



HAVERHILL BUSINESS PARK PROTECTIVE COVENANTS

PURPOSE:

The purpose of these Protective Covenants is to promote the industrial development within the Town of Haverhill in an effort to increase employment opportunities and increase the value of the tax base, by making available to business enterprises site locations subject to mutual benefits through these Protective Covenants.

By the enforcement of these Protective Covenants the Town seeks to preserve economic and aesthetic values of the Business Park and provide for enhancement of the mutual benefits to all owners or lessees. These Protective Covenants shall supplement any local law and take precedence over, and be superior to, any less restrictive ordinance, rule, or regulation.

ARTICLE I: CONTROL AND ENFORCEMENT

Sec. 1. The Town of Haverhill shall control, manage, and enforce the provisions of these covenants acting through and by its Board of Selectmen (Board) or their assigned agent.

Sec. 2. The Board shall review and consider any submission related to the Business Park within thirty (30) days of receipt. All submissions should be directed to the Town of Haverhill Administration Office at 2975 Dartmouth College Highway No. Haverhill 03774.

Sec. 3. Each owner or lessee shall prepare and submit for approval by the Board a preliminary site development plan within three (3) months of purchase or lease. The preparation and submission of the final site development plan, along with a development schedule, is required within one (1) year of purchase or lease. All plans prepared for submission shall adhere to provisions of the Haverhill Master Plan, these Protective Covenants, Haverhill Wetland and Aquifer Protection Ordinance, Dean Memorial Airport Zoning Regulations, FAA Regulations, any other applicable Town of Haverhill Ordinances, and applicable NH Revised Statutes Annotated. The Haverhill Board of Selectmen have sole authority to approve or deny site development plans. An extension for submission of either site plan must be requested in writing of, and may be granted by, the Board of Selectmen at their discretion.

Sec. 4. Should the owner or lessee fail to submit one of the development plans within the prescribed time limits, or by an approved extension date as outlined above (Article I - Sec. 3). The Board may assess a fine of \$100 per calendar day for every day the relative development plan remains tardy.

Sec. 5. Construction in accordance with the approved final site development plan shall be initiated within six (6) months, and completed within twenty-four (24) months, of the approval date of the final development plan. An extension for completion must be requested in writing of, and may be granted by, the Board of Selectmen at their discretion. All approved extensions shall become an addendum to the approved final site development plan.

Sec. 6. Should the owner or lessee fail to complete development within the twenty-four (24) month limit, or by an approved extension date. The Board may assess a fine of \$100 per day for every calendar day the development remains incomplete. Furthermore, the Board may seek legal remedy if the owner or lessee neglects to complete steps outlined above in accordance with these Covenants. The assessment of, or subsequent payment of, fines does not negate the Boards ability to pursue legal remedy.

Sec. 7. The Business Park shall be utilized only for commercial or light industrial business. Approval for any uses that are not clearly business in nature shall be at the sole discretion of the Board. Notwithstanding the foregoing, all uses shall be subject to the prior approval of the Board in accordance with Sec. 3 & Sec. 5 above.

Sec. 8. Site development shall be defined as any development after an initial purchase of a lot within the Business Park from the Town of Haverhill, or the redevelopment of a lot within the Business Park either due to an intended change in use by the owner or lessee, or after purchase from an owner other than the Town. Once a Site Plan is approved by the Board there shall be no deviation from the approved site plan without subsequent explicit approval by the Board.

ARTICLE II: LOT CHARACTERISTICS

Sec. 1. The Board reserves a blanket easement on all lots for the possible installation of future sewer and/or water mains, or other utilities.

Sec. 2. No obstructions of any kind may be installed or planted within 20' of the hard surface edge of Business Park Drive or Airport Road.

Sec. 3. A layout for intended landscaping for each lot shall be included as part of submitted site plans. The Board may require the planting of vegetative screens at their discretion.

Sec. 4. All truck traffic to, within, and from the Business Park shall use the Benton Road entrance / exit onto Business Park Drive only, except in cases of emergency. Speed limit for all truck traffic on the Business Park Drive shall be 20 mph.

Sec. 5. All electrical, telephone, data, cable, and other utility lines run to any building from the main lines along Business Park Drive or from Airport Road shall be installed underground and encased in proper conduit.

Sec. 6. No domestic animals of any kind shall be pastured, kept on, or allowed to run loose on any lot, at any time, within the Business Park.

