



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, August 9, 2016 at 7:00 PM**  
**City Council Chambers, Room 202**

---

1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING
2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING
3. COMMUNICATIONS FROM THE MAYOR:
  - 3.1 Communication from Mayor Fiorentini submitting following agreement:  
*Net Metering Credit Purchase Agreement* between Mass American Energy & City.  
City to purchase Net Metering Credits for 9.25 cents per KWH for project Police Headquarters Roof at 40 Bailey Blvd.
  - 3.2 Communication from Mayor Fiorentini submitting *Memorandum of Agreement* between the City of Haverhill and the Teamsters Local 170 Water Purification Group; and related *Salary Ordinance*
    - 3.2.1 Ordinance re: Salaries – Water Purification Group **File 10 days**
  - 3.3 Communication from Mayor Fiorentini submitting Memorandum of Agreement between the City of Haverhill and the Teamsters Citizen Center Group; and related Salary Ordinance
    - 3.3.1 Ordinance re: Salaries Citizen Center Group **File 10 days**  
**Attachments**
4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES
  - 4.1 Communication from Linda Koutoulas, City Clerk seeking approval for change unanimously passed by Board of Registrars July 28<sup>th</sup>; for amended Order regarding polling places for the remainder of this year; requesting the change of Ward 2 Precinct 2 to *Northpoint Bible College* and the change of Ward 7 Precinct 2 to *Bradford Elementary School*  
*Related communication from Robert DesMarais; Chair, Board of Registrars of Voters*
  - 4.2 Order – Polling locations for all Elections to be held during 2016 **Attachments**
5. UTILITY HEARING(S) AND RELATED ORDER(S)
  - 5.1 Petition from National Grid Electric for Pole and Wire location on Pilgrim rd; Plan 22096639  
**(Hearing Sep 6<sup>th</sup>)**
6. APPOINTMENTS
  - Confirming Appointments**
    - 6.1 Washington Street Historic District Commission – Mary Ellen Lawlor  
*Expires August 9, 2019* ***Confirming Appt.***
  - Non-confirming Appointments**
  - Resignations**
    - 6.2 *Board of Registrars* – Daniel M Moriarty  
**Attachment**
7. PETITIONS  
**NO SCHEDULE**
8. APPLICATIONS/HANDICAP PARKING SIGNS
  - 8.1 *Renewal* – Eileen F Flanagan for 23 Arch av
  - 8.2 *New* – Darlene G Nuzzi, 96 Broadway for sign on Bedford st **Attachments**
9. ONE DAY LIQUOR LICENSES:



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, August 9, 2016 at 7:00 PM**  
**City Council Chambers, Room 202**

---

- 9.1 Application by Gail Sullivan for Team Haverhill for a one day liquor license for beer and wine for their River Ruckus event to be held in the parking lot behind the Tap on Saturday, September 24<sup>th</sup> from 9AM to 8PM.

*This has received approval from police and the license commission.*

*Police have request total of 6 detail officers, 3 paid for by City and 3 paid for by applicant.*

- 9.2 Application by Carol Pelchat for the League of Women Voters of Greater Haverhill for one day all alcohol license for High School Scholarship fundraiser at Winnekenni Castle to be held on September 30<sup>th</sup> from 6PM-11PM.

*This has received approval from police and the license commission*

## 10. APPLICATIONS FOR PERMIT

- 10.1 Application from Team Haverhill to hold "River Ruckus", Saturday, September 24<sup>th</sup> in parking lot behind the Tap Restaurant on Merrimack st; 12 noon to 8:30 pm; and also waive fees  
*Has Police approval with following conditions: 6 Detail Officers needed – 3 paid for by City & 3 paid for by applicant*  
*Has Fire Dept approval with following conditions: Inspector and 3 person Truck needed – half paid for by City and applicant will be responsible for the remaining detail expenses*

- 10.2 Application from *Community Action Inc – Mt. Washington Alliance*, requesting to hold "Mt. Washington NeighborFEST"; Saturday, August 27<sup>th</sup>; 12 noon to 3:00 pm; on Washington st at High st; and also waive fees  
*Has Police approval with conditions*

Attachments

## 11. TAG DAYS

NO SCHEDULE

## 12. ANNUAL LICENSE RENEWALS:

Roller Skating Rink

Sunday Skating

Pool Tables

Sunday Pool

Bowling

Sunday Bowling

Buy & Sell Second Hand Clothing

Buy & Sell Second Hand Articles

Junk Dealer

Buy & Sell Old Gold

Pawnbroker

Limousines

Taxis

Taxi Driver Licenses

Chair Cars



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, August 9, 2016 at 7:00 PM  
City Council Chambers, Room 202

- Auctioneer
- Theater
- Exterior Vending Machine
- Coin-Ops (Renewals)
- Sunday License
- Fortune Teller

**13. HAWKER/PEDDLER**

**14. DRAINLAYER 2016 LICENSE**

14.1. Charles Zaher, renewal

Attachment

**15. HEARINGS & RELATED ORDERS:**

NO SCHEDULE

**16. NEW BUSINESS/ORDERS:**

**16.1 Order:** Transfer order for \$348,500 from the General Fund, *Reserve for Capital Projects* to the listed **Capital Accounts:**

City Hall Flooring	\$20,000
City Hall Bathrooms	\$26,000
City Hall Exterior Repairs	\$23,500
High Street Wiring	\$10,000
Six-Wheel Dump Truck	\$195,000
One Ton Dump Truck	\$43,000
Fire Inspector Vehicle	\$26,000
Heating for Rocks Village	\$5,000

**16.2 Order:** Transfer order to pay prior year bills:

Francis H Maroney Inc	\$208.88	Public Property
MA Municipal Assoc	\$210.00	Water/Wastewater
Action Emer. Services	\$523.50	Public Property

Attachments

**17. ORDINANCES (FILE 10 DAYS):**

**17.1 Ordinance re:** Parking – 98 Temple st No.2 – Delete Handicap Parking

File 10 days

**17.2 Ordinance re:** Amended Ordinance Related to Water

File 10 days

*Related communication from Mayor James Fiorentini*

**17.3 Ordinance re:** Amended Ordinance Relating to Zoning – Solar Energy Systems

File 10 days

*Related communication from Economic and Planning Director William Pillsbury*

**17.4 Ordinance re:** Salaries, Teamster Citizen Center Group

*Related Communication from Mayor James Fiorentini*

Attachment

**18. UNFINISHED BUSINESS**

**18.1. Document 28-G;** Ordinance re: Salaries – AFSCME Group, WWTP



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, August 9, 2016 at 7:00 PM**  
**City Council Chambers, Room 202**

*Filed July 27 2016*

Attachment

**19. MONTHLY REPORTS**  
NO SCHEDULE

**20. COMMUNICATION FROM COUNCILLORS**

- 20.1. Communication from President Michitson requesting to introduce Ted Gaiero of 9 Highland St, to speak about making Haverhill better.
- 20.2. Communication from President Michitson requesting to introduce Ron MacLeod of 164 North av to discuss public participation during City Council meetings.
- 20.3. Communication from President Michitson requesting to introduce Peter Yiannakoureas to speak about public participation.
- 20.4. Communication from President Michitson requesting to introduce Tom Wu, CEO of Invaleon Solar Technologies, regarding the HHS solar roof project
- 20.5. Communication from Councillor Macek requesting a discussion concerning the installation of a flood light on Pole 85-4 overlooking the parking area, ramp and fishing area at the end of Stanley Drive.
- 20.6. Communication from Councillor Macek requesting a discussion in regards to the upkeep and maintenance of Round Pond along Stanley Drive, Lawrence Street and the Fred DiBartolomeo Park area
- 20.7. Communication from Councillor Daly O'Brien and Sullivan requesting a discussion about creating a Main Street Historic District Study Committee.

Attachments

**21 RESOLUTIONS AND PROCLAMATIONS**  
NO SCHEDULE

**22 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**

**23 DOCUMENTS REFERRED TO COMMITTEE STUDY**

**24 ADJOURN**

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

3.1

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

August 5, 2016

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

RE: Mass American Energy Power Purchase Agreement

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

Attached is the Net Metering Credit Purchase Agreement (NMCA) between Mass American Energy and the City of Haverhill.

The Agreement calls for the City to purchase Net Metering Credits (NMC) for 9.25 cents per KWH. The price will remain flat for the 20 year period of the contract; this will result in greater savings if the price of electricity increases.

The credits will be applied towards the City's Police Headquarters electric costs. The project is a 59 KW (DC) project located on the Police Headquarters Roof at 40 Bailey Blvd. The project should produce over 70,000 KWH annually to start.

The documents have been reviewed by both the City Solicitor and Meister Group, the City's solar energy consultant.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

**GENERAL TERMS AND CONDITIONS OF  
NET METERING CREDIT PURCHASE AGREEMENT**

*These General Terms and Conditions ("General Conditions") are dated as of \_\_\_ day of August, 2016 and are witnessed and acknowledged by Haverhill PS Solar LLC, a Massachusetts limited liability company ("HPS" or "Provider") and City of Haverhill, Massachusetts ("Purchaser"), as evidenced by their signatures on the last page of this document. These General Conditions are intended to be incorporated by reference into the Net Metering Credit Purchase Agreements that may be entered into between HPS and Purchaser or between their respective affiliates. Except to the extent HPS or Purchaser becomes a party to a Net Metering Credit Purchase Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon HPS or Purchaser.*

**1. DEFINITIONS.**

1.1 **Definitions.** In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

**"Actual Monthly Production"** means the amount of energy recorded by Provider's metering equipment during each calendar month of the Term, pursuant to Section 4.2.

**"Affiliate"** means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

**"Agreement"** means the Net Metering Credit Purchase Agreement.

**"Allocated Percentage"** means the percentage of the Net Metered Production to be allocated to Purchaser, as set forth in Schedule 3 of the Special Conditions.

**"Annual kWh Cap"** means the maximum amount of kWhs of Net Metered Production for which Purchaser shall be required to make payment in accordance with Section 5.1, as set forth in Schedule 3 of the Special Conditions.

**"Anticipated Commercial Operation Date"** has the meaning set forth in the Special Conditions, which date shall be extended day-for-day for Force Majeure Events and for other events outside of Provider's reasonable control.

**"Applicable Law"** means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

**"Assignment"** has the meaning set forth in Section 13.1.

**"Bankruptcy Event"** means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

“Billing Cycle” means the monthly billing cycle established by the Local Electric Utility.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in Boston, Massachusetts are required or authorized by Applicable Law to be closed for business.

“Commercial Operation” and “Commercial Operation Date” have the meaning set forth in Section 3.3(b).

“Confidential Information” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked, or designated, if oral, as “confidential” by such Party. The Parties agree that the provisions and specifics (but not the existence) of this Agreement constitute Confidential Information. The following exceptions, however, do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party on a non-confidential basis from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including but not limited to any “public records” or “freedom of information” request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority, provided that, where allowable by law, notice to the disclosing Party is provided before compliance with such requirement and (f) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party. Confidential Information does not include information regarding the size, technology and location of the Solar Energy Facility, the identity of the Parties, the utility account and other information set forth in [exhibits or Schedules], or the Term of the Agreement.

“Covenants, Conditions and Restrictions” or “CCR” means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

“Effective Date” has the meaning set forth in the Special Conditions.

“Environmental Attributes” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

“Estimated Annual Production” has the meaning set forth in Section 5.2.

“Estimated Remaining Payments” means as of any date, the estimated remaining Payments to be made through the end of the then-applicable Term, as reasonably determined and supported by Provider.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to the System.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“General Conditions” means these Terms and Conditions.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Host Customer” means either (a) Purchaser, if Purchaser is identified as the entity to be the Host Customer with respect to the Premises as indicated on Schedule 1 attached to the Special Conditions or (b) if Purchaser is not identified as the entity to be the host Customer with respect to the Premises, Provider or such other Person selected by Provider in its sole discretion: and shall have the meaning given this term in the Net Metering Rules.

“Indemnified Persons” means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

“Initial Term” has the meaning set forth in Section 2.1 for the time period specified in the Special Conditions.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

“Invoice Date” has the meaning set forth in Section 6.2.

“kWh Rate” means the price per kWh set forth in Schedule 2 of the Special Conditions.

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Net Metered Production” means the amount of energy delivered to the Local Electric Utility generated by the System.

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a Solar System and fed back to the Local Electric Utility, as set forth in the Net Metering Rules.

