parameters for taking next steps. These next steps would include finalizing the percentage requirement and target income levels for an ordinance; drafting ordinance language; and submitting an ordinance for the formal review process.

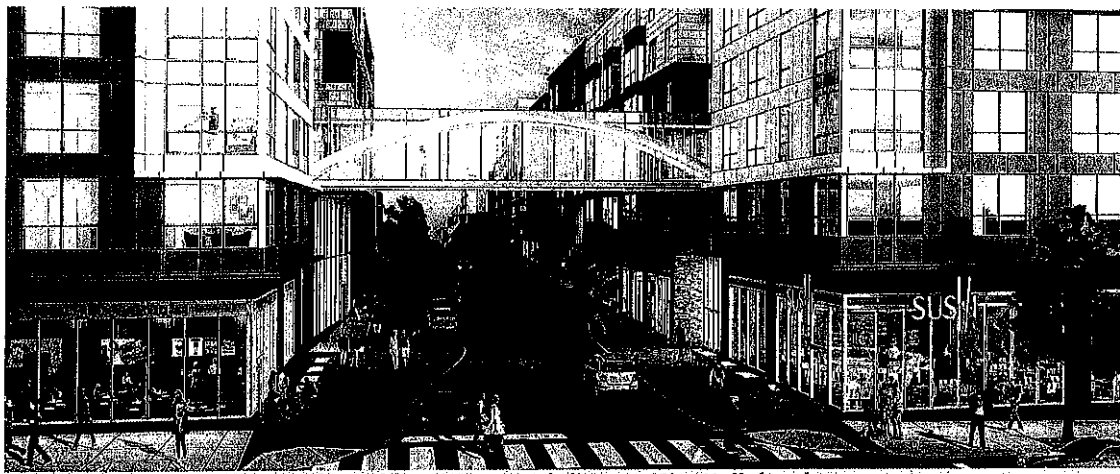


INTRODUCTION

The City of Malden, unlike the neighboring communities of Chelsea, Medford, Melrose and Everett, does not have an Inclusionary Zoning (IZ) ordinance as part of its zoning ordinance. Such an ordinance is based on the idea that new housing development results in increased housing costs in the short term. An Inclusionary Zoning ordinance requires that new developments proportionately help mitigate that impact by including in the development some percentage of units affordable to those with lower incomes. The IZ requirements in the Boston region vary from 10% to 20%. Many IZ ordinances also offer an alternative fee-in-lieu option, where a developer can choose to provide a payment to a local Housing Trust that can be used to construct the units.

The City of Malden and the Malden Redevelopment Authority (MRA) have asked us to conduct a feasibility study for a possible Inclusionary Zoning ordinance for the City of Malden. Our purpose is as follows:

"[E]valuate the requirements of Malden's proposed IZ ordinance in order to understand its financial impacts on new developments throughout the city. This analysis may



An artist's rendering of J Malden Center and the new City Hall development

take into consideration existing zoning restrictions, development approval procedures and permitting costs, current land and construction costs, market rents, and other such data, in addition to the proposed IZ requirements, to test the financial feasibility of a series of prototypical developments throughout the city.

The City and MRA recognize that there are many ways to craft IZ requirements that do not jeopardize the financial feasibility of new development projects. By conducting this study, we can make informed decisions that reflect our unique housing needs and our values as a city in order to maximize the potential for new Affordable Housing."

In doing this project, we have reviewed work done on housing issues in Malden to date; reviewed a draft IZ ordinance developed by City and MRA staff; spoken to stakeholders in the housing development and management market in Malden; and reviewed best practices with respect to IZ ordinances. We also reviewed the existing Malden zoning ordinance to determine how an IZ ordinance might interact with other aspects of land use regulation.

We have met periodically with an Advisory Group that has guided this effort. That Advisory Group has the following members:

- Craig Spadafora, Malden City Councillor, At Large
- Stephen Winslow, Malden City Councillor, At Large
- Maria Luise, Special Assistant to the Mayor, City of Malden
- Michelle Romero, City Planner, City of Malden
- Deborah Burke, Executive Director, Malden Redevelopment Authority
- Evan Spetrini, Senior Planner, Malden Redevelopment Authority
- Brian Slater, Trustee, Malden Affordable Housing Trust Fund

Working with Colliers International, we developed an interactive model that looked at the possible impacts of various IZ ordinances on potential housing developments in the City. This model allows us to test alternative percentages of below-market affordable units and target income levels, as well as possible fee-in-lieu levels.

In the end, we have recommended three alternative concepts for an IZ ordinance. Each of these alternatives would provide for more below-market affordable units in the City, while retaining profitability from new development. These three alternatives are as follows:

- A requirement for 15 percent of units to be affordable to households making 80 percent or less of Area Median Income;
- A requirement for 15 percent of units to be affordable to households making 50 percent or less of Area Median Income, with a counterbalancing allowance for a 25 percent density bonus as well as allowing a parking reduction to one space per affordable unit, while retaining the existing parking requirement for the remaining units; and
- A requirement for 20 percent of units to be affordable to households making 80 percent or less of Area Median Income, with a counterbalancing allowance for a 25 percent density bonus as well as allowing a parking reduction to one space per affordable unit, while retaining the existing parking requirement for the remaining units.

These alternatives all work for rental projects, and may also work for condominium projects. However, given that the short term impacts on these types of developments is expected to be higher than those for rental projects, this study also explored an alternative requirement for ownership-based developments.

Under this option, the affordability levels for the inclusionary zoning units in those developments would be at higher income levels than those in rental units. This change would reduce the short-term impact of a new inclusionary zoning requirement on such developments. In the long term, it is possible that this difference may not be necessary, and it could be modified.

In addition, we recommend that a fee in lieu option for all units be offered, at least at first. We would recommend setting that fee based on the actual cost of creating a permanently below-market affordable unit, in order to help fund

the City's Housing Trust and to provide developers with options as they meet this new ordinance. Over time, that option may be scaled back if circumstances change.

The rationale for these recommendations is further outlined in this report. Once a final option is selected, a full draft ordinance will be developed.

This study is not to be construed as legal advice to policy makers. We recommend that the City staff and City Council consult with appropriate legal advisors in finalizing this ordinance. Similarly, this feasibility study is not a "nexus study" or other baseline study that some communities conduct to outline the nature of the link between new housing development and affordability issues. However, this approach is generally consistent with best practices in the Boston region and nationally, and is based on similar work elsewhere.

While there is no one solution to the housing affordability issue facing Malden, a well-developed IZ ordinance can be part of the solution. This recommended approach will allow the City to leverage new development to help address the issue, while continuing to work on other approaches to providing below-market affordable housing for residents of Malden.

DEFINITIONS

"Affordable Housing": Housing that costs a household 30% or less of its overall income, generally including utilities, insurance, and other direct housing expenses. Affordable housing is often assumed to be low-income affordable housing but exists at all income levels. While household assets are not usually directly used as a measurement of affordability, the income derived from those assets is considered part of household income.

"Area Median Income": A calculation of the median household income of a region calculated by the U.S. Department of Housing & Urban Development and updated annually. The Area Median Income is calculated based on household size, so the amount would vary depending on the number of people living together. Often the Area Median Income for a household of four is used as a simpler version of the calculation. The area used for Malden is the Boston-Cambridge-Quincy, MA-NH HUD Metro Fair Market Rent Area

Area Median Income (AMI) for Malden (2021)					
Household Size	1	2	3	4	5
AMI	\$ 84,250	\$ 96,250	\$ 108,313	\$ 120,313	\$ 129,938
80% of AMI	\$ 67,400	\$ 77,000	\$ 86,650	\$ 96,250	\$ 103,950
50% of AMI	\$ 42,125	\$ 48,125	\$ 54,156	\$ 60,156	\$ 64,969

"Below-Market Affordable Housing": Affordable housing available for households below the Area Median Income. This is what is often meant when someone refers to "Affordable Housing." Below-Market Affordable Housing is often calculated based on 50%, 60% or 80% of Area Median Income.

"Housing Burdened": A household that spends more than 30% of its income on housing costs. In other words, a household that does not have affordable housing is housing burdened.

WHAT IS INCLUSIONARY ZONING & WHO PAYS FOR IT?

At its heart, inclusionary zoning is an internal subsidy to produce units that are affordable at income levels below those for which a development is created. Some of what might otherwise be profit is turned into funding to reduce the cost of a certain percentage of units in the development. This internal subsidy might initially seem to come out of the developer's pocket directly – or, even worse, be seen as increasing the cost of the other units in a development.

In reality, the cost of providing these affordable units can come from a few different sources:

1. In a strong market, a development may be profitable regardless of the inclusionary requirement;
2. Municipal code may provide other incentives such as density bonuses that more than make up for the requirement;
3. Land values may adjust based on the requirement.

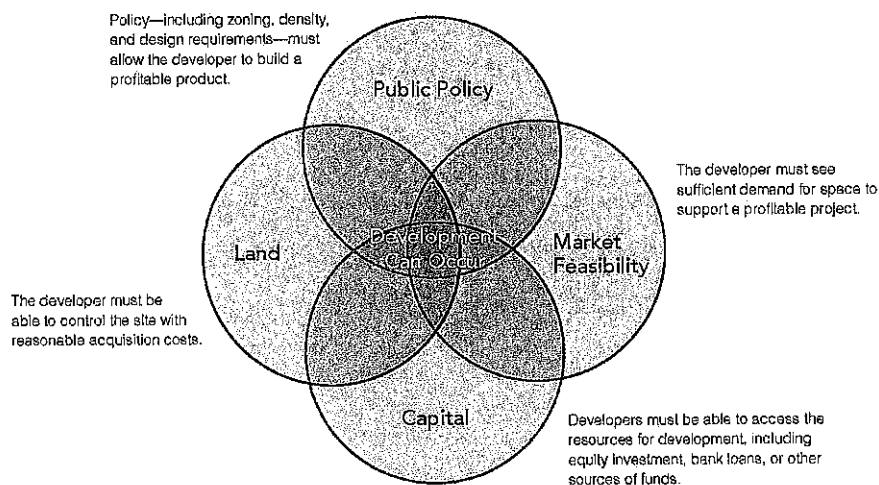
In most markets, that third factor is the most prominent. In those cases, the cost of the internal subsidy comes from the “land residual,” or the cost the developer pays for the land on which a development is built. Since a development's profits are affected by the inclusionary zoning ordinance, the developer usually wants to reduce costs on the project. Construction costs are usually fairly fixed, though there might be some marginal savings in providing less expensive finishes in the below-market units. Similarly, the level of return for a developer – and more importantly, the financiers of the project – seeks will have to be above a certain level in order for the project to proceed. However, the land cost is usually variable. The seller of the land has often owned it for a long period of time, and seeks to get as much money for it as possible. However, if the owner is ready to sell, the land will sell for what someone is willing to pay. In a rational world, that value will be based on the ability to redevelop the land. As an inclusionary zoning ordinance affects that ability, that change in potential return will change the value of the land.