Sec. 7. No lot may be leased or sub-let without explicit permission of the Board.

Sec. 8. If the use of a lot requires a septic system, the owner or lessee shall be required to hook up to the Town sewer line and the septic lines shall be represented on the Site Plans. A connection fee of \$25,000.00 shall be paid to the Town of Haverhill prior to physical connection to the line. Private septic systems are prohibited.

Sec. 9. If the owner or lessee requires onsite water service, they shall be required to hook up to the North Haverhill Water District water system and the water lines shall be represented on the Site Plans. Connection fees shall be paid to the Water District. Private wells are prohibited.

Sec. 10. A drainage system for all surface water and controlled discharge shall be included as part of the Site Plans. The Board, as well as any appropriate commission, must review and explicitly approve said sections of the Site Plan.

Sec. 11. Commercial mining, of any kind, is prohibited. This shall not restrict the use of site materials produced by approved development, by any owner or lessee.

Sec. 12. The commercial collection of trash, garbage, debris, or waste tires on any lot is prohibited.

Sec. 13. A lot owner or lessee may install fences no more than eight (8) feet in height. The intended location of fences shall be included on the Site Plans and must be approved prior to installation. Any fence must be a minimum of 20' from an abutting lot and 20' of the hard surface edge of Business Park Drive or Airport Road.

ARTICLE III: BUILDINGS

Sec. 1. The following building setbacks shall apply to all lots:

- Minimum Distance from access road R.O.W. shall be 30'**
- Minimum Distance from any side lot shall be 20'**
- Minimum Distance from any back lot shall be 30'**

Sec. 2. The maximum height of any building shall be thirty-six (36) feet or three (3) stories; whichever is less. The construction of towers, antenna, poles, or other structures higher than thirty-six (36) feet may be approved by the Board as part of the Site Development Plan review only after the intended height has been evaluated by the Airport Zoning Commission. All towers, antennas, poles, or other structures higher than thirty-six (36) feet shall be in accordance with FAA safety standards. An Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) may be required. If so, the owner or lessee shall be responsible for fees assessed by the NHDOT Bureau of Aeronautics or the Federal Aviation Administration.

Sec. 3. Any buildings or facilities damaged by fire, natural disaster, or by other means shall be restored to their original condition or removed from the site within six (6) months. In cases of removal, the lot shall require a new Site Plan in accordance with Article I – Sec. 3 and Sec. 5 and the date of “purchase” or “lease” shall be replaced with the date after the last day of the six (6) month removal period. An extension for replacement, removal, or the submission of a new site plan must be requested in writing of and may be granted by the Board at their discretion.

Sec. 4. Any exterior lighting shall be installed in such a way as to minimize off-site glare to other property owners and shall not interfere with the operation of the Airport. Street lights, flood lights, and any other broad spanning lighting shall be turned off at 11:00 pm and remain dark until 5:00 am. Requests for extended lighting hours may be requested of the Board and may be granted by the Board at their discretion.

Sec. 5. The Town shall in no way be responsible for any maintenance to buildings, structures, driveways, driveway aprons, parking lots, and/or any underground systems on any lot.

ARTICLE IV: SIGNAGE

Sec. 1. All signs, permanent or temporary, must be presented to the Board and approved prior to installation. No other forms of identification will be permissible. The Board shall have sole authority regarding signage within the Business Park.

ARTICLE V: ENVIRONMENTAL

Sec. 1. No vehicles or heavy equipment are to be left idling while unattended on any lot at any time. Idling shall be in accordance with the New Hampshire Code of Administrative Rules. Vehicles habitually left idling will be reported to the NH Department of Public Health per RSA 125-C and 125-C:6.

Sec. 2. No noxious material may be vented or discharged into the air, nor onto or into the ground from any facility. Any material vented or discharged must meet standards established by the State of New Hampshire, the United States Environmental Protection Agency, and any other entity with regulatory authority. If there is a complaint, concern, or at any time material being discharged is in question, the owner or lessee shall be financially and logistically responsible for having all necessary tests performed to establish compliance. All test results shall be provided to the Board. The Board may in turn take any action they deem necessary to protect the safety of the public and the environment.

Sec. 3. Any hazardous material stored or used on site shall have secondary containment. A list of hazardous materials and their storage locations shall be provided to the Town and any updates shall also be sent to the Town. The list of hazardous materials and their storage location shall also be posted outside the building for use by emergency personnel.