“Net Metering Program Cancellation” means there is a change in law or in the Net Metering Rules (including by final or otherwise binding administration or interpretation thereof by the Massachusetts Department of Public Utilities or other Governmental Authority) that results in (i) Purchaser being unable or ineligible to receive the Net Metering Credits associated with the Allocated Percentage of the Net Metered Production generated by the Solar Energy Facility, or (ii) makes the System ineligible to generate Net Metered Production.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Solar System, as set forth in the Net Metering Rules, and credited to the Purchaser by the Local Electric Utility.

“Net Metering Rules” means, collectively, and as amended from time to time, the Massachusetts net metering statute, M.G.L. c.164, s.138-140, the Massachusetts net metering regulations, 220 CMR 18.00, orders issued by the Massachusetts Department of Public Utilities, and the associated net metering tariff of the Local Electric Utility.

“Party” or “Parties” has the meaning set forth in the preamble to the Net Metering Credit Purchase Agreement.

“Payment” has the meaning set forth in Section 6.1.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Premises” means the premises described in Schedule 1 of the Special Conditions. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 of the Special Conditions.

“Provider” has the meaning set forth in the Special Conditions.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Provider Indemnified Parties” has the meaning set forth in Section 16.2.

“Purchaser Default” has the meaning set forth in Section 11.2(a).

“Purchaser Indemnified Parties” has the meaning set forth in Section 16.1.

“Renewal Term” has the meaning set forth in Section 2.1.

“Representative” has the meaning set forth in Section 15.1.

“Security Interest” has the meaning set forth in Section 8.2.

“Solar Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions (if any) and all other solar or renewable energy subsidies and incentives.

“Net Metering Credit Purchase Agreement” means the Net Metering Credit Purchase Agreement (including the Schedules and Exhibits attached thereto) and these General Conditions (including the Exhibits attached hereto) to the extent incorporated therein.

“Special Conditions” means the Net Metering Credit Purchase Agreement, excluding these General Conditions.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

“System” or “Solar System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described in Schedule 1 of the Special Conditions that generates electricity.

“System Operations” means the Provider’s operation, maintenance and repair of the System performed in accordance the requirements herein.

“Term” has the meaning set forth in Section 2.1.

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of these General Conditions.

## 2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operation Date specified in the Special Conditions for the Initial Term, unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term." During any Renewal Term, either Party may terminate the Agreement upon one hundred and eighty (180) days' prior written notice to the other Party.

2.2 Early Termination. Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the System by the "Construction Start Date" as specified in the Special Conditions. Commencing Construction shall mean the substantial deployment of materials and machinery on the Premises to install the System. Further, Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operation by the date that is 60 days after the Anticipated Commercial Operation Date. The Construction Start Date and Anticipated Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

2.3 Provider Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination, including but not limited to restoring the Premises.

(a) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(b) There has been a material adverse change in the rights of Provider to construct the System on the Premises.

(c) Provider has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(d) Provider has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(e) Either (i) Purchaser's S&P or Moody's Sr. Unsecured or Underlying rating falls below BBB- or Baa3, or (ii) Purchaser is not rated by S&P or Moody's and does not meet or exceed the following criteria; *ability to provide* three (3) years audited financial statements; asset to liability ratio of greater than 1:1; minimum five (5) years' operating history; ability to demonstrate sustainable operations with either consistent profitability or consistent cash flow positive fiscal years;

(f) Purchaser does not have in its own name, a separately metered account with the Local Utility with respect to the Premises. If Purchaser is to act as Host Customer, Purchaser shall cooperate with Provider to establish a new metered account with the Local Electric Utility at such Premises.

(g) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it.

2.4 Purchaser Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the commencement of Installation at the Premises Purchaser may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code that could reasonably be expected to materially adversely affect the economics of the installation for Purchaser.

### 3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law.

3.2 Approvals; Permits. Purchaser shall assist Provider in obtaining all necessary approvals and permits including but not limited to those related to the Local Electric Utility, any Governmental Authority, and any waivers, approvals or releases required pursuant to any applicable CCR.

#### 3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Provider shall inform Purchaser when the testing is scheduled to take place and will allow for Purchaser or Purchaser representative to observe testing.

(b) "Commercial Operation" shall occur when the results of such testing indicate that the System is capable of generating electric energy for four (4) continuous hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice and supporting documentation to Purchaser to that effect, and the date of such notice shall be the Commercial Operation Date.

### 4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; provided, that any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. There will be a separate meter installed and maintained by the Local Electric Utility, which will measure the net amount of electrical energy flowing to and from the Premises, or Net Metered Production. Provider may, at its discretion, install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may also, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility at the Premises.

4.3 Meter Accuracy. On behalf of Purchaser as the Local Electric Utility's customer of record, Provider may, on its own initiative, and shall upon the request of the Purchaser, exercise Local Electric Utility customer rights to arrange for testing of the accuracy of the meter.

## 5. DELIVERY OF NET METERED PRODUCTION.

5.1 Purchase Requirement. Purchaser agrees to purchase one hundred percent (100%) of Allocated Percentage multiplied by the Net Metered Production generated by the System during each relevant month of the Term; provided; however, during any year, the Purchaser shall not be required to make payments in respect of more than the Annual kWh Cap.

5.2 Estimated Annual Production. The annual estimate of electricity generated by the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production." The Estimated Annual Production for each year of the Initial Term is set forth in Schedule 4 of the Special Conditions. The Estimated Annual Net Metered Production is also set forth in Schedule 4 of the Special Conditions. For the purpose of clarification, the estimated amount of electricity allocated to Purchaser shall be the Allocated Percentage of the Estimated Annual Production.

5.3 Environmental Attributes and Solar Incentives. Purchaser's purchase does not include Environmental Attributes or Solar Incentives, each of which shall be owned by Provider or Provider's Financing Party for the duration of the System's operating life. Purchaser disclaims any right to Solar Incentives or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.

5.4 Title to System. Throughout the duration of the Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party

5.5 Net Metering. The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Schedule Z) as may be amended from time to time. The Parties agree that (a) Provider shall transmit such Net Metered Production into the Local Electric Utility system on behalf of and for the account of Purchaser, and (b) Purchaser (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

## 6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly payment (the "Payment") for the electricity generated by the System and delivered to the Local Electric Utility during each monthly Billing Cycle of the Term equal to the product of (x) the Net Metered Production for the System for the relevant month multiplied by (y) the kWh Rate, multiplied by the Allocated Percentage; provided however, during any year, the Purchaser shall not be required to make payments in respect of more than the Annual kWh Cap.

6.2 Invoice. Purchaser shall provide Provider with a copy of each monthly bill from the Local Electric Utility within five (5) business days of receipt. Following Provider's receipt of such monthly bill, Provider shall invoice Purchaser (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement. However, for the avoidance of doubt, Provider may nevertheless render a monthly bill to Purchaser based on metered production from the system's meter in the event Purchaser fails to provide a copy of the Local Electric Utility bill as required by this section 6.2.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within the time specified in the Special Conditions.

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at

a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

6.6 Billing Adjustments Following Local Electric Utility Billing Adjustments. If, as a result of a Local Electric Utility billing adjustment, the quantity of Net Metered Production is decreased (the "Electricity Deficiency Quantity") and the Local Electric Utility reduces the amount of Net Metering Credits awarded for such period, Provider shall reimburse Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Net Metered Production is increased (the "Electricity Surplus Quantity") and the Local Electric Utility increases the amount of Net Metering Credits for such period, Purchaser shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period not to exceed the Annual kWh Cap.

## 7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to materially adversely affect the System,

(b) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating at a commercially reasonable continuous rate.

(c) Governmental Approvals. While providing the Installation Work and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

(d) Interconnection Fees. Provider shall be responsible for all costs, fees, charges and obligations required to connect the System to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Purchaser be responsible for any Interconnection Obligations.

(e) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of photovoltaic solar system integrators in the United States

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Purchaser shall provide to Provider such documentation (including billing statements from the Local Electric Utility), as may be reasonably needed in order for Provider to calculate the Provider Credit and/or Purchaser Credit in accordance with Section 6.6.

(b) Host Customer. If Schedule 1 of the Special Condition indicates that Purchaser is to be the Host Customer with respect to the Premises, Purchaser shall execute documents to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the

Host Customer of each Local Electric Utility meter related to the System for purposes of the Net Metering Rules. If Schedule 1 of the Special Condition indicates that Purchaser is not to be the Host Customer with respect to the Premises, Provider shall either act as such Host Customer or shall in its sole discretion identify another Person to act as Host Customer and Purchaser shall cooperate with Provider and, if applicable, such other Person, in connection with listing on Schedule Z the Purchaser's accounts with the Local Electric Utility for allocation of the Allocated Percentage to the accounts of Purchaser.

(c) Consents and Approvals. Purchaser shall ensure that any authorizations required of Purchaser under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.

(d) Allocation Schedule. If Schedule 1 of the Special Condition indicates that Purchaser is to be the Host Customer with respect to the Premises, then Purchaser shall, at the request of Provider from time to time (but not more often than twice per year), execute such "Schedule Z" as Provider may request, pursuant to which the Net Metered Production shall be allocated to Purchaser in the Allocated Percentage, and to such other customers of Provider, in such percentages as Provider shall request. Provider shall assist Purchaser in completing any Schedule Z and Provider shall have no liability to Purchaser (and Provider shall indemnify Purchaser from third party claims that may arise) in respect of completing a Schedule Z as requested by Provider. If Schedule 1 of the Special Condition indicates that Purchaser is not to be the Host Customer with respect to the Premises, Purchaser shall deliver to Provider such information as Provider may require to complete Schedule Z, including such account names and account numbers of the accounts of the Purchaser with the Local Electric Utility and the specific portions of the Allocated Percentage to be allocated to each such account. In such case, Provider shall maintain or cause to be maintained Schedule Z including specifying such accounts and amounts as receiving allocation of the Allocated Percentage.

## 8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations Regarding Security Interest. Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:

(a) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.

(b) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.1, 4.1, AND 7.1 AND THIS SECTION 8, THE INSTALLATION WORK, SYSTEM OPERATIONS AND PERFORMANCE PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

## 9. TAXES AND GOVERNMENTAL FEES.

9.1 Provider Obligations. Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. Provider shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser's overall income or revenues.

## 10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of the Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction); (vi) action or inaction by the Local Electric Utility or System Regional Operator which causes the Provider to curtail operation of the System. A Force Majeure Event shall not be based on the economic hardship of either Party.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that Purchaser shall not be excused from making any

payments and paying any unpaid amounts due in respect of Net Metering Credits delivered to Purchaser prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to Provider. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than Provider's obligation to remove said system and any such liabilities that have accrued prior to such termination), and the provisions of Section 2.2 (Early Termination) shall be inapplicable.

## 11. DEFAULT.

### 11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default");

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.

### 11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default");

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and
- (iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement, and Provider may exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Purchaser shall use reasonable efforts to mitigate its damages.

## 12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 Notwithstanding the foregoing in Section 12.1 the limitations of liability shall not apply for damages that occur after the expiration or termination of the Agreement, including but not limited to damages occurring from the removal of the System by the Provider.

## 13. ASSIGNMENT.

13.1 Assignment by Provider. Provider may sell, transfer or assign (collectively, an “Assignment”) the Agreement or any interest therein, with the prior written consent of Purchaser, which shall not be unreasonably withheld. Provider may assign this Agreement as collateral security in connection with any financing of the System (including, without limitation, pursuant to a sale-leaseback transaction). In the event that Provider identifies such secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit A of these General Terms and Conditions. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1.

As a condition of any assignment the assignor and proposed assignee shall represent and warrant to the non-assigning Party in writing that the assignee is capable of performing, and will perform, all of the obligations required of the assigning Party under this Agreement and that the assignee possesses the experience necessary to operate and maintain the Solar System.

Upon any assignment, the assignee shall confirm in writing to the non-assigning Party that such assignee is bound by this Agreement and is subject to all of the obligations required of the assigning Party, and any subsequent assignment of this Agreement by such assignee shall be subject to the provisions of this Section 13.

13.2. Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in Schedule 5 of the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby:

(a) acknowledges the collateral assignment by Provider to the Financing Party, of Provider’s right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) acknowledges that the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider’s interests in this Agreement.

(c) acknowledges that it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.3 Assignment by Purchaser. Purchaser shall not assign the Agreement or any interest therein, without Provider’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

#### 14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5 of the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be transmitted via electronic mail or sent by regular first class mail postage prepaid.

#### 15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. Except as provided in this Section 15.1, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Parties' prior express written consent.

Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents advisers, investors, providers of financing, directors, officers and employees who have a need to know related to this Agreement.