In the “real” world, sometimes land values are stubborn. An owner may have a sense of what the land is worth, and is unwilling to lower that sales price based on changes in land use code. This is why you some-

Four Factors Determine Development Feasibility

The goal of an IZ policy is to leverage new market-rate development to provide new workforce housing units. Because IZ depends on market-rate development, IZ works only when new development is occurring. For that reason, understanding how market-rate development occurs is an optimal starting place for understanding how IZ policies can be structured to work with the market to increase the supply of workforce housing.

The diagram below illustrates in a highly schematic manner the principal factors that intersect to determine development feasibility: public policy (allowable density, required use mix), market feasibility (achievable pricing relative to production cost), capital (cost and availability), and land (cost and availability). IZ principally intersects with land and market feasibility.



Williams, Stockton, et al. *The Economics of Inclusionary Development*. Washington, DC: Urban Land Institute, 2016

times see parcels on the market for years. However, there can be a number of things that affect those land values. Over time, the cost of meeting an inclusionary zoning ordinance will adjust that price and allow redevelopment to occur. That reduction in land values can, if desired by a municipality, be countered by other land use ordinance changes. For example, providing density bonuses or parking requirement reductions for inclusionary zoning projects can adjust the land values back up to the previous levels.

TYPES OF INCLUSIONARY ZONING

The findings from studies on the effectiveness of inclusionary zoning as a tool for production of below-market affordable housing vary. This variation is in part a result of the differing markets and time frames in which the studies were conducted. However, they also seem to indicate how different various inclusionary zoning ordinances are. It's difficult to compare an ordinance with higher levels of affordability requirements with those with lower levels. Similarly, it is hard to compare a requirement that units be provided on-site with one that has a generous fee-in-lieu provision.

In order to understand how these differing requirements can affect the efficiency of the tool, it's important to understand the components of an inclusionary zoning ordinance.

Is it mandatory?

While most inclusionary zoning ordinances are required for all developments of a certain size, some are not. In those cases, meeting the standards of the ordinance may make a developer eligible for a density bonus or other incentives that might make their development more economically viable. In general, the research seems to suggest that incentive-only ordinances are generally less effective at producing below-market affordable units.

If it is mandatory, are there also incentives?

There are ordinances that are mandatory but also provide incentives. These ordinances may both ensure

that the units are produced, and at the same time allow the economics of the development to more easily absorb the internal subsidy of the below-market units.

What is the minimum threshold?

Inclusionary zoning ordinances generally only apply when a project is over a certain size. Many ordinances in the Boston region apply to developments of six or more units. It's also common for an inclusionary zoning requirement to start at a project size of ten units. Thinking through what developments are large enough to absorb the requirement is an important part of developing a new ordinance. It is also important to acknowledge that a developer will often seek to build a project that is just under the minimum size that triggers an inclusionary zoning requirement. For example, if the city's threshold is ten units, you may see an interest in developing nine units on a site. There are strategies to reduce that "cliff" effect, such as having requirements ramp up slowly, or providing sufficient incentives to eliminate the desire to avoid triggering the requirement.

What is the requirement?

The percentage of units that must meet below-market affordability requirements varies a good amount across jurisdictions. Some communities' requirements go as high as 25%, and others are as low as 5%. Sometimes the requirement varies by development size. In general, most requirements are between 10% and 20%, with 10% being a common starting point for a new ordinance.

What income levels are targeted?

Various ordinances set different requirements for the income levels for which the below-market units. Most ordinances tie the income levels to the "Area Median Income" as set by the U.S. Department of Housing and Urban Development. This is a well-designed indicator that also adjusts over time for changes in income levels in an area, and varies based on household size. However, as a regional rather than localized income indicator, it must be compared to the income levels for which housing is needed in a municipality.

In general, inclusionary zoning ordinances require the below-market units to be affordable at either 50%, 60%, 80%, 100% or 120% of Area Median Income. Some ordinances use a combination of these thresholds, or vary them for different kinds of housing developments. The most common target income for below-market units is 80% of Area Median Income. In Malden, 80% of Area Median Income for a four-person household is currently \$96,250. An affordable rent at that income level is one below \$2,166.

What is the term of affordability?

Usually, when below-market affordable units are produced as a result of inclusionary zoning, there is a requirement that the below-market cost be retained for a certain period of time. This requirement is often recorded as a deed restriction on the unit or the development in which it is located. The term of affordability is often set at either 30 years, 99 years, or, if allowable under law, in perpetuity. Some ordinances allow for shorter terms of affordability under certain circumstances, such as providing more below-market affordable units in the development.

What are the options for meeting the requirements?

The default assumption in most inclusionary zoning ordinances is that the below-market units are provided as part of the development. Often the ordinance requires that the unit sizes be the same as the market-rate units, and that they be distributed around the development.

However, some ordinances allow for alternatives to providing the units on site. The most common alternatives are a “fee-in-lieu” option. That option allows a developer to pay a per-unit fee rather than providing the units. That fee is generally set at a level that will allow one comparable unit to be developed elsewhere, and can range from below \$100,000 to several hundred thousand dollars. There is usually a formula created to calculate the fee that may vary based on the size of the development and the market. It is usually advisable to factor into that fee some administrative cost for the municipality, as it will actually have

to find a developer and location for that unit. The fee usually goes into a dedicated Housing Trust, to ensure that it is only used for below-market housing purposes. Sometimes the fee can be used to leverage other sources of affordable housing finance, such as HOME funds or Low Income Housing Tax Credits, and can be used to produce more units than would otherwise be provided on site.

Some communities that have strong markets and have collected fees-in-lieu for many years have moved away from allowing this option, as they prefer to produce the units on-site.

Another alternative approach some communities permit is for a developer to fund off-site below-market units. In that case, the developer may partner with a non-profit housing developer to purchase a nearby building and subsidize creation or renovation of units that are not part of the principal development. This approach, which creative and flexible, must be carefully monitored to ensure the units provided are of comparable quality, size, and, if desired, location as the principal development. The financing of these units should also be closely monitored to ensure that the developer is not simply identifying a below-market development that would occur anyway.

Are there geographic limits?

Most inclusionary zoning ordinances apply throughout a municipality. However, there are some ordinances that only apply in certain parts of a community, or which vary the percentage of below-market units required based on neighborhood or zoning district.

How much is left to implementing regulations?

While an inclusionary zoning ordinance should be fairly clear as to its intentions, there are often details that are simply too minute for city code. In addition, there may be specifics that are best left to an implementing board to pass as an administrative code or implementing regulations. For example, an ordinance may say that units should be of “comparable size.” However, it may be left to the Housing Trust board

Inclusionary Zoning Policies Vary Widely in Many Respects

More than 500 cities and counties in 27 states and the District of Columbia have adopted an IZ policy. Although all share the common approach of using zoning authority to encourage or require development of below-market workforce housing units in connection with approval of a proposed

market-rate project, they reflect considerable diversity in design and implementation. Major aspects about which IZ policies differ from place to place are summarized below.

Less Flexible

More Flexible

Mandatory

Voluntary

Higher setaside

Lower setaside

Longer rent restriction, lower income target

Shorter rent restriction, higher income target

Jurisdiction-wide, all housing types

Specific housing types, specific locations

No opt-outs

Opt-outs: in lieu/off site

No or ineffective incentives

Market-responsive incentives

a. Mandatory vs. voluntary status. Most programs are mandatory, with wide variety in where and when the requirements apply. For example, some mandatory programs apply only in the context of a zoning change.

b. Setaside amount. Most setasides are between 10 and 20 percent, but some places have much higher requirements or sliding requirements.

c. Eligibility and term. Most policies set income eligibility requirements aimed at households that earn between 60 and 120 percent of the area median income. Many policies also define the length of time for which affordability must be maintained and include compliance and monitoring requirements.

d. Types and locations of development. Some policies exempt projects based on project size (number of units) or type (condominium, redevelopment, or adaptive use). Some policies have specific requirements by neighborhood.

e. Opt-outs. Some policies allow developers to make use of in lieu payments into a local housing fund or provide the below-market units off site.

f. Incentives. Most policies provide incentives to encourage developer participation or to offset the impacts of mandatory policies. Common incentives include some combination of direct subsidies, tax abatements, density bonuses, and reduced parking requirements.

Williams, Stockton, et al. *The Economics of Inclusionary Development*. Washington, DC: Urban Land Institute, 2016

to decide what it means to be of “comparable size.” These implementing regulations are usually approved after a public hearing, and can be amended by the implementing board rather than having to go to the full City Council.

What is the administrative support?

Finally, it is important to consider how the municipality will administer an inclusionary zoning ordinance. Developers will need to come to agreement with municipal partners to determine that they have met the ordinance requirements. Legal documents will have to be developed, executed, and recorded. The below-market units will have to be inspected, and a system for ensuring that they are rented to eligible households will have to be created. A well-developed inclusionary zoning program has adequate staff support and the staff is given the support from political leaders to do their jobs without interference.

RESEARCH FINDINGS

There have been a number of studies conducted on the effectiveness of inclusionary zoning in the past 30 years. However, there is no solid agreement as to the impacts on the real estate market or housing production. In general, the conclusion appears to be that there may be some upward pressure on prices and some change in housing production types and levels. However, most studies find these effects to be below five percent, with a number of factors that can mitigate or eliminate these impacts.

One of the most skeptical reports is by the National Association of Home Builders. That report is primarily a collection of case studies and summaries of other research, but it includes some original economic and legal research. It reports that:

“The economic study for NAHB that examined price and production effects on IZ based on a robust data set from California did not find an increase in overall housing production from IZ and concluded that IZ acts like a tax on housing. It also found a drop in single family housing production, with a shift to multifamily. Based on NAHB’s experience, this is a problem, because the building industry is still fairly specialized—it is not easy for a builder or developer to be able to do both types of products because the construction involved in horizontal versus vertical development is so different.”

Another somewhat skeptical study was published by Jenny Schuetz, Rachel Meltzer and Vicki Been in 2011. It looked at the impact of inclusionary zoning programs in the San Francisco and Boston areas and determined that housing prices appeared to be negatively impacted in the Boston region but not in the San Francisco area:

“The amount of affordable housing produced under IZ has been modest and depends primarily on how long IZ has been in place. Results from suburban Boston suggest that IZ has contributed to increased housing prices and lower rates of production during periods of regional house price appreciation. In the San Francisco area, IZ also appears to increase housing prices in times of regional price appreciation, but to decrease prices during cooler regional markets. There is no evidence of a statistically significant effect of IZ on new housing development in the Bay Area.”

However, there are a number of more recent studies that are more supportive of the tool of inclusionary zoning, when properly implemented. The Center for Housing Policy completed a report in 2016 that found that the research on inclusionary zoning policies, while mixed, generally found no relationship between having inclusionary zoning and increased housing prices:

“While there have been numerous studies on inclusionary housing, they unfortunately do not provide conclusive evidence about the overall effectiveness

of inclusionary housing programs. These studies vary substantially in terms of their research approaches and quality. In addition, it is difficult to generalize the findings from the existing research because researchers have examined policies in only a handful of places and at particular points in time when economic and housing market conditions might have been quite different. Given these limitations, however, the most highly regarded empirical evidence suggests that inclusionary housing programs can produce affordable housing and do not lead to significant declines in overall housing production or to increases in market-rate prices. However, the effectiveness of an inclusionary housing program depends critically on local economic and housing market characteristics, as well as specific elements of the program’s design and implementation.”