Sec. 4. Water pollution controls shall be subject to requirements and regulations established by the New Hampshire Water Supply and Pollution Control Division.

Sec. 5. Transitory solid wastes shall be suitably stored on-site and disposed of by the owner or lessee on a regular basis. Transitory shall be defined as being temporary in nature, produced through the normal operations of on-site business and disposed of at a minimum, monthly. Solid waste shall be stored in closed containers that are secured from access by wildlife. The accumulation of solid waste that could create or be perceived as a public nuisance is prohibited.

Sec. 6. No underground or above ground storage tanks are to be installed without a proper permit from the New Hampshire Department of Environmental Services and/or the United States Environmental Protection Agency.

Sec. 7. No outdoor burning is permitted.

ARTICLE VI: PARKING AND UNLOADING

Sec. 1. Employee parking shall be at least one (1) space for each one and a quarter (1.25) production employees in the largest shift; one space for each one and a half (1.50) non-production employees; and one (1) space for each customer or visitor.

Sec. 2. No parking shall be allowed on Business Park Road, Airport Road, or any place other than designated parking areas provided by the owner or lessee and as shown on approved Site Plans.

Sec. 3. Adequate designated parking space shall be provided for all commercial vehicles, which are required for the ordinary operation of the facility.

Sec. 4. All parking areas and driveways shall be hard surfaced for year-round use.

ARTICLE VII: INSPECTION

Sec. 1. Building occupancy shall not be permitted until the Board has performed an on-site inspection and certified in writing that the owner or lessee is in compliance with their approved Final Site Plan.

Sec. 2. All buildings shall be subject to annual inspection by the No. Haverhill Fire Department and/or Haverhill Health Officers to ensure safety.

Sec. 3. The Town of Haverhill through its Select Board reserves the right to inspect any site for the purpose of evaluating complaints, concerns, or potential violations of these Park Covenants. Prior to any inspection by the Board the owner or lessee shall be sent notification of the date and time of the inspection a minimum of twenty-four (24) hours prior to the inspection. It is not required that the owner or lessee be present during the inspection.

ARTICLE VIII: ENFORCEMENT

Sec. 1. The Haverhill Board of Selectmen retains the right to enforce these Covenants. Except where enforcement is specifically detailed herein, the Board may address any violation and/or breach of these Covenants by sending the owner or lessee notification of non-compliance, said letter shall include a compliance date. Should the owner or lessee fail to rectify the violation and/or breach the Board may pursue the non-compliance through legal means; which may include for the recovery of assessed fines or fees, damages, administrative costs, and/or legal fees. The owner or lessee shall be fully responsible for all costs associated to rectifying violations and/or breaches of these Covenants.

Sec. 2. The Board shall remain unbiased and make every attempt to be consistent in their enforcement of these Covenants.

Sec. 3. Should the Board fail to enforce any of the provisions of these Protective Covenants against any one owner or lessee that oversight shall not be construed as a waiver of the Board's right to enforce those provisions against the same or other owners and lessees at any time for the same violation.

Sec. 4. Any member of the public, as well as any lot owner individually and/or collectively shall have the right to request enforcement of these covenants and conditions herein, by the Board.

ARTICLE IX: AMENDMENT

Sec. 1. These Protective Covenants may be amended from time to time by the Haverhill Board of Selectmen after properly advertised public hearings.

ARTICLE X: SEPARATE AND SEVERABLE

Sec. 1. The invalidity of any section, clause, sentence, or provision of these Protective Covenants shall not affect the validity of any other part of these Protective Covenants, which can be given effect without such invalid part or parts.

Sec. 2. It shall be understood that these Protective Covenants, and all provisions herein, shall not supersede any State or Federal law. Any legal matter arising from these Protective Covenants shall be subject to the laws having jurisdiction. If the court of law having jurisdiction rules that any provision of these Covenants is invalid or unenforceable, then that provision shall be considered removed and the remaining provisions shall continue to be valid and in full force and effect.

Adopted: September 12, 2007

Revised: August 3, 2009

Revised: December 10, 2018

Revised: November 12, 2019

HVERHILL SELECTBOARD

Adoped on Novembmer 25, 2020 by the Select Board

Darwin F. Clogston, Chair

Thomas J. Friel, Vice Chair

Alfred A. Garofalo, Selectman

Howard Hatch, Selectman

Matthew Bjelobrk, Selectman