If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party, upon giving notice to the other Party if permissible by law, may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

The Parties acknowledge that if the Buyer is subject to the Massachusetts Public Records Law, Mass. Gen. Laws ch. 4 §§ 7 and 26 and ch. 66 § 10 ("MPRL"), then the Buyer's obligations under MPRL supersede its obligations, if any, under this Section 15.1.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) is independently developed by the receiving Party; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the

execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

In addition to the foregoing, Provider shall be authorized to erect and maintain a sign indicating that it is the owner and developer of the System for the pendency of the installation plus for one additional month after the System is provided permission to operate by the Local Electric Utility. The sign shall be typical for construction sites and shall not exceed 8 feet in width by 4 feet in height. Such sign shall be affixed to the building or mounted on posts on a location on the property to be mutually agreed.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

## 16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Section 12, to the extent permitted by applicable law, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following: (a) any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct or (b) any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work or System Operations and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. Subject to Section 12, and only to the extent permitted by applicable law and appropriation, Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

## 17. NET METERING PROGRAM CANCELLATION

17.1 In the event of a Net Metering Program Cancellation, then, upon a Party's receipt of notice of such change from the other Party the Parties shall promptly and in good faith endeavor for a period of up to ninety (90) days to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and risk as originally intended by the Parties in this Agreement. If at the end of such ninety (90) day period the Parties are unable to do so, either Party shall have the right to terminate this

Agreement. Upon termination of this Agreement pursuant to this Section 17.1, (i) neither Party shall have any obligation or financial liability to the other Party as a result of such termination; provided that Buyer has paid Seller for any and all Purchaser's Allocation Percentage delivered to the Local Electric Utility prior to the date of such termination, (ii) Provider shall be permitted to sell, free and clear of any claim by Purchaser, any Net Metered Production contemplated under this Agreement to any third party, and (iii) Purchaser shall continue to permit Provider to operate and maintain the System at the Property in accordance with Section 7.1(g).

## 18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto and hereto, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under Sections 2.2 (Early Termination), Section 7.1(g) (Provider Covenant), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without reference to any choice of law principles. The Parties agree that the courts of Massachusetts and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.

18.8 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes.

Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.10 Successors and Assigns. Subject to the provisions of Section 13 above, this Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

18.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument

18.12 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

*[Remainder of page intentionally left blank.]*

These General Terms and Conditions are witnessed and acknowledged by Provider and Purchaser below. For the avoidance of doubt, neither Provider nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

“PROVIDER”: HAVERHILL PS SOLAR LLC,  
a Massachusetts limited liability company

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

Name: A. Quincy Vale

Title: Manager

Date: \_\_\_\_\_

“PURCHASER”: CITY OF HAVERHILL, MASSACHUSETTS

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

Name: James J. Fiorentini

Title: Mayor

Date: \_\_\_\_\_

**Exhibit A**  
**General Conditions**

**Certain Agreements for the Benefit of the Financing Parties**

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

(a) **Consent to Collateral Assignment.** Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to the a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to terminate the Agreement without the written consent of the Financing Party.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Purchaser's default the Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new agreement with the Financing Party or its assignee having the same terms and conditions as this Agreement.

(d) **Right to Cure.**

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider

default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (c)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

\*\*\*

**NET METERING CREDIT PURCHASE AGREEMENT**  
**SPECIAL CONDITIONS**

This Net Metering Credit Purchase Agreement (this "Agreement") is made and entered into as of this \_\_\_ day of August, 2016 (the "Effective Date"), between Haverhill PS Solar LLC, a Massachusetts limited liability company ("Provider"), and City of Haverhill, Massachusetts ("Purchaser"); and, together with Provider, each, a "Party" and together, the "Parties").

**WITNESSETH:**

WHEREAS, Provider intends to construct, install, own, operate, and maintain a solar photovoltaic System at the Premises described on Schedule 1 attached hereto (the "Premises");

WHEREAS, the Parties intend that, pursuant to the Net Metering Rules, the System will qualify as a net metering facility and will generate Net Metering Credits;

WHEREAS, Purchaser is willing to purchase, or pay to be allocated, the Allocated Percentage (as set forth in Schedule 3 hereof) of the Net Metered Production to be generated by the System and, if Schedule 1 of the Special Condition indicates that Purchaser is to be the Host Customer with respect to the Premises, to serve as Host Customer of the System, and Provider is willing to sell such Allocated Percentage of the Net Metered Production to be generated by the System to Purchaser under certain terms of this Agreement;

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Net Metering Credit Purchase Agreement dated as of even date hereof ("General Conditions"), which are incorporated by reference as set forth herein; and

WHEREAS, the terms and conditions of this Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

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

INCORPORATION OF GENERAL CONDITIONS. The General Conditions are incorporated herein as if set forth in their entirety.

1. the terms and conditions of the General Conditions, the following provisions shall also apply:
2. Schedules. The following are the respective Schedules to the Special Conditions:

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate
Schedule 3	Annual kWh Cap and Allocated Percentage
Schedule 4	Estimated Annual Production and Rates per kWh, Site Lease and PILOT
Schedule 5	Notice Information
Schedule 6	Time of Payment

Schedule 7

Term

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

**Haverhill PS Solar LLC**  
a Massachusetts limited liability company

**CITY OF HAVERHILL**

By: \_\_\_\_\_  
Name: A. Quincy Vale  
Title: Manager  
Date:

By: \_\_\_\_\_  
Name: James J. Fiorentini  
Title: Mayor  
Date

## SCHEDULES

### **I. Schedule 1: Description of Premises and System**

<b>Solar System Premises:</b>	40 Bailey Boulevard, Haverhill, MA 01830
<b>Premises is Owned or Controlled by:</b>	Purchaser
<b>Purchaser is to be the Host Customer with respect to the Premises:</b>	Yes
<b>Solar System Size:</b>	59.16 kWdc-stc (representing an initial estimate, which may vary depending on the final design of the System)
<b>Scope:</b>	Design and supply grid-interconnected, ground mounted solar electric (PV) system.
<b>Module:</b>	TBD – Tier 1
<b>Inverter:</b>	IEEE 1547 qualified
<b>Performance Guarantee:</b>	Eighty Five Percent (85%) of Estimated Annual Production
<b>Construction Start Date:</b>	180 days from Effective Date
<b>Anticipated Commercial Operation Date:</b>	365 days from Effective Date

## II. Schedule 2 - - kWh Rate

For each Billing Cycle in which the System delivers electricity to the Premises or to Local Electric Utility, the price per kWh of such Production shall be \$0.0925/kWh ("kWh Rate"), increasing by zero percent (0%) on each anniversary of the Commercial Operation Date.

## III. Schedule 3 – Annual kWh Cap and Allocated Percentage

Annual kWh Cap: N/A

Allocated Percentage: 100 %

## IV. Schedule 4 – Estimated Annual Production and Rates per kWh, Site Lease and PILOT

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of Agreement	Est. Annual Production (kWh)	Net Meter Credit Purchase Rate (\$/kWh)	Site Lease Payment	Annual PILOT
1	74,940	\$0.0925	\$1	\$500
2	74,565	\$0.0925	\$1	\$500
3	74,192	\$0.0925	\$1	\$500
4	73,822	\$0.0925	\$1	\$500
5	73,452	\$0.0925	\$1	\$500
6	73,085	\$0.0925	\$1	\$500
7	72,720	\$0.0925	\$1	\$500
8	72,356	\$0.0925	\$1	\$500
9	71,994	\$0.0925	\$1	\$500
10	71,634	\$0.0925	\$1	\$500
11	71,276	\$0.0925	\$1	\$500
12	70,920	\$0.0925	\$1	\$500
13	70,565	\$0.0925	\$1	\$500
14	70,212	\$0.0925	\$1	\$500
15	69,861	\$0.0925	\$1	\$500
16	69,512	\$0.0925	\$1	\$500
17	69,164	\$0.0925	\$1	\$500
18	68,819	\$0.0925	\$1	\$500
19	68,475	\$0.0925	\$1	\$500
20	68,132	\$0.0925	\$1	\$500

The values set forth in the table above are estimates, of approximately how many kWhs are expected to be generated annually by the System. The table will be updated upon final design of the System.

**V. Schedule 5 – Notice Information**

**Purchaser:**

City of Haverhill  
Attn: Office of the Mayor  
4 Summer St.  
Haverhill, MA 01830  
(978) 374-2300

**Provider:**

Haverhill PS Solar LLC  
c/o MassAmerican Energy LLC  
257 Simarano Drive  
Marlborough, MA 01752

*With a copy to*

A. Quincy Vale, Esq.  
Vale Law PLLC  
44 Whittier Street  
Andover, MA 01810

**Financing Party:**

[To be provided by Provider]

**VI. Schedule 6 – Time of Payment**

Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date.

**VII. Schedule 7 – Initial Term**

The Initial Term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operation Date, unless and until terminated earlier pursuant to the provisions of the Agreement.

Memorandum of Agreement  
Between  
THE CITY OF HAVERHILL and THE WATER PURIFICATION GROUP - Teamsters Local #170

One year contract:

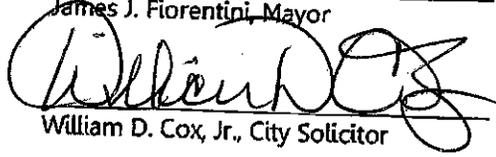
July 1, 2016 to June 30, 2017

Wages

Amend Article VII: WAGES to add the following:

1.75% salary increase effective 7-1-2016

Date: 7/13/16

James J. Fiorentini, Mayor  
  
William D. Cox, Jr., City Solicitor

Ed Adley  
Ed Adley, Teamsters Business Agent  
Jim S. Roman  
Shop Steward



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
WATER PURIFICATION GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 2-D of 2015 is deleted in its entirety and insert in its place the following:

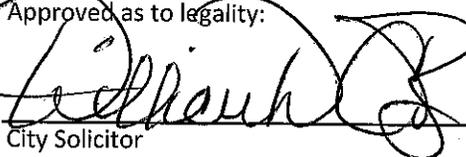
EFFECTIVE 7/1/16 (For current employees as of 7/1/10)

	Step 1	Step 2	Step 3
Sr. Water Treatment Plant Operator	\$ 26.58	\$ 27.63	\$ 28.93
Chief Pumping Station Operator	\$ 22.22	\$ 24.68	
Class IV Water Treatment Plant Operator (Full with TCH)	\$ 23.84	\$ 24.80	
Class IV Water Treatment Plant Operator (In training or without TCH)	\$ 23.12	\$ 24.08	
Class III Water Treatment Plant Operator (Full with TCH)	\$ 23.12	\$ 24.08	
Class III Water Treatment Plant Operator (In training or without TCH)	\$ 22.50	\$ 23.39	
Class II Water Treatment Plant Operator	\$ 19.34	\$ 20.22	
Class I Water Treatment Plant Operator	\$ 17.77	\$ 20.63	
Maintenance Man/Operator	\$ 17.57	\$ 20.46	
Custodian/Operator	\$ 17.57	\$ 20.46	
Electrician/Carpenter	\$ 27.20	\$ 28.42	
Laboratory Technician (No Certification)	\$ 20.28	\$ 21.11	
Laboratory Technician (Grade IV Full with TCH0)	\$ 23.84	\$ 24.80	
Laboratory Technician (Grade IV In training or without TCH)	\$ 23.12	\$ 24.08	
Laboratory Technician (Grade III Full with TCH)	\$ 23.12	\$ 24.08	
Laboratory Technician (Grade III In training or without TCH)	\$ 22.50	\$ 23.39	
Maintenance Man	\$ 15.73	\$ 18.10	
Custodian	\$ 14.43	\$ 16.85	

EFFECTIVE 7/1/16 (For new hires after 7/1/10)