In other words, inclusionary zoning’s effectiveness and effect on the market will depend a great deal on the specifics of that market, as well as the quality of the program.

This report goes on to recommend the following best practices:

“In general, mandatory programs in strong housing markets that have predictable rules, well-designed cost offsets, and flexible compliance alternatives tend to be the most effective types of inclusionary housing programs.”

It seems reasonable that inclusionary zoning, like many other requirements for building in a community, might not affect housing prices. That is because housing prices are not based on the cost of construction. Instead, they are based on the price the market will bear for housing. In other words, if a developer needs to charge \$2,000 a month for a rental unit in order to cover their costs and make a reasonable profit, that does not mean the unit will rent for \$2,000. If the market will support a rent of \$2,500, that is more likely to be the rent that will be charged. If an inclusionary zoning ordinance – or a new sprinkler requirement, or any other new code – increases the

- 581 jurisdictions reported creating 122,320 affordable rental units; and

- 164 jurisdictions reported an additional 2,100 affordable homes.”

The study went on to suggest that best practices were to require units on-site when possible, and to ensure long-term affordability of below-market units. It also noted that inclusionary zoning is best used as one tool in a set of tools for developing below-market affordable housing.

In 2015, the Lincoln Institute published a report outlining their assessment of the effects of inclusionary zoning on housing markets. That report looked at the overall impacts of a program on the housing market based on other studies, and concluded that the impacts were not greater than the benefits:

“Policy makers are understandably concerned that affordable housing requirements will stand in the way of development. But a review of the literature on the economics of inclusionary housing suggests that well-designed programs can generate significant affordable housing resources without overburdening developers or landowners or negatively impacting the pace of development.... Inclusionary housing programs also require significant staffing to oversee the development process and to steward units after they are built, to ensure long-term affordability.”

This report goes on to summarize the effect I outlined above:

“Generally, developers do not pass on the costs of inclusionary housing to tenants and home buyers. The local real estate market sets the prices of market-rate units, and developers of one project can’t change the overall market price or rent. Therefore, the costs associated with construction of inclusionary housing are either absorbed by modest declines in land prices or reductions in developer profits, or

some combination of the two.”

Finally, the Urban Land Institute, an independent international network of real estate and land use experts that funds research on development issues, produced a 2016 report on the economics of inclusionary development. This report conducted a high-level version of a feasibility study on how inclusionary zoning might affect a few different development types and how changes in the details of an inclusionary program might affect that feasibility.

“Understanding those effects is important. By definition, IZ is intended to generate a below-market real estate end use—workforce housing units—that the private market on its own would not produce at a given location. IZ may make that site less valuable than it would be if developed to its highest and best use.

The positive news is that cities have at their disposal a variety of tools to make inclusionary development more favorable from the landowner’s and developer’s perspectives. Using those tools to optimize private developer participation—and spur the desired development of new workforce housing units—is challenging for most cities.”

The report found that a long-term, consistent inclusionary zoning policy would be reflected in adjusted land prices. At the same time, a policy would need to be able to adjust in some ways to changes in the market over time, requiring ongoing monitoring and reporting to policy makers:

“To the extent that IZ policies remain in place over a sustained period of time, land prices may adjust and the IZ requirements may be absorbed as a “cost of doing business” in the jurisdiction. The challenge is that the most effective IZ policies need to have the ability to adapt in response to changing market conditions. Both these somewhat opposing values—policy consistency and policy flexibility—have value to developers and contribute to the success of an IZ

policy. Balancing them appropriately in design and administration of IZ is perhaps the central challenge for cities seeking to make best use of this particular policy tool.”

This report concluded that in strong markets, with the right base zoning in place, inclusionary zoning would achieve its goals without other incentives. However, it found that in many cases, inclusionary zoning would work best with additional incentives, such as density bonuses or financial support.

In conclusion, the effects on an inclusionary zoning program depend on a number of factors, including:

- The strength of the market
- The specific requirements of the program
- The length of time the program remains in effect
- A set of clearly defined alternative approaches to meeting the ordinance requirements
- The provision of other ordinance changes or bonuses built into the inclusionary zoning ordinance
- A strong and politically supported administration of the program

There is likely to be an initial feeling that inclusionary zoning is negatively affecting the market, as land values have not yet adjusted, and developers are not yet familiar with the options in the ordinance. Over time, the market is likely to adjust to an ordinance as part of the set of requirements to develop in that community, similar to other zoning requirements and building code.

SHORT- AND LONG-TERM EFFECTS

One question that sometimes arises during development of a new Inclusionary Zoning ordinance relates to the inevitable ups and downs of the real estate market. In a strong market, there tends to

be less concern about the impact of a new requirement on real estate development. However, what happens if you introduce a new requirement during a downturn in the market? This question is particularly relevant right now, when many are concerned about the impact of the COVID-19 pandemic on real estate investment.

In the end, deciding to create an Inclusionary Zoning requirement is a policy decision for a community. If you decide that seeking below-market affordable units as part of new development is appropriate, there will need to be some resolve in the community to be consistent and keep the requirements through strong markets and weak ones. It's important to do the analysis to determine that a requirement is not too onerous. Once that determination has been made, the requirement will gradually become part of the development context, as would any other zoning or regulatory requirement on development. While Inclusionary Zoning may have some marginal impact on the market when it is in a low point, if properly developed it is unlikely to be the primary reason for a soft market.

This minimal impact is in part because of another impact of a soft market. If real estate investment is down, that is likely in part because rents and sales prices are not increasing, and may even be decreasing. If the market rents drop to levels comparable with the below-market affordable units, there is a minimal difference between the inclusionary units and the market-rate units. Those comparable rents or sales prices minimize the impact of the inclusionary zoning requirement.

As the market picks up, the market-rate unit values increase, while the inclusionary units stay relatively level. That means that the development will become more profitable, and therefore able to internally subsidize the inclusionary units.

We don't yet know the short- and long-term impacts of the COVID-19 pandemic. However, real estate experts in the Boston region see the market as continuing to be relatively strong.

STAKEHOLDER INTERVIEWS

As part of this study, we reached out to a number of organizations involved with housing issues in Malden and nearby communities. We interviewed representatives of for-profit housing developers; non-profit affordable housing developers; and social service agencies that manage housing in Malden. These interviews helped us understand how these national trends and research would apply in the specifics of Malden's market.

In general, we found openness to the concept of inclusionary zoning among most stakeholders, including market rate developers, if implemented in a way that provided for the types of economic offsets outlined in the research above. Some stakeholders noted that Malden is one of the only communities in the area without an inclusionary zoning requirement.

Some also noted that there are other factors that limit development more significantly. While Malden is a strong market with a great deal of development interest, some said that the existing zoning requirements tamp down that market and reduce the financial feasibility of projects, especially outside the downtown. If an Inclusionary Zoning ordinance included some increased development allowance, or if the zoning code were amended to generally increase allowed densities, that would likely increase the effectiveness of inclusionary zoning. In addition, Malden's current parking requirement of one parking space per bedroom was seen as an impediment to housing development. The stakeholders to which we spoke felt that the actual parking need, especially near the T station, was lower than that requirement. Reducing the number of spaces required could save on site development costs, and help support projects that meet inclusionary requirements.

Finally, there was an interest in flexibility in meeting requirements. Providing fee-in-lieu and off-site provisions that could be met in partnership with non-profit affordable housing developers were seen as desirable components in any ordinance. On the other hand, there was a desire for clarity in ordinance language.

"Development is very difficult in Malden... the parking requirement is difficult. Downtown can sustain parking garages, otherwise surface lots need to be built that cost money and take up land." – Market Rate Developer

"The rules [of an Inclusionary Zoning ordinance] should be clear." – Market Rate Developer

"A density bonus would help a lot." – Market Rate Developer

"Restrictive zoning and political challenges have made developing affordable housing difficult in Malden. Proximity to the T is not enough. There need to be changes to allow for higher density and less parking." Non-profit Housing Development and Social Service Provider

"Off-site options should be considered. A fee-in-lieu might work if there are sites where the fee can be readily used." - Non-profit Housing Development and Social Service Provider

"We never have had problems getting tenants for our units, except recently because of COVID." – Manager of Deed-Restricted Below-Market Housing Units

"The rents have gone up a lot in the past 12 years in Malden" – Non-profit Manager of Extremely Low-Income Housing

"Parking is something that all municipalities should be talking about. Today's parking need is not tomorrow's parking need." - Market Rate Developer

"The Inclusionary Zoning tool is very blunt and needs flexibility." - Market Rate Developer

"Malden wasn't an easy sell to institutional investors, and not having an affordability requirement helped." – Market Rate Developer

"Perhaps the overall affordability could be some percentage of overall rent structure, so you could provide a total 'discount' but not necessarily on specific units?" – Market Rate Developer

"We would be interested in potential work with the City to use fee-in-lieu payments to develop off-site housing if that decision is made. However, generally the units should be on site." - Non-profit below-market affordable housing developer

"Mission driven organizations make better managers of units, and can also provide other needed services for low-income tenants." - Non-profit below-market affordable housing developer

"It's important to have enforcement of ordinance requirements" – Non-profit below-market affordable housing developer

Median Housing Costs, Malden, 2012-2018

	SINGLE-FAMILY SALES MEDIAN (adjusted)	SINGLE-FAMILY SALES % INCREASE	CONDO SALES MEDIAN (adjusted)	CONDO SALES % INCREASE	2-BEDROOM MEDIAN RENT (adjusted)	2-BEDROOM RENT % INCREASE
2012	\$293,057	4%	\$205,006	4%	\$2,008	
2013	\$328,024	12%	\$208,404	2%	\$2,072	3%
2014	\$334,859	2%	\$237,802	14%	\$1,967	-5%
2015	\$366,148	9%	\$259,008	9%	\$1,920	-2%
2016	\$379,285	4%	\$271,650	5%	\$2,013	5%
2017	\$435,000	15%	\$319,500	18%	\$2,078	3%
2018	\$459,005	6%	\$338,856	6%	\$2,070	0%

Source: Zillow Rental Listings and Warren Group, Inc.; adjusted for inflation with BLS Consumer Price Index

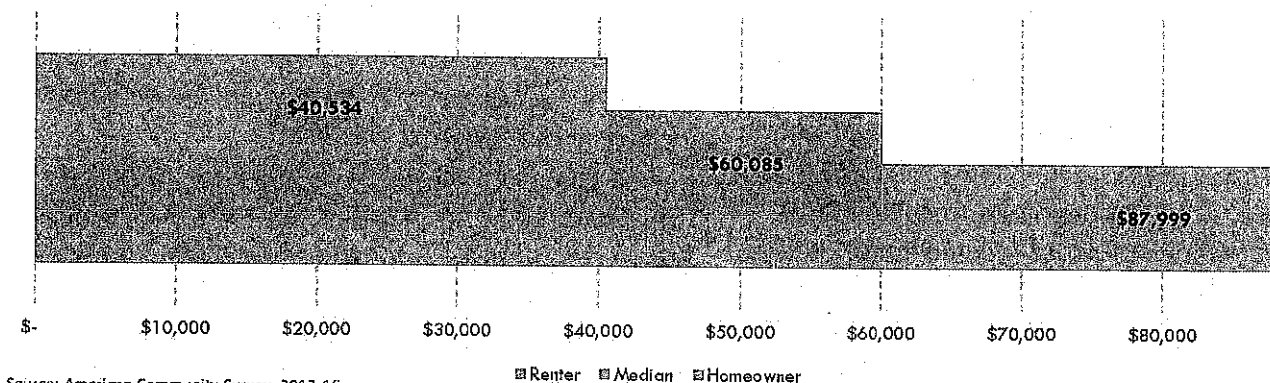
MALDEN'S HOUSING MARKET

In 2019, the Metropolitan Area Planning Council (MAPC) completed a "Housing Needs Assessment" of the City of Malden. This effort began as the City considered the need for a Housing Production Plan, pursuant to M.G.L. c. 40B, and evolved into a Housing Needs Assessment. A Housing Needs Assessment had been previously recommended in the City's Master Plan, and the City decided this was the appropriate next step after the MAPC provided the City with a General Land Area Minimum (GLAM) analysis indicating the City's GLAM percentage is more than double the legislative threshold.