	Step 1	Step 2	Step 3
Sr. Water Treatment Plant Operator	\$ 25.81	\$ 26.82	\$ 28.09
Chief Pumping Station Operator	\$ 21.57	\$ 23.95	
Class IV Water Treatment Plant Operator (Full with TCH)	\$ 23.15	\$ 24.08	
Class IV Water Treatment Plant Operator (In training or without TCH)	\$ 22.45	\$ 23.38	
Class III Water Treatment Plant Operator (Full with TCH)	\$ 22.45	\$ 23.38	
Class III Water Treatment Plant Operator (In training or without TCH)	\$ 21.84	\$ 22.71	
Class II Water Treatment Plant Operator	\$ 18.77	\$ 19.63	
Class I Water Treatment Plant Operator	\$ 17.25	\$ 20.02	
Maintenance Man/Operator	\$ 17.06	\$ 19.86	
Custodian/Operator	\$ 17.06	\$ 19.86	
Electrician/Carpenter	\$ 25.81	\$ 26.82	
Laboratory Technician (No Certification)	\$ 19.70	\$ 20.49	
Laboratory Technician (Grade IV Full with TCH0)	\$ 23.15	\$ 24.08	
Laboratory Technician (Grade IV In training or without TCH)	\$ 22.45	\$ 23.38	
Laboratory Technician (Grade III Full with TCH)	\$ 22.45	\$ 23.38	
Laboratory Technician (Grade III In training or without TCH)	\$ 21.84	\$ 22.71	
Maintenance Man	\$ 15.28	\$ 17.58	
Custodian	\$ 14.02	\$ 16.35	

Approved as to legality:

  
City Solicitor

2-D

BACKUP REFERENCE 17.1



DOCUMENT 2-D

3.2.1

# CITY OF HAVERHILL

In Municipal Council February 10 2015

## ~~ORDERED~~

MUNICIPAL ORDINANCE  
ORDINANCE RELATING TO SALARIES

CHAPTER  
WATER PURIFICATION GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 82-F of 2013 is hereby amended as follows:

EFFECTIVE 7/1/14 (For current employees as of 7/1/10)

	Step 1	Step 2	Step 3
Water Treatment Plant Operator	\$ 25.74	\$ 26.76	\$ 28.01
Chief Pumping Station Operator	\$ 21.52	\$ 23.89	
Class IV Water Treatment Plant Operator (Full with TCH)	\$ 23.08	\$ 24.01	
Class IV Water Treatment Plant Operator (In training or without TCH)	\$ 22.39	\$ 23.31	
Class III Water Treatment Plant Operator (Full with TCH)	\$ 22.39	\$ 23.31	
Class III Water Treatment Plant Operator (In training or without TCH)	\$ 21.78	\$ 22.64	
Class II Water Treatment Plant Operator	\$ 18.73	\$ 19.58	
Class I Water Treatment Plant Operator	\$ 17.20	\$ 19.98	
Maintenance Man/Operator	\$ 17.01	\$ 19.81	
Custodian/Operator	\$ 17.01	\$ 19.81	
Electrician/Carpenter	\$ 26.34	\$ 27.52	\$ 28.68
Laboratory Technician (No Certification)	\$ 19.64	\$ 20.44	
Laboratory Technician (Grade IV Full with TCH)	\$ 23.08	\$ 24.01	
Laboratory Technician (Grade IV In training or without TCH)	\$ 22.39	\$ 23.31	
Laboratory Technician (Grade III Full with TCH)	\$ 22.39	\$ 23.31	
Laboratory Technician (Grade III In training or without TCH)	\$ 21.78	\$ 22.64	
Maintenance Man	\$ 15.24	\$ 17.53	
Custodian	\$ 13.98	\$ 16.31	

EFFECTIVE 7/1/14 (For new hires after 7/1/10)

	Step 1	Step 2	Step 3
Water Treatment Plant Operator	\$ 24.99	\$ 25.97	\$ 27.20
Chief Pumping Station Operator	\$ 20.89	\$ 23.19	
Class IV Water Treatment Plant Operator (Full with TCH)	\$ 22.41	\$ 23.31	
Class IV Water Treatment Plant Operator (In training or without TCH)	\$ 21.74	\$ 22.63	
Class III Water Treatment Plant Operator (Full with TCH)	\$ 21.74	\$ 22.63	
Class III Water Treatment Plant Operator (In training or without TCH)	\$ 21.14	\$ 21.98	
Class II Water Treatment Plant Operator	\$ 18.18	\$ 19.01	
Class I Water Treatment Plant Operator	\$ 16.71	\$ 19.39	
Maintenance Man/Operator	\$ 16.51	\$ 19.23	
Custodian/Operator	\$ 16.51	\$ 19.23	
Electrician/Carpenter	\$ 24.99	\$ 25.97	
Laboratory Technician (No Certification)	\$ 19.07	\$ 19.84	
Laboratory Technician (Grade IV Full with TCH)	\$ 22.41	\$ 23.31	
Laboratory Technician (Grade IV In training or without TCH)	\$ 21.74	\$ 22.63	
Laboratory Technician (Grade III Full with TCH)	\$ 21.74	\$ 22.63	
Laboratory Technician (Grade III In training or without TCH)	\$ 21.14	\$ 21.98	
Maintenance Man	\$ 14.80	\$ 17.02	
Custodian	\$ 13.57	\$ 15.83	

EFFECTIVE 7/1/15 (For current employees as of 7/1/10)

	Step 1	Step 2	Step 3
Water Treatment Plant Operator	\$ 26.13	\$ 27.16	\$ 28.43
Chief Pumping Station Operator	\$ 21.84	\$ 24.25	
Class IV Water Treatment Plant Operator (Full with TCH)	\$ 23.43	\$ 24.38	
Class IV Water Treatment Plant Operator (In training or without TCH)	\$ 22.73	\$ 23.66	
Class III Water Treatment Plant Operator (Full with TCH)	\$ 22.73	\$ 23.66	
Class III Water Treatment Plant Operator (In training or without TCH)	\$ 22.11	\$ 22.98	

2-D



# CITY OF HAVERHILL

02184-1001

## ~~ORDERED~~

Class II Water Treatment Plant Operator	\$	19.01	\$	19.87	
Class I Water Treatment Plant Operator	\$	17.46	\$	20.27	
Maintenance Man/Operator	\$	17.27	\$	20.11	
Custodian/Operator	\$	17.27	\$	20.11	
Electrician/Carpenter	\$	26.73	\$	27.93	\$ 29.11
Laboratory Technician (No Certification)	\$	19.93	\$	20.75	
Laboratory Technician (Grade IV Full with TCH)	\$	23.43	\$	24.38	
Laboratory Technician (Grade IV In training or without TCH)	\$	22.73	\$	23.66	
Laboratory Technician (Grade III Full with TCH)	\$	22.73	\$	23.66	
Laboratory Technician (Grade III In training or without TCH)	\$	22.11	\$	22.98	
Maintenance Man	\$	15.46	\$	17.79	
Custodian	\$	14.19	\$	16.56	

EFFECTIVE 7/1/15 (For new hires after 7/1/10)					
Class II Water Treatment Plant Operator		Step 1	Step 2	Step 3	
Chief Pumping Station Operator	\$	25.36	\$ 26.36	\$ 27.61	
Class IV Water Treatment Plant Operator (Full with TCH)	\$	21.20	\$ 23.54		
Class IV Water Treatment Plant Operator (In training or without TCH)	\$	22.75	\$ 23.66		
Class III Water Treatment Plant Operator (Full with TCH)	\$	22.07	\$ 22.97		
Class III Water Treatment Plant Operator (In training or without TCH)	\$	22.07	\$ 22.97		
Class II Water Treatment Plant Operator	\$	21.46	\$ 22.31		
Class I Water Treatment Plant Operator	\$	18.45	\$ 19.30		
Maintenance Man/Operator	\$	16.96	\$ 19.68		
Custodian/Operator	\$	16.76	\$ 19.52		
Electrician/Carpenter	\$	16.76	\$ 19.52		
Laboratory Technician (No Certification)	\$	25.36	\$ 26.36		
Laboratory Technician (Grade IV Full with TCH)	\$	19.36	\$ 20.14		
Laboratory Technician (Grade IV In training or without TCH)	\$	22.75	\$ 23.66		
Laboratory Technician (Grade III Full with TCH)	\$	22.07	\$ 22.97		
Laboratory Technician (Grade III In training or without TCH)	\$	22.07	\$ 22.97		
Maintenance Man	\$	21.46	\$ 22.31		
Custodian	\$	15.02	\$ 17.28		
	\$	13.77	\$ 16.07		

Approved as to legality:

City Solicitor

PLACED ON FILE for at least 10 days  
Attest:

City Clerk

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

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

August 5, 2016

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

RE: Salary Ordinance & MOA

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

Attached is an MOA between the City of Haverhill and the Water Purification Group, Teamsters  
Local 170. The Ordinance is enclosed and I recommend approval.

Very truly yours,

*James J. Fiorentini (handwritten signature)*

**James J. Fiorentini**  
Mayor

JJF/ah

Memorandum of Agreement  
Between  
THE CITY OF HAVERHILL and THE CITIZEN CENTER GROUP – Teamsters Local #170

One year contract:

July 1, 2016 to June 30, 2017

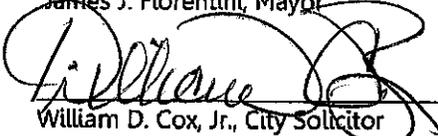
Wages

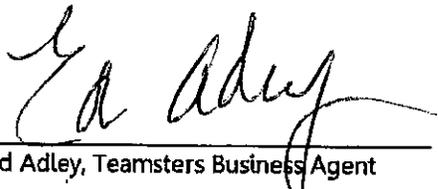
Amend Article VII: WAGES to add the following:

1.75% salary increase effective 7-1-2016

Date: \_\_\_\_\_

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

  
\_\_\_\_\_  
William D. Cox, Jr., City Solicitor

  
\_\_\_\_\_  
Ed Adley, Teamsters Business Agent

\_\_\_\_\_  
Shop Steward (Citizen Center Group)

3.3.1



DOCUMENT  
**CITY OF HAVERHILL**

In Municipal Council

**ORDERED:**

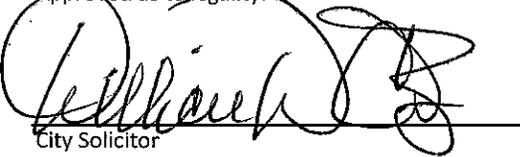
MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
CITIZEN CENTER

BE IT ORDAINED by the City Council of the City of Haverhill that Document 2-F of 2015 is deleted in its entirety and insert in its place the following:

<b>EFFECTIVE 7/1/2016 1.75%</b>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Program Coordinator	\$ 733.34	\$ 755.33	\$ 777.98	\$ 798.01	\$ 825.36	\$ 850.10	
Principal Account Clerk/Dispatcher	\$ 632.42	\$ 651.00	\$ 670.16	\$ 689.88	\$ 710.18	\$ 731.13	\$ 774.70
Principal Account Clerk	\$ 583.90	\$ 602.17	\$ 618.70	\$ 636.97	\$ 655.67	\$ 674.97	\$ 712.21
Bldg Maintenance Craft/Custodian	\$ 18.20	\$ 18.75	\$ 19.32				
Activities/Volunteer	\$ 15.96	\$ 16.45					
Driver	\$ 9.73	\$ 10.01					
Meal on Wheels Driver	\$ 10.42	\$ 10.73					
Driver (Veterans)	\$ 11.81	\$ 12.16					
Shine Coordinator	\$ 12.14	\$ 12.50					

Approved as to legality:

  
City Solicitor

2-6

BACKUP REFERENCE 2



DOCUMENT 2-F

# CITY OF HAVERHILL

In Municipal Council June 2 2015

## ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
CITIZEN CENTER

BE IT ORDAINED by the City Council of the City of Haverhill that Document 11-1 of 2014 is deleted in its entirety and insert in its place the following:

EFFECTIVE 7/1/2014 1.5%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Program Coordinator	\$ 710.07	\$ 731.37	\$ 753.30	\$ 772.69	\$ 799.18	\$ 823.13	
Principal Account Clerk/Dispatcher	\$ 612.36	\$ 630.35	\$ 648.90	\$ 668.00	\$ 687.65	\$ 707.94	\$ 750.12
Principal Account Clerk	\$ 565.38	\$ 583.06	\$ 599.07	\$ 616.77	\$ 634.87	\$ 653.55	\$ 689.62
Bldg Maintenance Craft/Custodian	\$ 17.62	\$ 18.15	\$ 18.71				
Activities/Volunteer	\$ 15.45	\$ 15.92					
Driver	\$ 9.42	\$ 9.70					
Meal on Wheels Driver	\$ 10.09	\$ 10.39					
Driver (Veterans)	\$ 11.43	\$ 11.78					
Shine Coordinator	\$ 11.75	\$ 12.11					