The Housing Needs Assessment outlined the state of the housing market in the City based on best available data. It also outlined land available for development in the City and looked at the relationship between income levels in the City and housing costs.

The study showed a significant increase in median single-family and condominium housing costs over the 2012-2018 period. It also showed variation in median rents during that time. However, those rents represent a significant financial burden to the 56% of households in Malden below 80% of Area Median Income. Of

Household Income by Tenure, Malden, 2012-16



Source: American Community Survey, 2012-16

	DEMOGRAPHICS						HOUSING STOCK	HOUSING COST		HOUSING TENURE	HOUSING AFFORDABILITY		
	Population increase 2000 to 2017	Population projected increase 2017 to 2030	White population	Non-family households	Change in school district enrollment 2010 to 2016	Median household income	Housing structures with 3+ units	Median price single-family house	Median 2-bedroom rent	Renter households	Subsidized Housing Inventory	Low-income households (<80% AMI)	Cost-burdened low-income households
EVERETT	22%	19%	48%	30%	15%	\$52,457	44%	\$401,000	\$2,200	61%	6.4%	62%	69%
LYNN	6%	6%	39%	34%	13%	\$50,774	45%	\$315,000	\$1,650	56%	12.4%	61%	64%
MALDEN	9%	17%	49%	40%	1%	\$60,085	44%	\$435,000	\$2,100	59%	10.1%	56%	67%
QUINCY	7%	16%	61%	47%	1%	\$64,890	48%	\$435,800	\$2,100	53%	9.6%	46%	68%
REVERE	14%	25%	58%	40%	20%	\$51,482	38%	\$362,500	\$2,340	52%	8.1%	59%	68%
SALEM	7%	4%	74%	46%	-17%	\$61,093	50%	\$375,000	\$2,100	52%	12.8%	50%	67%
SOMERVILLE	5%	17%	70%	57%	2%	\$78,673	53%	\$720,000	\$2,500	65%	9.7%	42%	67%

those low-income households, 2/3 are “cost burdened” with housing, meaning they spend more than 30% of their household income on housing costs. Given that renters are generally lower income, it appears that these rent levels also represent a financial burden to those households:

“Malden’s housing stock does not meet the needs of many residents, particularly low-income households. The estimated 2,542 SHI units are far fewer than the estimated 12,720 low-income households in the city, and the ratio is technically even lower since market-rate rental units in mixed-income projects are listed on the SHI in addition to deed-restricted Affordable Housing. In other words, for every five low-income households in Malden, there is at most one deed-restricted Affordable Housing unit. And for every three cost-burdened low-income households, there is at most one deed-restricted Affordable Housing unit. For lower-income households as well as those with relatively higher incomes, there is a clear affordability gap in Malden, meaning a disconnect between the cost of housing and what residents can afford. Recent developments have not

included any deed-restricted Affordable Housing, and therefore have not reduced the housing affordability gap. ...

Renters earning Malden’s median income would be cost burdened in a unit rented for the median rate. A household earning Malden’s median income of \$60,085 would have a monthly income of about \$5,007. If they were to rent a median-priced 2-bedroom unit for \$2,100, they would pay 42% of their income on housing and therefore be cost burdened. A Malden employee earning the annual average income of \$46,560, as opposed to the median, would have a monthly income of about \$3,880.12 If this household were to rent the same 2-bedroom unit, they would spend 54% of their income on housing and be severely cost burdened.”

This study went on to explore some of the regulatory barriers to housing production in Malden. It noted the parking ratios required in Malden’s zoning code are relatively high compared to actual likely need, as well as policy goals:

"In 2017, MAPC completed a Metro Boston Perfect Fit Parking Initiative report that assessed parking supply and demand in five municipalities, including Malden. Working directly with the City of Malden assessor to obtain property assessment information, MAPC surveyed a total of 25 multifamily residential properties with nine or more units. MAPC then conducted overnight (weeknights, 12:00-4:00 AM) parking counts to observe the number of spaces occupied during peak residential parking hours. MAPC used this data, and that collected in the other four participating municipalities, to create a model of parking demand per unit, controlling for Affordable Housing units and housing tenure (rental/ownership).

In Malden, the average observed parking supply per unit was 1.09 spaces, but the average parking demand per unit was 0.73 spaces, for a utilization rate of only 67%. This is much lower than MAPC's recommended parking utilization rate of at least 90% for off-street residential uses in order to efficiently use land while still allowing for some snow storage, dumpsters, and other non-parking uses.

A key finding of this study is that parking supply can increase parking demand. In other words, offering residential parking attracts residents with cars. Households with two vehicles, for example, will generally seek housing arrangements with two parking spaces. Those with one or no vehicle, will seek housing with a corresponding number of spaces. Another key finding is that neighborhood transit access influences the need for parking, so multifamily buildings with good transit access may require even less parking per unit than other comparable buildings in less transit-rich areas in Malden.

Based on this sample, more parking is supplied for multifamily housing in Malden than is demanded, a trend repeated in the other four communities surveyed. Parking demand, then, should not be considered a constraint on development. More rigorous parking regulations that better align parking supply with demand will lead to less congested roads, because development with fewer spaces will attract occupants with fewer cars. And perhaps

most importantly, adjusting parking regulations will more efficiently use precious land in Malden for more valuable purposes, such as to meet housing, economic development, open space, or other goals. To inform regulatory amendments based on a better understanding of what building and neighborhood characteristics influence parking demand, MAPC will be gathering more data about additional multifamily developments in the region, including other sites in Malden, as part of a Phase 2 of the Perfect Fit Parking Initiative."

Finally, this study made some connections between economic growth, projected housing production needs and the affordability levels of that production:

"New workers are needed to fill jobs vacated by retiring Baby Boomers in the coming years and to fill the new jobs created to maintain a strong economy. These workers need homes and will increase competition for existing housing unless additional units are added to the supply.

Even if population growth in the city were to inexplicably slow or stop tomorrow, 'latent demand' would maintain pressure on the housing market for years to come. ...

Malden also has a significant affordable housing shortage, with fewer than one deed-restricted Affordable unit for every three cost-burdened low-income households. Of the approximately 1,800 new units constructed since 2010, none are Affordable units. A slight majority of Malden households (56%) are low income, with incomes no more than 80% of MFI, and could qualify for Affordable Housing. These units, however, make up less than 10.1% of the city's housing stock. Moreover, 470 deed-restricted Affordable units could expire by 2030; this represents about 18% of all Affordable Housing in the city. Although deed-restricted Affordable Housing cannot by itself meet the needs of eligible low-income households, producing and preserving Affordable units will reduce cost burden and help stabilize low-income households. ...

As in many surrounding cities, challenges related to housing availability and affordability can lead to displacement of vulnerable populations. Some groups in Malden are particularly susceptible to being displaced, including the 56% of Malden households that are lower income and the 59% of households that rent. A majority of both groups are cost-burdened. Though renters (and particularly low-income renters) face higher displacement risk due to little control over their housing costs, lower-income homeowners are also at risk of displacement due to property tax assessments that increase with the value of their homes. Moderate-income Maldonians are less likely to be displaced, but 28% are already cost burdened."

In short, a significant proportion of new housing production should ideally be priced at levels that are affordable to low-income households. While the study does not outline a specific percentage, it would seem reasonable to try to meet the ratio of low-income

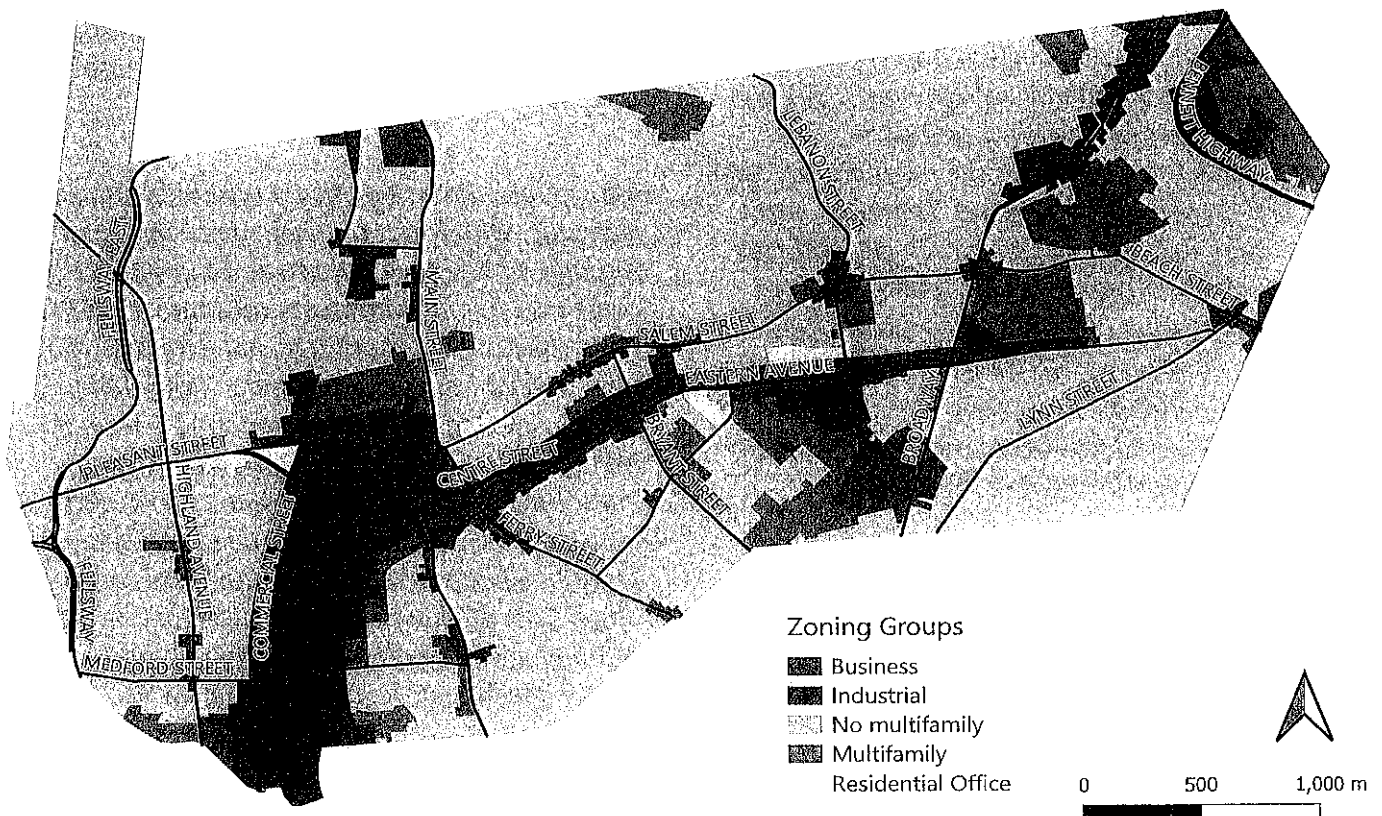
households in the City currently. That would mean that up to a net of 56% of these new units should ideally be affordable to low-income households.

MALDEN'S ZONING & AFFORDABILITY

While this study is not an extensive analysis of Malden's Zoning Ordinance (Chapter 12), it would be difficult to evaluate a potential inclusionary zoning ordinance without taking a look at how the zoning impacts development. Stakeholders and national best practice studies have both noted that base zoning requirements interact with inclusionary requirements. In particular, the density of development permitted and the parking required in the zoning ordinance both impact the feasibility of inclusionary zoning.

Density

Below is a generalized version of the City zoning map that divides individual zoning categories into a few



general categories:

- Light blue areas are lower density residential zones and generally do not permit multifamily housing and therefore would be generally be less likely to be areas in which an inclusionary zoning ordinance would apply. However, in some cases - such as conversion of commercial or industrial spaces - the zoning allows for special exceptions to permit multifamily housing. In those cases, inclusionary requirements might apply;
- Red areas are generally industrial areas, and they do not permit multifamily housing;
- Darker blue areas are higher density residential zones that permit multifamily housing, and green areas are downtown and business zones that permit multifamily housing. These both therefore might be areas where inclusionary zoning might result in below-market affordable housing production. Similarly, the yellow residential office zones might be areas for such production.

Parking

Malden's parking requirement is generally one space per bedroom. Therefore, a three-bedroom unit would need to provide three parking spaces. This requirement is potentially a limiting factor on housing development, especially in the "darker blue" areas outlined above, regardless of other zoning factors.

The only significant exception to this requirement is for elderly housing, where the parking requirement is one space per unit.

The parking requirement may be reduced by special permit by the Planning Board, based on proximity to rapid transit or train stations, or by the City Council in the downtown area, based on proximity to public

parking lots. Malden has two public transit stations: Malden Center, which has Orange Line service, commuter rail, and a bus hub; and Oak Grove, which has Orange Line service.

OPTIONS FOR INCENTIVES

In short, there appear to be some limitations on housing development, both geographic and related to zoning requirements. These limitations may need to be explored, either in conjunction with an inclusionary zoning ordinance, or on their own. One common option is to allow for some relief from these base densities and parking requirements for projects that meet their inclusionary zoning requirements on-site. This study recommends options for incentives in Alternatives 2 and 3, outlined below.

MODELING ALTERNATIVES

As explained above, an inclusionary zoning ordinance essentially creates a requirement for an internal subsidy. That subsidy is based on the finding that the market-rate housing is creating a need for below-market affordable housing. However, it also has to work for a developer. If it does not, developments won't proceed.

In order to understand how various alternatives for inclusionary zoning ordinance language might affect the financial feasibility of housing development, we developed a financial model to test scenarios. This model is based on existing expectations for construction costs and other factors affecting development feasibility.

In order to test a range of development types, we created a model that looks at four basic prototypes:

1. A 15-unit townhouse style or low-rise rental development;

	15-unit rental	30-unit rental	50-unit rental	15-unit condominium
IRR (Internal Rate of Return)	9.39%	9.75%	6.41%	
ROE (Return on Equity)	4.34%	4.56%	3.01%	47.71%

"IRR": Internal Rate of Return (see definition below)

"ROE": Return on Equity (see definition below)

2. A 30-unit mid-rise rental development;
3. A 50-unit high-rise rental development; and
4. A 15-unit townhouse style or low-rise condominium development.

These four prototypes each have their own economics and are more likely to happen in different zones of the city. For example, the 15-unit developments are likely in the RB or RC zones, while the 50-unit development is more likely in the Central Business Zone. The condominium development was modeled to compare how a home-ownership model might be affected by inclusionary zoning, as opposed to a more common rental model.

While there are a number of variables that can be modified in this model, it is primarily designed to allow exploration of the following variables:

1. Percentage of below-market units required;
2. Target income levels for those units;
3. Fee-in-lieu options in part or in whole;
4. Varying rates of fee-in-lieu; and
5. How changing other zoning requirements, such as parking requirements, might affect the feasibility of a development.

Using this model, the Advisory Group was able to explore a number of different scenarios to see how they might affect financial feasibility of various projects. While it is difficult to determine the specific impact of any scenario on any specific project, this work provides a good baseline for balancing policy goals to produce more below-market affordable housing with the need for a project to show a certain return.

What to look for

The model makes some basic assumptions about inputs, such as the price of land, market rents and the cost of capital. Those can be changed but are based on best current estimates of the real estate market in Malden. As a result, there are some aspects of the

model that may indicate that a particular project is not feasible given current market conditions. That does not mean that no development of that kind is possible in the city. It simply means that, given the current average prices of these inputs, and the regulatory requirements put on them, it may be difficult to make such a project happen today.

It's important not to spend too much time dwelling on challenges in this baseline condition. Many of them will not apply to particular projects. Others could be changed by looking at requirements in Malden's Zoning Ordinance. For the purposes of this study, however, we established a baseline condition and focused on how various inclusionary zoning requirements might affect that baseline condition.

It's also important to note that this model only shows an estimate of the *immediate* impact of an inclusionary zoning requirement on the feasibility of a particular project. Over time, the market will adjust to new requirements and, in many cases, prices may adjust to levels that allow projects to move forward. Some inputs are too general to be impacted by changes in local requirements - for example, construction prices are determined by the regional market rather than Malden's. Other inputs may be a little "sticky" and may not adjust immediately. However, if they are localized, they will eventually change to accommodate a new requirement.

For example, there is a fair amount of research that suggests that land sales prices generally adjust over time to reflect the cost of meeting a new inclusionary zoning ordinance. Most land owners seeking to sell underdeveloped land are not leveraged with significant debt. They are simply seeking to sell their land for as much money as it will sell for. Over time, they will (reluctantly) lower their threshold sales prices to accommodate new requirements, and the feasibility of projects will improve.

This ability to adjust inputs is not unique to changes in inclusionary zoning requirements. Any zoning change that affects the ability to develop land will have a similar impact. Downzoning is the most obvious example.

Area Median Income (AMI) for Malden (2021)					
Household Size	1	2	3	4	5
AMI	\$ 84,250	\$ 96,250	\$ 108,313	\$ 120,313	\$ 129,938
80% of AMI	\$ 67,400	\$ 77,000	\$ 86,650	\$ 96,250	\$ 103,950
50% of AMI	\$ 42,125	\$ 48,125	\$ 54,156	\$ 60,156	\$ 64,969

If a parcel could have previously developed into three units, and zoning changes so it can only be developed into one unit, the value of that land will decline. Even changes to setback requirements, parking levels, or building height allowances can affect land values and other localized inputs.

Since there is likely to be some adjustment to input levels over time, this study does not assume that short-term reductions in return on investment are the final word on the feasibility of inclusionary zoning requirements. In general, we have assumed that if a development still remains close to feasible in the short term, land values and other variable inputs will adjust over the mid-term and the project will become feasible again.

However, if the model showed that a project with certain inclusionary requirements veers well below a reasonable return on investment, we raised caution about putting that particular requirement in place. Over time, as the market adjusts, it may be possible to increase inclusionary zoning requirements further. However, in general it is important to avoid too sharp

a change at once, if there interest in continuing to see housing investment in Malden.

There are also inclusionary requirements that may be too stringent to be absorbed by the market. Below some sale price minimum, a land owner will not be willing to sell their land. If inclusionary requirements drive land value below those threshold values, significant development will generally stop. Since we can't predict that threshold value, we recommend moving somewhat incrementally in introducing or strengthening inclusionary requirements.

Feasibility Indicators

This model uses two primary measures of the financial feasibility of a project. These measures are commonly used by developers and lenders to determine whether a project makes sense:

1. **Return on Equity (ROE)** is the cash flow after financing divided by the equity investment. Basically, it is the annual interest rate you are getting as a developer on the money you put into a project. This is very similar to the concept of "return on

	Alternative 1	Alternative 2	Alternative 3
Percentage of units that must be below-market affordable	15%	15%	20%
Income maximums for those units	80% AMI	50% AMI	80% AMI
Is there a density bonus for inclusionary projects?	No	Yes	Yes
Is parking adjusted for the below-market affordable units?	No	Yes	Yes

investment.” For a rental project, the ROE should currently be about four to five percent. For a condominium project, which has a much shorter investment time frame, the return is expected to be much higher. Generally, condominium projects should have an ROE of about forty to fifty percent.

- 2. Internal Rate of Return (IRR)** is defined as the discount rate at which the sum of the present values of the cash inflows (or returns) exactly equals the cash outflow (or investment.) In other words, this is a way of controlling for the fact that a project may get money in future years and comparing it to money spent in the current year. For a rental project, the IRR should currently be about nine to ten percent. While the IRR is often calculated for condominium projects, it is not generally as useful a concept for the purposes of this model, so we are only evaluating the ROE for that product.

There are other measures that can be used as well, such as the **Net Present Value** of a project. That measure determines generally if the project will make you money, controlling for the fact that some of the money will come in the future. While the model does

determine the Net Present Value of various products, it is not as useful a concept for the purposes of this study. For that reason, we are concentrating on comparing the ROE and IRR of each scenario.