EFFECTIVE 7/1/2015 1.5%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Program Coordinator	\$ 720.72	\$ 742.34	\$ 764.60	\$ 784.28	\$ 811.16	\$ 835.48	
Principal Account Clerk/Dispatcher	\$ 621.55	\$ 639.80	\$ 658.64	\$ 678.02	\$ 697.97	\$ 718.56	\$ 761.38
Principal Account Clerk	\$ 573.86	\$ 591.81	\$ 608.06	\$ 626.02	\$ 644.39	\$ 663.36	\$ 699.96
Bldg Maintenance Craft/Custodian	\$ 17.88	\$ 18.43	\$ 18.99				
Activities/Volunteer	\$ 15.69	\$ 16.16					
Driver	\$ 9.56	\$ 9.84					
Meal on Wheels Driver	\$ 10.24	\$ 10.54					
Driver (Veterans)	\$ 11.61	\$ 11.95					
Shine Coordinator	\$ 11.93	\$ 12.29					

Approved as to legality:

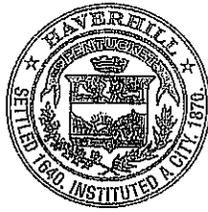
City Solicitor

PLACED ON FILE for at least 10 days

Attest:

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

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

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

August 5, 2016

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

RE: Salary Ordinance & MOA

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

Enclosed is a MOA between the City of Haverhill and the Teamsters Citizen Center Group. The Ordinance is enclosed and I recommend approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/ah

4.2



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the following location are hereby established as Polling Places for all Elections to be held during the year 2016, in accordance with Chapter 54, Section 24 of the Massachusetts General Laws:

- Ward 1 Precinct 1      Consentino School
- Precinct 2      Washington Square Elderly Housing
- Precinct 3      Haverhill High School – Gymnasium
  
- Ward 2 Precinct 1      Northpoint Bible College
- Precinct 2      Northpoint Bible College
- Precinct 3      Moody School
  
- Ward 3 Precinct 1      Citizen Center
- Precinct 2      Haverhill Public Library
- Precinct 3      Universalist Unitarian Church
  
- Ward 4 Precinct 1      Nettle School
- Precinct 2      Northern Essex Community College
- Precinct 3      Kennedy Circle Elderly Housing
  
- Ward 5 Precinct 1      Julian Steele Elderly Housing
- Precinct 2      First Presbyterian Church
- Precinct 3      West Congregational Church
  
- Ward 6 Precinct 1      Haverhill High School
- Precinct 2      John Greenleaf Whittier School
- Precinct 3      Pentucket Lake School – Music Room
  
- Ward 7 Precinct 1      Elderly Housing Community Room- Greystone Ave
- Precinct 2      Bradford Elementary School
- Precinct 3      Bradford Elementary School



# Haverhill

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

4,1

August 3, 2016

President John Michitson and  
Members of the Haverhill City Council

**Re: Polling locations remainder of 2016**

Dear President Michitson and members of the Haverhill City Council:

Enclosed, please find an amended order regarding polling locations for the remainder of this year. Though we had planned to use the Hunking School for two precincts this fall, plans changed and the School department informed me that we needed to find other locations. We have found new locations and are seeking your approval of these changes for the 2016 election year. All voters in these two precincts will be informed of these changes by mail.

I am also attaching a letter from Robert DesMarais, Chairman of the Haverhill Board of Registrars, requesting the change of **Ward 2 Prec 2 to Northpoint Bible College** and the change of **Ward 7 Prec 2 to Bradford Elementary School**.

This proposal was passed by the Board of Registrars, unanimously, on Thursday, July 28, 2016.

I have been assured that once the Hunking School is completed (beginning of 2017), we can move these polling locations back to that location.

Sincerely,

**Linda L Koutoulas**  
**Haverhill City Clerk**

Encl.



# Haverhill

## BOARD OF REGISTRARS OF VOTERS

Linda L Koutoulas, City Clerk  
Robert W DesMarais, Chair  
Patrick Driscoll

July 25, 2016

City Council President John A. Michitson  
& Members of the City Council

### **RE: Proposed Changes in Polling Locations for Fall 2016 Elections**

Dear Mr. President and City Council Members:

The Board of Registrars of Voters is proposing that the locations listed below be designated as polling places in Haverhill for the September 8, 2016 and November 8, 2016 elections. Though we had been told that Hunking Middle School would be available to the end of the year, we have recently been informed this is no longer true and we need to move the two locations at that school. This will only be for this fall's two elections and we plan to move these two precincts back to the Hunking School once construction is complete at that school.

We are therefore making the following recommendations:

- **Ward 2, Precinct 02** – Move the existing polling place from the Hunking Middle School to Northpoint Bible College.
- **Ward 7, Precinct 02** – Move the existing polling place from the Hunking Middle School to Bradford Elementary School.

Thank you for your consideration of our recommendations. If you have any questions, please do not hesitate to contact the Board.

Very truly yours,

Robert DesMarais  
Chair

Hearing September 6  
2016

Questions contact – Stefanie Steeves 978 725 1159

**PETITION FOR POLE AND WIRE LOCATIONS**

North Andover, Massachusetts

5.1

To the City Council  
Of Haverhill Massachusetts

NATIONAL GRID requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Pilgrim Road- National Grid is installing a solely owned pole 17 and anchor in Public Way in order to provide electric service to new home located at 136 Pilgrim Road Haverhill Massachusetts.

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 – Pilgrim Road-Haverhill Massachusetts

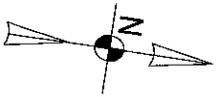
22096639 July 26, 2016

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.

NATIONAL GRID  
BY \_\_\_\_\_  
Engineering Department

*Chris Rood*



STANDISH RD

N/F  
PHAM NGUYEN REALTY TRUST  
BOOK 30393 PAGE 99  
MAP 530 BLOCK 20 LOT 51

N/F  
OLYMPIA ROSE THEOS  
MAP 530 BLOCK 20 LOT 11

LOT 1  
# 134

LOT 2  
# 136

N/F  
BRIAN J. & WANDA J. BOUVIER  
BOOK 10072 PAGE 539  
MAP 530 BLOCK 20 LOT 17

WEST MARLON ST

⊙  
P. 15

⊙  
P. 16

PILGRIM RD

●  
P. 17

**SOLEY OWNED POLE PETITION**

**nationalgrid**

● PROPOSED POLE AND ANCHOR

⊙ EXISTING POLE

— PROPOSED OH WIRE

Date: 6/30/2016

WORK REQUEST: WR 22096639

To The: City Of Haverhill

For Proposed: POLE 17 Location: PILGRIM ROAD

Drawn By: S.STEEVES

INSTALL SOLEY OWNED POLE 17 AND ANCHOR IN PUBLIC WAY IN ORDER TO PROVIDE ELECTRIC SERVICE TO NEW HOME LOCATED AT 136 PILGRIM RD, HAVERHILL, MA

DISTANCES ARE APPROXIMATE

**nationalgrid**

July 26, 2016

**Office of City Clerk  
Room 118 City Hall  
Haverhill Ma 01830 5880**

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit please contact:

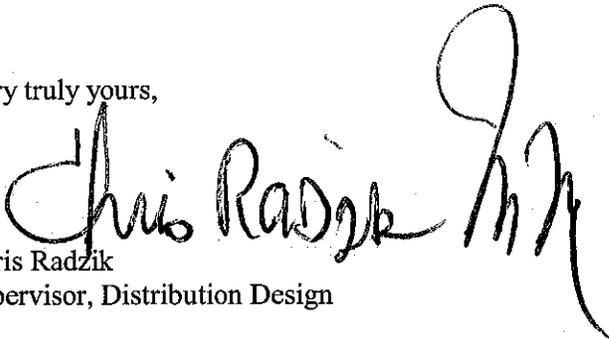
Stefanie Steeves – 978 725 1159

Please notify National Grid's Maureen Miloro of the hearing date / time

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

National Grid Contact: Maureen Miloro; 1101 Turnpike Street; North Andover, MA 01845

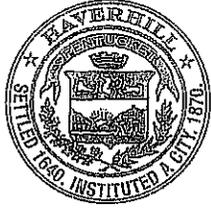
Very truly yours,

A handwritten signature in black ink that reads "Chris Radzik" followed by a stylized monogram or initials.

Chris Radzik  
Supervisor, Distribution Design

Enclosures

6.1



JAMES J. FIORENTINI  
MAYOR

CITY OF HAVERHILL  
MASSACHUSETTS

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

August 5, 2016

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

RE: Washington Street Historic District Commission

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

I hereby appoint Mary Ellen Lawlor, 21 Wingate Street, Apt 504, to the Washington Street  
Historic District Commission. This is a confirming appointment and expires on August 9, 2019.  
I recommend your approval.

Very truly yours,

*James J. Fiorentini (dsut)*  
James J. Fiorentini

Mayor

JJF/ah

62

June 20, 2016

Daniel M. Moriarty  
34 Pine Ave.  
Haverhill, MA 01832

Mayor James Fiorentini  
City Clerk Linda Koutoulas

City Hall  
Summer St.  
Haverhill, MA 01830

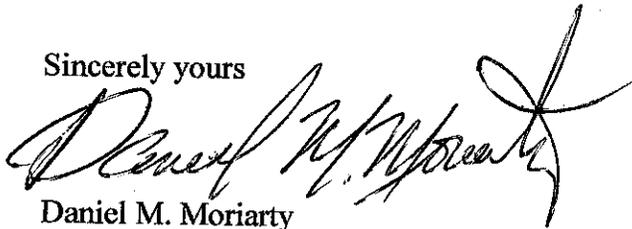
I regret I have to tender my resignation on the City Board of Registrars.

I find it necessary due to family circumstances which will cause a conflict going forward from this year. This occurs during the November election cycle for the foreseeable future.

I have enjoyed my time serving the city and the people I've met through this service as well as gained a new appreciation of the functions of government.

I appreciate your consideration of me for this and hopefully I can do something else in the future which doesn't conflict.

Sincerely yours



Daniel M. Moriarty

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

811

\*NEW \_\_\_\_\_  
\*RENEWAL

DATE OF REQUEST 7-19-16 DATE OF APPROVAL 7-19-16

NAME: Eileen F. Flanagan

ADDRESS: 23 Arch Ave

TELEPHONE #: 978 374-8374

VEHICLE TYPE: None

PLATE #: None

Do you currently have off street parking at your residence?  Yes  No

If yes, why is there a need for a handicap parking sign?  
Because she can't walk, and has Parkinson. in a wheel chair

Did you have a handicap parking sign at a previous address?  Yes  No

If yes, location? 23 Arch Ave

x [Signature]  
Applicant Signature

• Please include a copy of your current handicap placard or handicap registration, along with this application.

Approve  Denied

Reason for denial

[Signature]  
Chief of Police Signature

Approve  Denied

Reason for denial

City Council Approval

Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

c/o Officer Powell

**P02167824**

**Expires:**

**07-18-17**

**Disabled Persons  
Parking Identification Placard**



FLANAGAN

EILEEN

F

**Commonwealth of  
Massachusetts**



To: Chief Denaro

From: Officer Powell

Date: July 22, 2016

Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from Eileen Flanagan of 23 Arch St. She has an active Massachusetts handicap placard issued to her. This application is for renewal of an existing handicap parking sign. There is no change in her status and I would recommend approval of the request.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Powell", with a long horizontal flourish extending to the right.

Officer Powell

**CITY OF HAVERHILL**  
**APPLICATION FOR HANDICAP PARKING SIGN**

8.2

\*NEW  \_\_\_\_\_  
\*RENEWAL \_\_\_\_\_

DATE OF REQUEST 7-13-96 DATE OF APPROVAL \_\_\_\_\_

NAME: Darlene G NUZZI

ADDRESS: 96 Broadway (Sign placed on Bedford upon approval)

TELEPHONE #: 978-377-7728

VEHICLE TYPE: "Varies"

PLATE #: Varies - Elder Companion

Do you currently have off street parking at your residence?  Yes  No

If yes, why is there a need for a handicap parking sign? There are 22 steps I have to climb, I have C. H. D AND had 2 STROKES.

Did you have a handicap parking sign at a previous address?  Yes  No

If yes, location? \_\_\_\_\_

x Darlene Nuzzi  
Applicant Signature

- Please include a copy of your current handicap placard or handicap registration, along with this application.

Approve  Denied

Reason for denial

Ala R. P. [Signature]  
Chief of Police Signature

Approve  Denied

Reason for denial

City Council Approval

Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

\*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

**P86790920**

**Expires:**

**06-10-21**

**Disabled Persons  
Parking Identification Placard**



*Chas. C. Duray*

**NUZZI**

**DARLENE**

**G**

**Commonwealth of  
Massachusetts**



7-13-16

To Whom it may concern:

I am applying for a handicapp parking space. Due to the fact I have had 2 strokes and 4 stints but in my heart. I do not drive but i do have a companion through elder services. IT is very hard to find a place to park when i go food shopping with my companion or doctor apts etc. I would greatly appreciate if you could please consider to put a handicapp sign. The stairs are bad enough for me to get up. Never mind having to walk 5 to 6 houses from my house.

Thank-you

Darlene E. NUZZI

Contact # 978-377-7728

Cecilia  
1978 6014957  
71 E. Haverhill St

To: Chief Denaro  
From: Officer Powell  
Date: July 22, 2016  
Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from Darlene Nuzzi of 96 Broadway. She has an active Massachusetts handicap placard issued to her. I have spoken to her and have gone over the rules and regulations in regards to a handicap parking sign. She has indicated that she needs the spot near her side door, which is actually on Bedford St. This is the area of Broadway where most of the Houses are built up on a steep hill. I inspected the location and it appears appropriate for a handicap sign. She has no off street parking and she is in a wheel chair. The spot would be utilized by her elder companion only when she is present in the vehicle and/or going to doctor appointments and other errands with the companion.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'O. Powell', written in a cursive style.

Officer Powell

78 HPD 7/27/06

9.1



# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8490  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

## ONE DAY LIQUOR LICENSE

### Business/ Organization Information

Business/Organization Name: Team Haverhill  
Address: 52 Le Roy Ave. Haverhill, Ma 01835

### Individual Applicant Information

Individual's Name: Gail Sullivan  
Mailing Address: 18 Hawthorne St. Haverhill, MA 01835  
Telephone: 207 384-7081 (cell)  
Is the Applicant a US Citizen? Yes  No   
E-Mail Address: gms64321@gmail.com

### Event Information

Date of Event: 9/24  
Start Time: 9 End Time: 8 p.m.  
Location of Event: Parking lot behind Tap  
Purpose of Event: Provide free entertainment for the city  
Will there be music or entertainment? Yes  No   
Is the event being catered? Yes  No   
Name of Caterer: \_\_\_\_\_

Approximate number of People Attending  
Adults: 10,000<sup>+</sup> Children: \_\_\_\_\_

### Type of License (circle one)

One-Day All-Alcoholic    One-Day Beer and Wine    Charitable Wine Pouring    Charitable Wine Auction



# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8490  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

## Purchase and Service

**Alcohol for a one day license cannot be donated. The alcohol must be purchased. All receipts for purchase of alcohol must be submitted to the Clerk's Office by 4:00 PM the last business day before the event**

Where is the liquor being purchased from? Merrimack Valley Distributing

**All alcohol must be purchased by a licensed wholesaler. If the above-listed business is not a licensed wholesaler, then this application will not be approved**

Who will be serving the alcohol? Bullers and Bars

Please attach a copy of the liquor liability insurance held by server (on file)

**If the server does not have liquor liability insurance, then the application will not be approved**

## Determination of License Requirements

Is the event held by, or held for the benefit of a business or non-profit group?

	Yes	No
Business:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Non-Profit:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Will there be a cash bar?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there an entrance fee or donation required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the event open to the general public?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**If the answer to ANY of these questions is YES:**

- A One-Day Special License is required. License applications must be put before the License Commission.
- If the event is on city property, approval from City Council and the Mayor is also required.
- The licensee must purchase all alcohol from a *licensed wholesaler*.
- *A copy of the receipts for alcohol purchases are due to the City Clerk's office no later than 4 pm on the workday before the event.*

**I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the City of Haverhill.**

Signature: Gail M. Buller

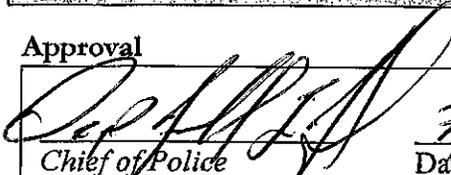


# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8490  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

## Official Use Only

### Approval

  
Chief of Police 7/24/16  
Date

  
License Commission 8/4/16  
Date

\_\_\_\_\_  
City Council (City Property) Date

\_\_\_\_\_  
Mayor (City Property) Date

### Additional Conditions for License:

*Total of 6 Details  
Officers; 3 paid for by City and  
3 paid for by Organization hosting  
the event.*



# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8490  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

## ONE DAY LIQUOR LICENSE

### Business/ Organization Information

Business/Organization Name: LEAGUE OF WOMEN VOTERS OF GREATER HAVERHILL  
Address: P.O. Box 854, HAVERHILL, MA 01831

### Individual Applicant Information

Individual's Name: CAROLE STANLEY PELCHAT  
Mailing Address: 16 FARRWOOD DRIVE, BRADFORD, MA 01835  
Telephone: 978-702-4502  
Is the Applicant a US Citizen? Yes  No   
E-Mail Address: c.pelchat@comcast.net

### Event Information

Date of Event: 9/30/16  
Start Time: 6 End Time: 11  
Location of Event: WINYKENNI CASTLE  
Purpose of Event: FUNDRAISER FOR HIGH SCHOOL SCHOLARSHIP FUND  
Will there be music or entertainment? Yes  No   
Is the event being catered? Yes  No   
Name of Caterer: UNDETERMINED  
Approximate number of People Attending  
Adults: 100-150 Children: 0

### Type of License (circle one)

One-Day All-Alcoholic

One-Day Beer and Wine

Charitable Wine Pouring

Charitable Wine Auction



# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8490  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

## Purchase and Service

**Alcohol for a one day license cannot be donated. The alcohol must be purchased. All receipts for purchase of alcohol must be submitted to the Clerk's Office by 4:00 PM the last business day before the event**

Where is the liquor being purchased from? MARTIGNETTI, MVD

**All alcohol must be purchased by a licensed wholesaler. If the above-listed business is not a licensed wholesaler, then this application will not be approved**

Who will be serving the alcohol? BUTLERS AND BARS

Please attach a copy of the liquor liability insurance held by server

**If the server does not have liquor liability insurance, then the application will not be approved**

## Determination of License Requirements

Is the event held by, or held for the benefit of a business or non-profit group?

Yes No

Business:  Yes  No

Non-Profit:  Yes  No

Will there be a cash bar?  Yes  No

Is there an entrance fee or donation required?  Yes  No

Is the event open to the general public?  Yes  No

**If the answer to ANY of these questions is YES:**

- A One-Day Special License is required. License applications must be put before the License Commission.
- If the event is on city property, approval from City Council and the Mayor is also required.
- The licensee must purchase all alcohol from a *licensed wholesaler*.
- *A copy of the receipts for alcohol purchases are due to the City Clerk's office no later than 4 pm on the workday before the event.*

**I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the City of Haverhill.**

Signature: Carole Stanley Leebat



# Haverhill

City Clerk's Office, Room 118  
4 Summer Street Haverhill, MA 01830  
Phone: 978-374-2312 Fax: 978-373-8490  
[License\\_comm@cityofhaverhill.com](mailto:License_comm@cityofhaverhill.com)  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)

**Official Use Only**

Approval

*[Signature]*  
\_\_\_\_\_  
Chief of Police      Date 7/28/15

*Joseph C. Edwards* 8/4/15  
\_\_\_\_\_  
License Commission      Date

\_\_\_\_\_  
City Council (City Property)      Date

\_\_\_\_\_  
Mayor (City Property)      Date

Additional Conditions for License: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

HPD - 6 ret. officers -  
3 paid for by city  
3 " " " applicant (10.1)

**City of Haverhill  
Application for Permit for  
Amusements, Public Shows and Exhibitions**

Name of Organization: Team Haverhill

Address of Organization: 51 Leroy Ave. ✓

Is the Organization a Non-Profit? Yes ✓ No \_\_\_\_\_ (If yes, must provide evidence of non-profit status) ✓

Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and approved by the appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.

**EVENT INFORMATION**

Requesting permit for (List type of event):  
River Ruckus

Date of Event: Sep 24, 2016 Time of Event: 12 noon - 8:30 pm

Location of Event: Parking lot behind the Tap  
Indoor: \_\_\_\_\_ Outdoor: ✓

Name and Address of the Owner of the Property: City of Haverhill

*If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.*

Number of Anticipated Attendees: 10,000

Number of Parking Spaces available on Site: N/A

\*

Have arrangements been made for offsite parking? Yes  No

If yes, please give details of the offsite parking: Parking will be at MVRTA garage.

Are there charges or fees for parking? Yes  No  If yes, list charges/fees \$1

Please identify the plans for solid waste disposal and recycling: Team Haverhill volunteers will pick up trash all day. Covanta will take away trash.

Number of public restrooms available: Permanent  Portable

\*

Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up): street closure for Antique car show.

Are you requesting that the fees be waived? Yes  No   
(City sponsored events or registered non-profit groups conducting events for wholly charitable purposes only)

Authorized Person: Alice Mann

Address of Authorized Person: 51 Leroy Ave. Haverhill, Ma

Telephone #/Cell #/Pager # (Indicate if Pager): 617-834-3592

Social Security Number of Authorized Person: 204-38-8447

**Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.**

**APPROVALS:**

**Fire Chief:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Recreational Director: Required for all recreational facilities:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Police Chief:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

*Dep. Chief*  
*Approved by H. J. [unclear] 3/18 by [unclear]*

---

**Health Inspector/Board of Health:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ )

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Building Inspector:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Public Works Director:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**APPROVALS:**

**Fire Chief:**

*Chris Kelly*

Reviewed: \_\_\_\_\_ Approved:  Denied: \_\_\_\_\_

Comments/Conditions/Requirements: This event requires a fireworks detail starting from the time the fireworks are delivered to the City until the fireworks shooter indicates the area safe after the show.

---

**Recreational Director: Required for all recreational facilities:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Police Chief:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Health Inspector/Board of Health:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ )

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Building Inspector:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Public Works Director:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Linda Koutoulas**

---

**From:** Fire Chief William Laliberty <WLaliberty@haverhillfire.com>  
**Sent:** Thursday, July 28, 2016 11:35 AM  
**To:** Linda Koutoulas  
**Subject:** Re: river ruckus application

Good Morning Linda,

I have additional information that needs to be applied to this application for River Ruckus.

The City will cover half of the detail costs associated with this event and Team Haverhill will be responsible for the remaining detail expenses.

Respectfully,

Fire Chief William F. Laliberty

*11 Inspector  
+ 3 people  
truck 11*

Haverhill Fire Department  
4 Summer Street, Room 113  
Haverhill, MA 01830  
(978) 373-8460

-----Original Message-----

**From:** Linda Koutoulas <LKoutoulas@cityofhaverhill.com>  
**To:** Bill Laliberty <wlaliberty@haverhillfire.com>, Detective William O'Connell <woconnell@haverhillpolice.com>, Richard Osborne <ROsborne@cityofhaverhill.com>, Richard MacDonald <RMacDonald@cityofhaverhill.com>, Bonnie Dufresne <BDufresne@cityofhaverhill.com>, Mike Stankovich <MStankovich@cityofhaverhill.com>  
**Date:** Mon, 25 Jul 2016 15:20:46 +0000  
**Subject:** river ruckus application

All - attached please find application from Team Haverhill for River Ruckus event.  
Please review and approve or deny - thank you!  
Linda

-----Original Message-----

**From:** scanner@cityofhaverhill.com [mailto:scanner@cityofhaverhill.com]  
**Sent:** Monday, July 25, 2016 11:01 AM  
**To:** Linda Koutoulas  
**Subject:** Send data from MFP07571185 07/25/2016 11:00

Scanned from MFP07571185  
Date:07/25/2016 11:00  
Pages:12  
Resolution:200x200 DPI

-----  
City Clerk's Scans

## General Release & Indemnity Agreement

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts,, dues, claims and demands both in law and in equity, more especially any and all claims as a result of the issuance of this permit or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized Agent of Organization: Alie Mann Date: 6/4/2016

Signature Witnessed By: Basil Sullivan Date: 6/4/2016  
City Council will hear this request for application on:

Aug 10 at 7 PM  
(date) (time)

Applicant must attend: Yes \_\_\_\_\_ No \_\_\_\_\_

***Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.***

***Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.***

**OFFICE USE**

**PERMIT**

Permit approved on: \_\_\_\_\_ Number of Detail Officers: \_\_\_\_\_

Proof of Insurance: Policy Number \_\_\_\_\_ Expiration date \_\_\_\_\_

Attendance Limited to: \_\_\_\_\_

Other Conditions/Requirements: \_\_\_\_\_

---

---

---

---

*All permits issued fully incorporate the terms and conditions of Article IV Public Shows, Exhibitions and Events of Chapter 104 of the Code of the City of Haverhill*