Above are the baseline IRR and ROE numbers for each of the four product types, without any inclusionary zoning requirements. As you see, they generally fall within the feasibility levels identified above. The one exception is the larger, 50-unit rental property. While there are individual projects of that size that may work in Malden at this time, in general such a project is not generally feasible at present, for a number of reasons. Two of the main reasons are:

1. This project will have to use a more expensive, steel-frame construction technique;
2. Under current parking requirements and with limited land availability, this project will have to use structured parking, which is considerably more expensive than surface parking;

While such a project might not generally be feasible at this time, it is still helpful to model how an inclu-

		Percentage IZ:		15%	15%	20%
	Baseline	Income Level:	80% AMI	50% AMI	80% AMI	
Percentage IZ:			No	Yes	Yes	
Percentage IZ:			No	1 space per IZ unit	1 space per IZ unit	
20 Unit Rental	9.39%	Change in IRR	-0.85%	-1.20%		0.17%
20 Unit Rental	4.34%	Change in ROE	-0.44%	-0.67%		-0.09%
50 Unit Rental	9.75%	Change in IRR	-0.85%	-1.07%		0.26%
50 Unit Rental	4.56%	Change in ROE	-0.45%	-0.62%		-0.03%
50 Unit Rental	6.41%	Change in IRR	-0.66%	-0.69%		0.23%
50 Unit Rental	3.01%	Change in ROE	-0.32%	-0.39%		-0.04%
15 Unit Condo	47.71%	Change in ROE	-12.21%	-9.99%		-6.55%
15 Unit Condo	47.71%	Change in ROE	-7.29%	-4.75%		0.31%
0.15% indicates baseline or changed values that may challenge viability						

“IRR”: Internal Rate of Return (see definition above)

“ROE”: Return on Equity (see definition above)

¹ These numbers assume higher income levels for condominium projects (80% AMI rather than 50% AMI, and 100% AMI rather than 80% AMI)

Rents Permitted for Deed-Restricted Units (2021)				
Bedrooms	0	1	2	3
Maximum Rent at 100% AMI	\$ 2,106	\$ 2,406	\$ 2,708	\$ 3,248
Maximum Rent at 80% AMI	\$ 1,685	\$ 1,925	\$ 2,166	\$ 2,599
Maximum Rent at 50%AMI	\$ 1,053	\$ 1,203	\$ 1,354	\$ 1,624

Sales Prices Permitted for Deed-Restricted Units (2021)				
Bedrooms	0	1	2	3
Maximum Sales Price at 100% AMI	\$ 366,199	\$ 418,357	\$ 470,788	\$ 564,783
Maximum Sales Price at 80% AMI	\$ 292,959	\$ 334,686	\$ 376,630	\$ 451,826
Maximum Sales Price at 50% AMI	\$ 183,099	\$ 209,179	\$ 235,394	\$ 282,391

sionary zoning requirement might affect its feasibility. If a few factors change in the baseline, the projects viability may increase. In that case, it's important to know how any new inclusionary requirements might affect that viability. For this reason, we focus on the changes from baseline for this project - and the other ones - as much as the absolute numbers produced. That way, we know how much of a financial impact this one variable is having on a market.

Modeling Alternative Inclusionary Requirements

With a baseline model set of scenarios set, we could check how various new requirements - and even incentives - might affect feasibility of these hypothetical developments. By comparing how these factors change based on various requirements, we were able to determine if those requirements render the development type infeasible.

This evaluation had two steps. First, we looked at whether the change in these factors brought the numbers below the minimum returns expected. If not, the requirement was generally feasible for a typical development.

If the initial run suggested that the factor would go below the minimum return needed, we would take a second look at that requirement. Depending on how

far below expected return they went, and whether one, or both, factors were significantly affected, we could determine how likely it might be that these requirements would make a project infeasible.

These project types correspond roughly to the areas in the color-coded map of the city above:

- None of these development types are likely to be seen in the light blue areas except for in limited cases where special exceptions can occur;
- The 15 unit developments (rental and condominium) are most likely to be seen in the dark blue, green and yellow areas;
- The 30 unit development is most likely to be seen in the green area; and
- The 50 unit development is most likely to be seen in the green area.

Of course, if there were changes to the base zoning requirements, this categorization could change.

IMPACT OF INCLUSIONARY REQUIREMENTS

Alternatives Explored

Working with the Advisory Group, we ran several sets of possible inclusionary requirements. We looked at

ranges of inclusionary requirements with the following variables:

1. Inclusionary requirements from 10 percent of the units in a development up to 25 percent of the units in the development;
2. Income limits on the inclusionary units from 50 percent of Area Median Income (AMI) up to 100 percent of AMI (see above for AMI and maximum rent/sales prices permitted at various percentages of AMI);
3. Fee-in-lieu options for any requirement, as well as a fee-in-lieu option only for fractional units (for example, a 12 unit development under a 10 percent inclusionary requirement would provide 1 unit on site and pay a 0.2 unit fee-in-lieu.)
4. Different levels of fee-in-lieu, ranging from \$100,000 per unit to \$300,000 per unit.
5. Options for incentives to counter the extra expense of meeting inclusionary requirements. These included modified parking requirements and density bonuses.

After examining initial results, and discussing both policy objectives and the effects of these scenarios on development feasibility, the Advisory Group came up with three alternatives to run through the model to show final results.

These three alternatives- while all generally financially feasible according to the model- represent a range of policy goals. They are discussed in detail below.

Alternative One: Moderate Income, Lower Requirement

This alternative takes a fairly common approach to inclusionary zoning, especially when a city first introduces such a requirement. Under this scenario, any development over a certain size (perhaps ten units) would be required to make 15% of its units afford-

able to households at or below 80% of Area Median Income. For example, using 2021 figures, a 20 unit rental development of two bedroom apartments would have to make three units available at no more than \$2,166 a month. The households in those units would have to make no more than \$86,650 a year.

As expected, this scenario has some negative impacts on Internal Rate of Return and Return on Equity. In particular, the 15 unit condominium project will be impacted in the short term by this requirement. However, with the possible exception of the condominium project, these projects should not become significantly less feasible than under the base scenario in the short term,. In all the rental scenarios, the projected impacts on IRR and ROE are no more than 0.85%. In the longer term, it is expected that the market would adjust to this requirement.

Alternative Two: Low Income, Lower Requirement & Incentives

This alternative combines a deeper affordability requirement with the same 15% requirement as alternative one. Because it requires units to be available at lower cost levels, it also offers two incentives to developers to help counter that additional cost. First, it adds a 25% density bonus to the development, allowing additional market-rate units on a site. Second, it lowers the parking requirement for on-site inclusionary units from one space per bedroom to one space per unit. The parking requirement for all market-rate units would remain at one space per bedroom.

Under this alternative, using 2021 figures, a 20 unit rental development of two bedroom apartments would have to make three units available at no more than \$1,354 a month. The households in those units would have to make no more than \$54,156 a year.

This alternative has slightly higher negative impacts on potential developments. In short, these incentives seem to partially counter the deeper affordability requirements but this alternative is slightly more detrimental to development potential. The highest impacts are on the condominium development. However,

the impacts are not so high as to clearly cause any of these development scenarios to become infeasible. On the other hand, this would be a bolder approach to an Inclusionary Zoning ordinance and may require some willingness to wait for the market to adjust.

Alternative Three: Moderate Income, Higher Requirement & Incentives

This alternative combines elements of the first two alternatives. It sets a higher income limit, like Alternative 1. It also includes the density and parking incentives from Alternative 2.

However, as compared to both of those alternative, it has a higher percentage of inclusionary units required - 20% rather than 15%. So the 20-unit development outlined above would have to provide four units rather than three. So, under this alternative, using 2020 figures, a 20 unit rental development of two bedroom apartments would have to make four units available at no more than \$2,166 a month. The households in those units would have to make no more than \$86,650 a year.

Of the three alternatives, this one has the least financial impact on potential developments. The higher income limits and incentives apparently more than compensate for the higher percentage requirement. In fact, the model suggests these incentives actually increase the IRR of the rental developments. Even the impact on the condominium project is less under this scenario.

Potential Modification to All Three Alternatives

All three alternatives seem generally feasible for the rental scenarios. While the 50-unit rental project is less feasible than the smaller projects - in large part because of the likely need for structured parking and steel-frame construction - that challenge exists in the baseline scenario as well. While the inclusionary zoning requirement does further challenge that project's

feasibility, the impact is not, of itself, hugely significant.

However, all three alternatives - especially the first two - offer more of a challenge to the condominium development modeled. It's important to note that does not mean that these new requirements would make condominium development infeasible. This is a hypothetical scenario with assumptions about land costs, sales prices, and interest rates, all of which are subject to change. In addition, as explained above, many inputs will likely adjust in response to new requirements, as they likely change every time zoning requirements for density, parking, or other factors are modified. Over time land values, in particular, will likely adjust.

However, it is not uncommon for inclusionary zoning ordinances to create somewhat different requirements for developments where units will be sold, as opposed to rental developments. Often the percentage requirement is comparable, but the income levels are different. Home ownership developments are sometimes permitted to sell their inclusionary units based on a higher AMI. This is based partially on the idea that it generally takes a higher income to maintain an owner-occupied unit.

In order to test this alternative, we ran all three scenarios again for the condominium development, with a higher allowed percentage of AMI for the inclusionary units. For Alternatives 1 and 3, we tested sales with prices limited at affordable levels based on 100% AMI rather than 80%. For Alternative 2, we tested sales based on 80% AMI rather than 50%.

For example, as shown above, under the original Alternatives 1 and 3, a two bedroom inclusionary condominium would be sold at or below \$376,630. Under these revised scenarios that sales price would be raised to a maximum of \$470,788. At the same time, the income level of the buying household could increase from \$86,650 to \$108,313.

Similarly, for Alternative 2, a two bedroom inclusionary condominium would be sold at or below \$235,394. In this revised scenario, that price would increase to \$376,630. At the same time, the maximum allowed household income would increase from \$54,156 to \$86,650.

The results of this additional set of model runs can be seen on the last row of the table above. It shows that allowing these higher income maximums for condominium developments will improve their financial feasibility. In general, it increases the Return on Equity by roughly four to six percent. It also moves that measure above the forty percent threshold generally seen as indicative of a feasible project. In fact, the scenario with 20% of units at 100% of AMI actually has a higher ROE than the baseline alternative.

This does not mean that the earlier alternatives should be set aside. Home ownership opportunities for lower income households are important, as long as those households get the additional education and support they need to be able to keep their home for the long term. That policy goal will need to be balanced with the goal of maintaining increased short-term financial feasibility for condominium projects. However, applying these higher income limits to condominium projects is worth consideration

A Note on Fee-in-Lieu Rates and Application

Having a fee in lieu of providing units on site is an almost mandatory part of any inclusionary zoning ordinance. The calculation of percentages of units will often result in fractional units, which are occasionally rounded up or down, but more often replaced with a fee in lieu of providing a unit.

For example, in Alternative one above as applied to a 15 unit development, there is a requirement of 2.25 units. The 0.25 fractional unit is met in the model with a fee. In the model, the fee in lieu is set at \$250,000 per unit affordable at 80% of AMI. So in this case, the developer would pay a fee of $0.25 \times \$250,000$, or \$62,500.

However, there are two policy decisions to make as part of a new ordinance.

1. First, the City needs to decide if fee in lieu will be accepted for all units, or just fractional ones. That decision depends on whether the goal is to produce fewer units in the short term, in which case the City should not accept fees in lieu for full units, or if the City wishes to build its housing trust as a leveraged resource. Generally, communities just starting a housing trust are more likely to accept fees in lieu for full units as well as fractional ones.
2. Second, the City needs to set the cost of the fee in lieu. In general, the starting point should be to set the cost at the same level as the actual cost of taking a market-rate unit and making it permanently affordable. The City can set a lower figure if it would prefer to encourage funding the housing trust, or a higher figure if it would prefer to discourage use of a fee in lieu. Establishing this fee is inevitably based on some assumptions and generalizations.

Setting these policies are as much based on policy goals as financial considerations. For this report, we used a fee in lieu that is roughly the cost of creating the units.

CONCLUSION

This analysis suggests that all three of these alternatives for an inclusionary zoning scheme would generally be feasible. While there might be some short term dampening of the housing development market in Malden, those impacts will likely recede over time as other inputs adjust to these requirements. In this way, any inclusionary zoning requirement is like other zoning requirements that may affect the development market, such as density limits, parking requirements, or height limits.

The primary differences between these three alternatives relate to the policy goals. For what income levels is it most important to create additional housing? How much of new housing production should be provided at below-market levels? These policy questions are more important factors in choosing between these three alternatives, or finding a fourth alternative to advance.

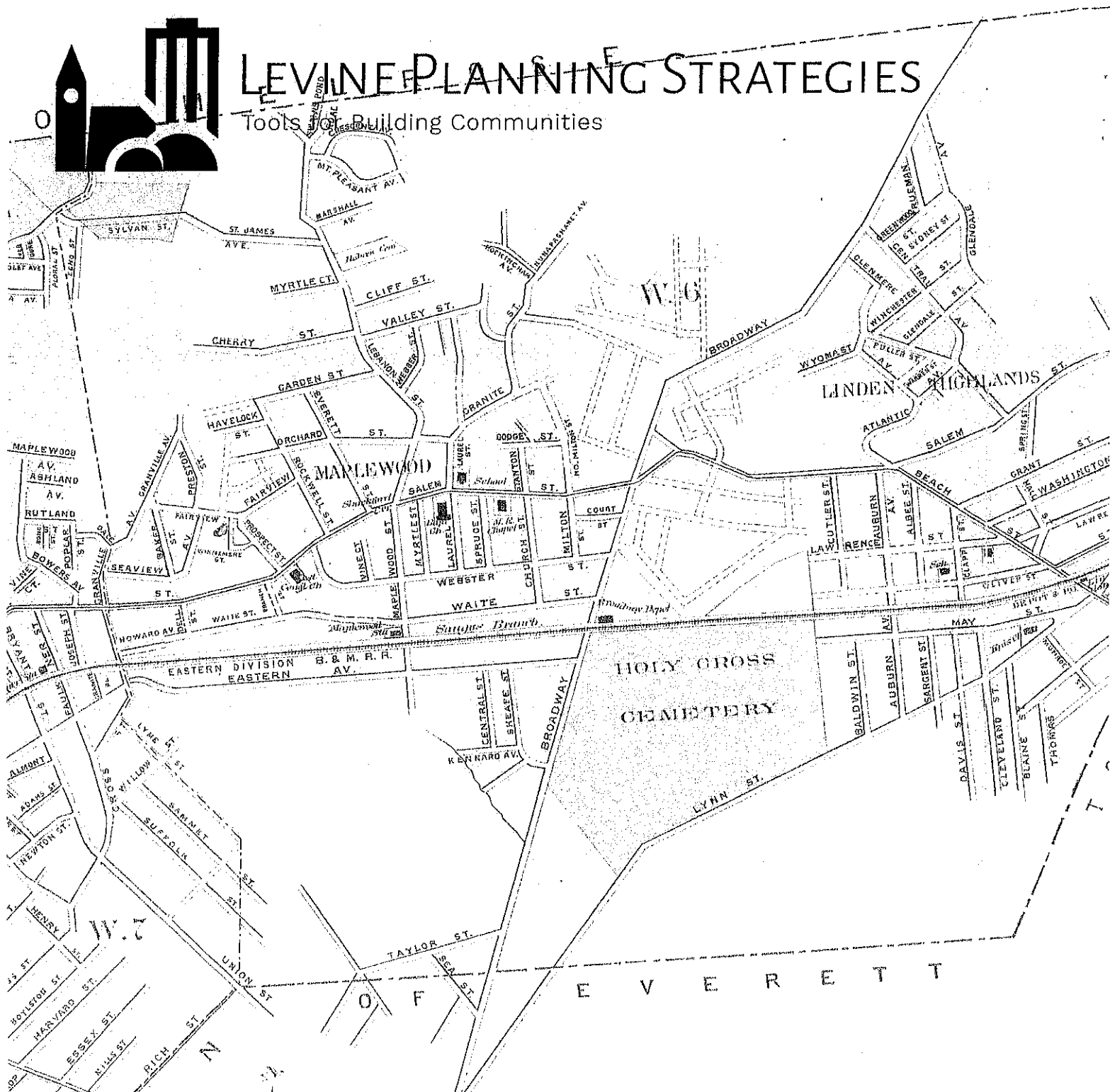
The one market that seems mostly likely to be impacted by these three alternatives is condominium development. While those impacts will likely also be internalized into the market over time, it may take longer than for the rental market. However, if the income levels targeted for ownership projects is increased, the short term financial impacts on such projects is reduced. If there these higher income levels are consistent with policy goals, the alternative of allowing higher income targets for home ownership projects should be considered.

Finally, in terms of a fee-in-lieu option, when creating a new ordinance, it is generally preferable to have an option to pay a fee-in-lieu for some or all of the required units. However, if the preferred policy is to produce on-site units rather than build the Housing Trust, it would be feasible to only offer a fee-in-lieu option for fractional units.



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12.12.200 Inclusionary Zoning

A. Purpose.

In accordance with the findings and goals of the Malden Housing Needs Assessment of 2019, Inclusionary Zoning Feasibility Study of 2021, Affordable Housing Trust Fund Action Plan of 2021, and the Malden Master Plan of 2010, the purpose of this Section is to promote the development of permanent Affordable Housing in order to improve housing stability for low- and moderate-income households, mitigate the impacts of new residential development on the availability and cost of housing, and maintain an economically integrated community by promoting diverse affordable housing opportunities throughout Malden.

B. Applicability.

1. The inclusionary zoning provisions of this Section shall apply to all projects and developments in all zoning districts that result in:
 - a. a net increase of eight (8) or more dwelling units, whether created, in whole or in part, through new construction in one or more buildings, and/or by alteration, extension, reconstruction, structural change or change of use of an existing building or buildings;
 - b. a net increase of eight (8) or more dwelling lots created through any subdivision of land; and
 - c. a net increase of eight (8) or more assisted living units in any nursing/convalescent home or other development.
2. Projects and developments shall not be segmented or phased in a manner to avoid compliance with the provisions of this Section. These provisions apply to the creation of units over a five-year period.
3. The provisions of this Section are intended to supplement other applicable provisions of the City's zoning ordinance, Chapter 12 of the Revised Ordinances of 2020, as Amended, of the City of Malden (the Ordinance), and do not supersede any other provision of the Ordinance unless expressly provided herein.
4. All provisions of this Section are use regulations and there shall be no variance of any provision.

C. Special Permit.

1. Special Permit Required. An Inclusionary Development, as defined herein this Ordinance, shall require a special permit.
2. Special Permit Granting Authority. The special permit granting authority (SPGA) for an Inclusionary Development shall be the Planning Board; provided that, where a project includes Inclusionary Development and a special permit is also required under other provisions of this Ordinance, the SPGA for the Inclusionary Development shall be the same SPGA as for the other special permit.

3. Required Findings. A special permit may be granted only if the SPGA finds the proposal complies with the requirements of this Section; and provided that the proposal complies with other applicable provisions of this Ordinance.
- D. Mandatory Provision of Affordable Housing Units. An Inclusionary Development shall provide a minimum of fifteen (15) percent of the total number of dwelling units as Affordable Housing Units, provided that, the total number used for this calculation shall exclude any units allowed under the Incentives provisions of this Section.
- E. Incentives. To facilitate the objectives of this Section, an Inclusionary Development shall comply with all applicable dimensional controls and parking requirements of the Ordinance, except for requirements regarding density and number of parking spaces and only as stated in the following incentive provisions:
1. Density Bonus. For every required Affordable Housing Unit in an Inclusionary Development, the developer may build one (1) additional dwelling unit in the development, regardless of the density requirement of the Ordinance for the additional unit or units. Except for the density requirement, all other dimensional controls of this Ordinance shall apply to an Inclusionary Development.
 2. Parking Adjustment. For any Affordable Housing Units in an Inclusionary Development, the minimum number of on-site parking spaces shall be one (1) parking space per unit.
- F. Development Standards. An Inclusionary Development shall comply with the following Development Standards:
1. Ratio of Rental- to Owner-Occupied Affordable Housing Units. The ratio of rental- to owner-occupied Affordable Housing Units within the Inclusionary Development shall be the same as the ratio of rental- to owner-occupied market-rate units;
 2. Mix of Affordable Housing Units. The bedroom mix of Affordable Housing Units within the Inclusionary Development shall be proportionally equal to the bedroom mix of market-rate units, i.e., studios, one-bedroom, two-bedroom, and/or three-bedroom units;
 3. Siting of Affordable Housing Units. Affordable Housing Units shall be sited within the Inclusionary Development so as not to be in less desirable locations than market-rate units, shall be distributed evenly throughout the project, and shall be, on average, no less accessible to building features and public amenities, such as open space, parking, laundry facilities, access/egress, as market-rate units;
 4. Design and Construction Standards. Affordable Housing Units within an Inclusionary Development shall be compatible in design, appearance, construction, and quality of materials with market-rate units. Interior features and mechanical systems of Affordable Housing Units shall conform to the same specifications as applicable to market-rate units; and
 5. Timing of Construction. Affordable Housing Units within the Inclusionary Development shall be developed and completed coincident to the development and completion of market-rate units.

G. Alternative Methods of Compliance.

1. Off-Site Location. It is intended that Affordable Housing Units be included on the project site of an Inclusionary Development, however, the SPGA may approve of the provision of Affordable Housing Units in an off-site location in order to meet the requirements of this Section, only in conformance with the following requirements:
 - a. Affordable Housing Units shall comply with all requirements of this Section including all Development Standards;
 - b. Affordable Housing Units shall be located in the same neighborhood as the Inclusionary Development; and
 - c. The SPGA must find that the provision of off-site units is in the interest of the common good and does not conflict with the intent of this Section or any other provisions of this Ordinance.
2. In-Lieu Payment. A developer may make a one-time cash payment to the Affordable Housing Trust Fund of three hundred thousand dollars (\$300,000) per required Affordable Housing Unit in lieu of providing the required Affordable Housing Units. This fee shall be adjusted for inflation annually based on the change in the Consumer Price Index for All Urban Consumers (CPI-U) Housing Index for the Boston-Cambridge-Newton, MA-NH area or any successor index. The City of Malden shall update and publish the adjusted fee-in-lieu annually beginning on July 1, 2022.
3. Fractional Units. Where the required number of Affordable Housing Units results in a fraction of a unit, the required number shall be rounded down to the nearest whole number and the difference shall be realized as a cash payment made to the Affordable Housing Trust Fund equal to the fractional unit multiplied by three hundred thousand dollars (\$300,000).
4. Conveyance of Land and/or Buildings. The conveyance of land and/or buildings in lieu of providing Affordable Housing Units shall not be accepted as an alternative form of compliance.