Signed: \_\_\_\_\_ Issued on: \_\_\_\_\_  
City Clerk





3. **Postponement:** If CUSTOMER elects to postpone/reschedule the Display and requests a Postponement Date within this Agreement, ATLAS shall be paid the Display Amount plus a rescheduling service fee equal to one of the sub-provisions below. If there is no Postponement Date stated within this Agreement, CUSTOMER and ATLAS shall mutually agree upon a suitable reschedule date taking into consideration availability of permits, materials, equipment, transportation, labor and further provided CUSTOMER accepts ONE of the additional terms of 3.2 (A – C). However, in no event shall the DISPLAY be rescheduled for a date more than 90 Days from the date first set forth within this Agreement. CUSTOMER is responsible for any additional Marine Expenses incurred due to postponement.
  - 3.1 If CUSTOMER postpones up to 72 hours prior to Display Date there shall be no additional fee for the fireworks display, provided the stated Postponement Date herein is within 72 hours of the Display Date.
  - 3.2 IF CUSTOMER postpones with less than 72 hours notice, one of the following provisions shall apply:
    - A. If CUSTOMER elects postponement and ATLAS is notified by either contacting ATLAS staff by telephone at **603-532-8324** or by email to **sales@atlaspyro.com**, prior to 7:00 a.m. on the Display Date, CUSTOMER agrees to pay an additional Postponement Fee of ten percent (10%) of the Display Amount.
    - B. If CUSTOMER elects postponement after 7:00 a.m. on the Display Date, there shall be an additional Postponement Fee of twenty percent (20%) of the Display Amount; and CUSTOMER agrees to forfeit their Postponement Date stated herein, if applicable. CUSTOMER and ATLAS shall mutually agree upon a suitable reschedule date taking into consideration availability of permits, materials, equipment, transportation, labor and CUSTOMER agrees that the Display shall be rescheduled for a date not more than 90 days from the date first set forth within this Agreement. If CUSTOMER and ATLAS cannot agree on a reschedule date with the best efforts of both parties, all provisions of Paragraph 4 shall apply.
    - C. If ATLAS technicians have begun the setup of the Display and adverse weather conditions cause ATLAS to exercise its sole and absolute discretion to determine the performance of any Display to be impossible, impractical or would unnecessarily increase the risk of damage or danger to person(s) and/or property, all parties agree to immediately hold a Postponement Date meeting by contacting ATLAS corporate staff by telephone or in person in order to attempt to reschedule the Display for a mutually satisfactory Postponement Date and time. In the event the mutually satisfactory Postponement Date and time is beyond the day following the scheduled Display Date and it is impracticable for the personnel and equipment of ATLAS to remain at the SITE until the rescheduled Display Date, then CUSTOMER agrees to pay the actual expenses incurred by ATLAS, not to exceed thirty percent (30%) of the Display Amount and one hundred percent (100%) of the marine expenses incurred, where applicable. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of Display, additional taxes or surcharges, or any other additional expenses that incurred to and/or as a result of the Postponement or Cancellation.
4. **Cancellation:** If CUSTOMER cancels this Agreement for any reason, liquidated damages for such Cancellation shall be paid by CUSTOMER to ATLAS as follows:
  - 4.1 In the event the Display is cancelled more than thirty (30) days before the Display Date, CUSTOMER agrees to pay to ATLAS ten percent (10%) of the Contract Amount and one hundred percent (100%) of the incurred Marine Expenses.
  - 4.2 In the event the Display is cancelled less than thirty (30) days but more than 72 hours before the Display Date, CUSTOMER agrees to pay to ATLAS twenty-five percent (25%) of the Contract Amount and one hundred percent (100%) of the incurred Marine Expenses.
  - 4.3 In the event the Display is cancelled less than 72 hours prior to the scheduled Display Date, CUSTOMER agrees to pay to ATLAS fifty percent (50%) of the Contract Amount and one hundred percent (100%) of the incurred Marine Expenses.
5. **Safety:** CUSTOMER shall provide and pay all fees associated with the Fire Department Detail as may be required by the Authority Having Jurisdiction ("AHJ") and/or by state statute and/or regulation. ATLAS and CUSTOMER shall each comply with the applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within ATLAS' sole discretion to determine whether or not the DISPLAY may be safely discharged or continued, apart from when the AHJ makes a determination to cancel or postpone due to reasonable safety concerns. It shall not constitute a breach of this Agreement by ATLAS when fireworks fail or malfunction, or when ATLAS and/or the AHJ determines that the Display cannot be discharged or continued safely due to conditions or circumstances affecting safety beyond the reasonable control of ATLAS.



6. **Security:** CUSTOMER shall provide and pay for adequate security personnel, Police Department services as may be necessary to preclude individuals other than those authorized by ATLAS from entering an area to be designated by ATLAS and the USCG, where applicable, as the area for the set-up of the Display, including a fallout area satisfactory to ATLAS where the pyrotechnics may safely be discharged and any debris may safely fall. ATLAS shall have no responsibility for monitoring or controlling CUSTOMER'S other contractors, vendors or volunteers; the public; areas to which the public, contractors, vendors or volunteers have access, including marine traffic.
7. **Cleanup:** ATLAS shall be responsible for the removal of all equipment provided by ATLAS and clean up of any "Live" or "Unexploded" pyrotechnic material (shall mean any device that contains unexploded mixtures or components) associated with the Display. CUSTOMER shall be responsible for the SITE after 9:00 a.m. the day following the Display for any other cleanup of "non-pyrotechnic" debris (non-pyrotechnic debris shall mean paper, paper disks, plastic, foil, rubber bands, etc.) that may be associated with the Display. CUSTOMER shall provide ATLAS with a trash receptacle or other suitable means for the disposal of all non-pyrotechnic material; cardboard boxes and incidental lumber from the Display.
8. **Insurance:** ATLAS agrees to provide; 1) General Liability insurance coverage for damages to persons or property arising from or related exclusively to the Display provided by ATLAS; 2) Automobile Liability Insurance; 3) Workers' Compensation Insurance (by State Statute.) The description, certificate holder and additional insured, if any, will be provided upon request and/or outlined within the Scope of Work.
9. **Indemnification:** ATLAS represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Display in a safe and professional manner. Notwithstanding anything in the Agreement to the contrary, ATLAS shall indemnify, hold harmless, and defend CUSTOMER and the additional insured's from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of ATLAS, their officers, agents, contractors, providers, or employees. CUSTOMER shall indemnify, hold harmless, and defend ATLAS from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Display and the presentation thereof to the extent such are occasioned by any act or omission of CUSTOMER, its officers, agents, contractors, vendors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.
10. **Limitation of Damages for Ordinary Breach:** Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 8 and 9 above, in the event CUSTOMER claims that ATLAS has breached this Agreement or was otherwise negligent in performing the Display provided for herein, CUSTOMER shall not be entitled to claim or recover monetary damages from ATLAS beyond the amount CUSTOMER has paid to ATLAS under this Agreement, and shall not be entitled to claim or recover any consequential damages from ATLAS including, without limitation, damages for loss of income, business or profits.
11. **Warranty and Disclaimer:** ATLAS acknowledges and CUSTOMER agrees that it is an acceptable industry occurrence to experience up to three percent (3%) of pyrotechnic failure-to-ignite during Display. Any amount over the acceptable industry standard may be inventoried and an equitable refund may be provided to CUSTOMER within 30 days of Display. ATLAS may make pyrotechnic substitutions to the Scope of Work of equal or greater value if, in its sole opinion, such substitutions are reasonable and necessary. ATLAS shall notify CUSTOMERS of such changes prior to Display. In the event that the Display is reduced or modified by the AHJ or by ATLAS for safety concerns, the full dollar amounts outlined in this Agreement remain enforceable.
12. **Force Majeure:** CUSTOMER agrees to assume the risks of weather (including rough seas), strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of ATLAS which may prevent the Display from being safely discharged on any scheduled date, which may cause the cancellation of any event for which CUSTOMER has purchased the Display, or which may affect or damage such portion of the equipment as may be placed and exposed prior to the Display. If ATLAS is not reasonably able to safely discharge the Display on the scheduled date, or at the scheduled time, or should any event for which CUSTOMER has purchased the Display be canceled as a result of such causes, CUSTOMER may; 1) Reschedule the Display and pay ATLAS such sums as provided in Paragraph 3; or 2) Cancel the Display and pay ATLAS such sums as provided in Paragraph 4, based upon when the Display is canceled.
13. **Assignment** – CUSTOMER'S consent is not required for an assignment of this Agreement in connection with a sale, disposition or transfer of business assets to an affiliate company of ATLAS, which may be a majority-ownership affiliate of ATLAS. The assigned party shall unconditionally guarantee all of the provisions for the term of this Agreement.
14. **Taxes:** CUSTOMER agrees to pay all applicable sales, use, and entertainment taxes that may be required within the state the display is located and furnish ATLAS with a certificate of exemption prior to the Date of Display.



15. **Joint and Several Responsibility:** If there is more than one CUSTOMER, they agree to be jointly and severally responsible for performance of CUSTOMER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CUSTOMER and after it is executed and accepted by ATLAS at its' corporate offices in Jaffrey, New Hampshire. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.
16. **Price Firm:** If any changes or alternations are made by CUSTOMER to this Agreement, or if this Agreement is not executed by CUSTOMER and delivered to ATLAS on or before the "PRICE FIRM DATE" shown below, then the price, date, and Scope of Work of the Display are subject to review and acceptance by ATLAS for a period of 15 days following delivery to ATLAS of any executed Agreement. In the event it is not accepted by ATLAS, ATLAS shall give CUSTOMER written notice, and this Agreement shall be null and void.

16.1                      Price Firm Date: 6/27/2016    **EXECUTED AGREEMENT MUST BE DELIVERED TO ATLAS BY THIS DATE.**

17. **Legal Construction:** This Agreement constitutes the entire Agreement of the parties and may not be altered except in writing signed by both parties. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of New Hampshire. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, such provision shall be stricken and the remaining provisions shall be interpreted in a manner to fulfill the intent of the parties. By signing this Agreement, CUSTOMER agrees that they have read, understand, and agree with all of the terms, conditions and obligations of the Agreement.

Atlas PyroVision Entertainment Group, Inc

By: \_\_\_\_\_  
Matthew J. Shea, Vice President

Customer, duly authorized

By: Alice Mann  
Name: ALICE MANN  
Title: PRESIDENT, TEAM HAVERTHILL  
Date: 6/10/2016

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 14 2013

TEAM HAVERHILL INC  
C/O TEAM HAVERHILL  
51 LEROY AVE  
BRADFORD, MA 01835

Employer Identification Number:  
37-1665975  
DLN:  
102107049  
Contact Person:  
DANIEL RENNER ID# 31697  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
January 12, 2012  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 12, 2012 03:43 PM

A handwritten signature in black ink, appearing to read "William Francis Galvin". The signature is written in a cursive style with a large initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



Form ST-5  
Sales Tax Exempt  
Purchaser Certificate

Rev. 6/09  
Massachusetts  
Department of  
Revenue

**Part 1. Exempt taxpayer information.** To be completed by exempt government or 501(c)(3) organization.

Name Team Haverhill, Inc  
 Address 51 Leroy Ave / PO Box 5034  
 City Haverhill State MA Zip 01835  
 Exemption number 371665975  
 Issue date 09/09/2013 Date of expiration of certificate 09/09/2023

Certification is hereby made that the organization named above is an exempt purchaser under Massachusetts General Laws, Chapter 64H, sections 6(d) or 6(e). All purchases of tangible personal property or services by this organization are exempt from taxation under said chapter to the extent that such property or services are used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation.

Signature Alu Mann Title President Date 10/23/2013

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

**Part 2. Agent information.** To be completed by agent of exempt government or 501(c)(3) organization.

Name of agent's organization \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Agent's name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I certify that in making this purchase, I am acting as an agent for the exempt organization named above (select one):

- Government organization (local public school, city/town government, state agency, etc.).  
Attach Form ST-2, if available. If Form ST-2 is not available, enter exemption number, if known: \_\_\_\_\_
- 501(c)(3) organization (parochial school, Scout troop, etc.). Form ST-2 must be attached.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Part 3. Vendor information**

Vendor's name \_\_\_\_\_

Check applicable box:

- Single purchase certificate (attach detailed receipts or complete Part 4, on reverse)
- Blanket certificate

10.2

### City of Haverhill Application for Permit for Amusements, Public Shows and Exhibitions

Name of Organization: Community Action, Inc. - Mt. Washington Alliance

Address of Organization: 3 Washington Sq. - 4<sup>th</sup> floor, Haverhill, MA 01830

Is the Organization a Non-Profit? Yes X No \_\_\_\_\_ (If yes, must provide evidence of non-profit status)

Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and approved by the appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.