H. Household Eligibility. An Inclusionary Development shall comply with the following regulations:

1. Rental. For Inclusionary Developments with rental Affordable Housing Units, all required Affordable Housing Units shall be reserved for households earning income up to fifty percent (50%) of the median income of the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area published annually by the U.S. Department of Housing and Urban Development. Additional Affordable Housing Units beyond the required fifteen percent (15%) shall be reserved for households earning up to eighty percent (80%) of the median income of the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area published annually by the U.S. Department of Housing and Urban Development.
2. Homeownership. For Inclusionary Developments with homeownership Affordable Housing Units, all required Affordable Housing Units shall be reserved for households earning income of fifty-one percent (51%) to eighty percent (80%) of the median income of the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area published annually by the U.S. Department of Housing and Urban Development. Additional Affordable Housing Units beyond the required fifteen

percent (15%) shall be reserved for households earning up to one hundred percent (100%) of the median income of the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area published annually by the U.S. Department of Housing and Urban Development.

3. Local Preference. To the maximum extent permitted by law, including the regulations of the Department of Housing and Community Development or any successor agency, any special permit granted hereunder shall include a condition that a preference for Malden residents shall be included as part of the lottery and marketing plan for the Affordable Housing Units.

I. Affordability. An Inclusionary Development shall comply with the following regulations:

1. Rental. For Affordable Housing Units, payment of housing and related costs (including utility costs for heat, electricity, water, and hot-water, and including access to all amenities that are typically offered to a tenant in the building, such as parking, access to an onsite gymnasium, and other such amenities) shall be set at a level not to exceed thirty percent (30%) of annual gross income for the renting household.
2. Homeownership. For homeownership Affordable Housing Units, the maximum sales price for initial purchase and subsequent sales shall be set at a level such that housing related costs (including utility costs for heat, electricity, water, and hot-water, mortgage payments, insurance, real estate taxes, and condominium fees) do not exceed thirty percent (30%) of the purchasing household's annual gross income.
3. Preservation of Affordability. Affordable Housing Units required by and provided under the provisions of this ordinance shall remain affordable to the designated income group in perpetuity, or for as long as legally permissible. Sales prices, resale prices, initial rents, and rent increases for the Affordable Housing Units shall be restricted by legally permissible instruments such as, but not limited to, deed covenants or restrictions, contractual agreements, or land trust arrangements, to ensure long-term affordability and compliance with this Ordinance.
4. Right of First Refusal. The developer of an affordable homeownership unit developed as a result of this ordinance shall agree to execute a deed rider consistent with model riders prepared by Department of Housing and Community Development, granting, among other things, the Affordable Housing Trust Fund's right of first refusal to purchase the property at the point of original sale or any subsequent resale in the event that a qualified purchaser cannot be located, or in the event of a foreclosure on the property.

J. Administration.

1. Submission requirements. In addition to any other Submission Requirements of this Ordinance or the SPGA, an applicant for an Inclusionary Development shall submit the following with its application for a special permit:
 - a. Narrative that describes compliance with the Development Standards of this Section.
 - b. Narrative that identifies any proposed Alternative Methods of Compliance, including the reasons for the request and supporting documentation.
 - c. Lottery Plan for Affordable Units that includes Local Preference required by this Section.
 - d. Marketing Plan for Affordable Units that includes Local Preference required by this Section.
 - e. Draft legal instruments that describe Preservation of Affordability required by this Section.

2. Outside Consultants. The SPGA may hire and employ an outside consultant to assist the SPGA in its review of the application, any study and supporting documentation submitted in conjunction with a petition for a special permit, including conducting a peer review and analysis of any study or documentation, and the fees for the employment of said consultant shall be reasonable and paid to the City by the petitioner or applicant in advance of the consultant services being performed, and in accordance with M.G.L. c. 44, Section 53G.
 3. Occupancy Permit. Notwithstanding any other provisions of this Ordinance or local, state or federal law, no occupancy permit for an Inclusionary Development shall be issued, in whole or in part, until all Affordable Units are created and the legal instruments that ensure Preservation of Affordability are recorded.
 4. The developer/owner of an Inclusionary Development shall provide the City with required information to submit the application to the DHCD for inclusion of the Affordable Housing Units on the City's SHI before the issuance of the certificates of occupancy for the Affordable Housing Units.
- K. Relationship to SHI. The Affordable Housing Units shall qualify as local action units in compliance with the provisions of 760 CMR for inclusion on the Subsidized Housing Inventory (SHI) or any successor inventory. Failure to gain approval to maintain compliance with the criteria for inclusion on the SHI, or removal of an Affordable Housing Unit from the SHI for any reason, shall be deemed to be noncompliance with this Ordinance.
- L. Compliance and Monitoring.
1. Rental. Developers/owners of Inclusionary Developments with rental Affordable Housing Units shall be required to submit to the City of Malden an annual statement of rent level, rental income, verification of tenant income, and any other information necessary to confirm compliance with the requirements of this ordinance.
 2. Homeownership. If the owner shall desire to sell, dispose of, or otherwise convey a homeownership Affordable Housing Unit, the owner shall notify the City of Malden prior to listing the property for-sale to ensure compliance with the requirements of this ordinance.
 3. The City of Malden shall have the authority to develop standards and procedures appropriate to and consistent with the compliance and monitoring provisions of this Section.
- M. Needs Assessment Review. The City of Malden, in cooperation with the Affordable Housing Trust Fund, shall undertake a housing market assessment and financial feasibility analysis to determine the suitability and performance of the provisions of this ordinance for potential revision and improvement not less than every five (5) years from the date of enactment of this ordinance. Upon completing its assessment the City of Malden shall recommend to the City Council any amendments to this ordinance deemed necessary to improve the means of providing Affordable Housing Units in the city.

12.32.060 Definitions.

Affordable Housing Unit. A residential unit that is restricted by legally permissible instruments such as, but not limited to, deed covenants or restrictions, contractual agreements, or land trust arrangements in its sale, lease, and/or rental to an eligible household as defined in Section H of this ordinance at a price point such that housing and related costs do not exceed thirty percent (30%) of the renting/purchasing household's gross income.

Inclusionary Development. A project or development that results in a net increase of eight (8) or more dwelling units, whether created, in whole or in part, through new construction or by alteration, extension, reconstruction, structural change or change of use of an existing building.

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DOCUMENTS REFERRED TO COMMITTEE STUDY

38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizens Outreach	4/5/16 1/31/17
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizens Outreach	1/3/17 1/31/17, 8/15/17
10-U	Communication from President Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizens Outreach	1/31/17 8/15/17, 4/23/18
38-D	Communication from Councillors Sullivan and Barrett requesting an update on City's emergency management plan and status of working generators in all public building in City	Public Safety	3/20/18 1/23/19
79-F	Communication from Councillor Sullivan requesting to introduce Kathleen Fitts, Gale Park Assoc. to request the city replace the Gale Park Fountain in fiscal year 20	NRPP	6/25/19
79-T	Communication from Councillors Sullivan and Barrett re: discussion with VINFEN & Haverhill Police Dept. regarding incident in neighborhood of 20 Westland Ter. group home on 7/5 and steps being taken to better supervise residents and reduce police calls to residence	Public Safety	7/23/19
89-K	Communication from Councillor Macek requesting open discussion relative to the process for Establishing a Charter Commission to review the current City of Haverhill Charter	Citizens Outreach	8/6/19
89-U	Communication from Councillor LePage re: applying for Community Compact Best Practices Program grant for benefit of city and its residents	Citizens Outreach	9/17/19
89-V	Communication from Councillor McGonagle requesting a discussion about school bus safety	Public Safety	9/17/19
11	Communication from Councilor Jordan requesting to introduce Steve Costa of Citizens for Haverhill Fire to discuss Mayor's CIP and occupational cancer	Public Safety	1/7/20
34-P	Communication from Councillor Sullivan requesting a discussion regarding the disposal of cremated remains on public property	NRPP	3/17/20
58-M	Communication from Councillors LePage and Daly O'Brien re: the possible use of Hale Hospital Trust Funds for ongoing City health care programs and issues	A & F	4/21/20
69-O	Communication from President Barrett and Councillor Sullivan requesting discussion on illegal fireworks in the City	Public Safety	7/28/20
86-D	Communication from Councillor Michitson requesting to address economic development ideas resulting from the pandemic	Planning & Dev.	8/11/20
86-F	Communication from Council President Barrett and Councillor LePage requesting discussion pertaining to utilization of UV-C disinfection fixtures in public buildings	A & F	8/25/20
89-C	Mayor Fiorentini submits final recommendations of Matrix Company	NRPP	9/15/20

DOCUMENTS REFERRED TO COMMITTEE STUDY

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
86-S	Communication from Councillors LePage, Sullivan and Macek to discuss process for approval of development projects within the Waterfront District Ch. 255, Article XVI	A & F	10/6/20
55-I	Communication from Council President Barrett and Councillor McGonagle requesting to introduce Don Jarvis, Keith Gopsill and Mike Ingham to discuss becoming a Purple Heart Community	NRPP	12/15/20
91-C	Petition of Michael DeLuca requesting to purchase surplus city land on River St., Map 538, Block 419B, Lots 20, 21, 22, 23	NRPP	12/15/20
4-I	Communication from Councillor Michitson requesting to address the rising inequities between high and low paid occupations in the United States	Citizens Outreach	1/12/21
4-Q	Communication from Councillor Macek requesting discussion on parking space requirements per zoning regulations throughout City	A & F	2/2/21
27-E	Communication from Councillor Sullivan requesting to introduce Debbie Lyons, to explain having legal permitting system as it relates to establishing permitting/licensing process to allow for "Bow Hunter Tree Stands" to be placed on trees on City properties when hunting is allowed in season	NRPP	3/2/21
27-J	Communication from Councillor Michitson requesting to re-start discussion on way ahead for residential zoning in Haverhill	Planning & Dev.	3/9/21
50	Councillor Jordan requests on behalf of Tom Riley, 195 Kingsbury Ave., to have city surplus land that abuts his property, Map 768, Block 50, Lot 85A on Lincolnshire Ave.	NRPP	4/6/21
27-X	Councillor Daly O'Brien requests discussion re: cars parking on Concord St. sidewalks and possibility of city providing off-street parking	NRPP	4/6/21
50-U	President Barrett and Vice President LePage request discussion about composting options	Citizens Outreach	5/18/21
50-W	Councillor McGonagle requests to discuss an option to reward first responders and frontline workers to receive bonus for working through pandemic	Public Safety	5/18/21

CITY COUNCIL

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LONG TERM MATTERS STUDY LIST

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