### EVENT INFORMATION

Requesting permit for (List type of event):  
Mt. Washington Neighbor FEST. A free afternoon of family fun and neighborhood resources. Free music, snacks + games for all.

Date of Event: Aug. 27, 2016 Time of Event: Noon - 3pm

Location of Event: Washington St. at High St.  
Indoor: \_\_\_\_\_ Outdoor: \_\_\_\_\_

Name and Address of the Owner of the Property: public property; sidewalk, street and islands... see p. 2 below.

*If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.*

Number of Anticipated Attendees: 100 - 200

Number of Parking Spaces available on Site: N/A

Have arrangements been made for offsite parking? Yes \_\_\_\_\_ No

If yes, please give details of the offsite parking: \_\_\_\_\_

Are there charges or fees for parking? Yes \_\_\_ No  If yes, list charges/fees \_\_\_\_\_

Please identify the plans for solid waste disposal and recycling: Will put out cardboard  
receptacles with plastic waste bag inserts and collect at  
end of event.

Number of public restrooms available: Permanent Use of restrooms Portable \_\_\_\_\_

Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up):  
Request street closure, High St. from Billing St. to Washington  
St., including islands @ Washington St.

Are you requesting that the fees be waived? Yes  No \_\_\_\_\_  
*(City sponsored events or registered non-profit groups conducting events for wholly charitable purposes only)*

Authorized Person: John Lumeo, CAI Executive Director

Address of Authorized Person: CAI, 3 Washington Sq - 4<sup>th</sup> floor, Haverhill, MA

Telephone #/Cell #/Pager # (Indicate if Pager): 978-994-2214 (cell) 978-373-1971 x223  
(office)

Social Security Number of Authorized Person: 150-38-7798

**Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.**

**APPROVALS:**

**Fire Chief:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Recreational Director: Required for all recreational facilities:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Police Chief:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Health Inspector/Board of Health:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---

**Building Inspector:**

Reviewed: *app rjo* Approved:  Denied: \_\_\_\_\_

Comments/Conditions/Requirements: *richard osborne*

---

**Public Works Director:**

Reviewed: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Comments/Conditions/Requirements: \_\_\_\_\_

---



## General Release & Indemnity Agreement

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts,, dues, claims and demands both in law and in equity, more especially any and all claims as a result of the issuance of this permit or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized Agent of Organization: John C. [Signature] Date: 7/26/16

Signature Witnessed By: [Signature] Date: 7/26/16

City Council will hear this request for application on:

\_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

Applicant must attend: Yes \_\_\_\_\_ No \_\_\_\_\_

***Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.***

***Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.***

**OFFICE USE**

**PERMIT**

**Permit approved on:** \_\_\_\_\_ **Number of Detail Officers:** \_\_\_\_\_

**Proof of Insurance: Policy Number** \_\_\_\_\_ **Expiration date** \_\_\_\_\_

**Attendance Limited to:** \_\_\_\_\_

**Other Conditions/Requirements:** \_\_\_\_\_

---

---

---

---

*All permits issued fully incorporate the terms and conditions of Article IV Public Shows, Exhibitions and Events of Chapter 104 of the Code of the City of Haverhill*

**Signed:** \_\_\_\_\_ **Issued on:** \_\_\_\_\_

**City Clerk**

Internal Revenue Service

Department of the Treasury

District  
Director

10 MetroTech Center  
625 Fulton Street  
Brooklyn, NY 11201

Date: **MAR 28 2007**

Community Action, Inc.  
145 Essex Street  
Haverhill, MA 01832

Person to Contact:  
Patricia Holub  
Contact Telephone Number:  
(718) 488-2333  
EIN: 04-2383153

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of Community Action, Inc.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code remains in effect until the tax exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,

*(Patricia Holub)*

Patricia Holub  
Manager, Customer  
Service Unit

Name of Organization: Community Action, Inc.

Date of Exemption Letter: November 1983

Exemption granted pursuant to section 501(c)(3) of the Internal Revenue Code.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

## John Cuneo

---

**From:** Alice Mann <am1111@comcast.net>  
**Sent:** Tuesday, July 26, 2016 9:05 AM  
**To:** 'Marlene Yeo'  
**Cc:** aherlihy@cityofhaverhill.com; John Cuneo; 'hartell johnson'; mrs.kateverett@gmail.com; 'Beverly Donovan'  
**Subject:** CCF Participation in NeighborFEST

Dear Marlene:

Thank you for confirming the various generous offers from CCF, to make the NeighborFEST on August 27 a fun and appealing event. I've cc'd our committee (and John Cuneo who's preparing the permit application), so everyone knows of your confirmation.

Very best regards,  
Alice Mann

**From:** Marlene Yeo [<mailto:pastor@ccfhaverhill.com>]  
**Sent:** Tuesday, July 26, 2016 6:23 AM  
**To:** 'Alice Mann'  
**Subject:** RE: Mt. Wash Alliance

Good Morning,

I am sorry this didn't reach in time for last night...but

Yes we have used the bounce house for ages up to 8 at all our events with our generator and have had no issues when getting our permit or from our insurance Co.

Yes to the items discussed –bathrooms, some fun activities for children up to age 10 and youth will pass out flyers on August 2.

Looking forward to serving!

Marlene J. Yeo  
Community Christian Fellowship  
[www.ccfhaverhill.com](http://www.ccfhaverhill.com)  
[pastor@ccfhaverhill.com](mailto:pastor@ccfhaverhill.com)  
cell# 978-697-0783

**From:** Alice Mann [<mailto:am1111@comcast.net>]  
**Sent:** Monday, July 25, 2016 11:19 AM  
**To:** [pastor@ccfhaverhill.com](mailto:pastor@ccfhaverhill.com)  
**Subject:** Mt. Wash Alliance

Dear Marlene:

We're really excited that CCF can assist in various ways with our rollout event on August 27 (11-4) including:

- Use of bathrooms
- Running some family-friendly activities and supplying related equipment (like bouncy house)
- Youth volunteers to help distribute event invitations at National Night Out

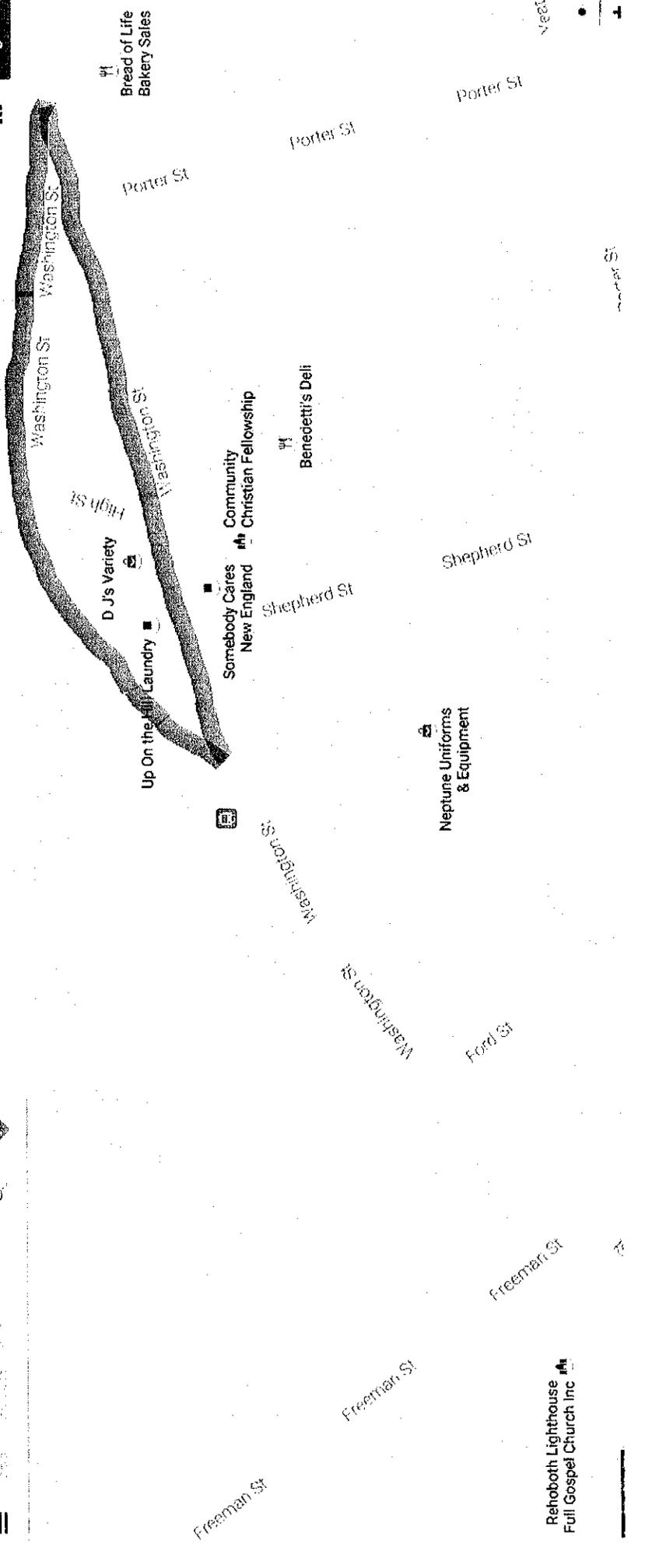
I don't know how fussy the City (or insurer) will be about specifying equipment to be used—if you can tell me what you have that seems appropriate—and whether you've used it at public events before—that would be really helpful!



Sign in



Search for a location



Bread of Life Bakery Sales

Washington St

Washington St

High St

D J's Variety

Up On the Hill Laundry

Somebody Cares New England

Community Christian Fellowship

Benedetti's Deli

Neptune Uniforms & Equipment

Washington St

Washington St

Ford St

Freeman St

Freeman St

Freeman St

Rehoboth Lighthouse Full Gospel Church Inc

Porter St

Porter St

Porter St

Washington St

Shepherd St

Shepherd St

Porter St

West



14.1

# Haverhill

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

Date 7/29/16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: Charles Zaher Signature: [Signature]  
 Business Name: Charles Zaher  
 Business Address: 19 Locke Rd.  
 City Chelmsford State MA Zip 01824  
 Business Phone: 978 801-7786 Fax: \_\_\_\_\_

*Must Complete Additional Personal Information on Back*

NEW RENEWAL:

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

Fee \_\_\_\_\_

Bonds on File:

Approved

Denied \_\_\_\_\_

[Signature]  
City Engineer

In Municipal Council, \_\_\_\_\_ 20\_\_\_\_

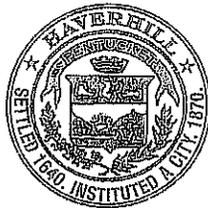
Attest:

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

(See other side)

16.1

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

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

August 5, 2016

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

**RE: Transfer**

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

Enclosed please find a transfer order for \$348,500.00 from the General Fund, Reserve for Capital Projects to the listed Capital Accounts.

The order is attached and I recommend approval.

Very truly yours,

*James J. Fiorentini (dtd)*  
James J. Fiorentini, Mayor

JJF/ah



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

THAT the sum of **\$348,500.00** be transferred from the General Fund, *Reserve for Capital Projects* to the following Capital Accounts –

City Hall Flooring	\$ 20,000
City Hall Bathrooms	\$ 26,000
City Hall Exterior Repairs	\$ 23,500
High Street Wiring	\$ 10,000
Six-Wheel Dump Truck	\$195,000
One Ton Dump Truck	\$ 43,000
Fire Inspector Vehicle	\$ 26,000
Heating for Rocks Village	\$ 5,000

16.2

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL  
MASSACHUSETTS**

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

August 5, 2016

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

RE: FY16 Bills

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

Enclosed, please find an order to pay bills from the previous fiscal year.

I recommend approval.

Very truly yours,

*James J. Fiorentini (dend)*

**James J. Fiorentini, Mayor**

JJF/ah



Document  
CITY OF HAVERHILL  
In Municipal Council

Ordered:

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

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Francis H Maroney Inc	\$ 208.88	Public Property
Massachusetts Municipal Association	\$ 210.00	Water/Wastewater
Action Emergency Service	\$ 523.50	Public Property



# Invoice

FRANCIS H. MARONEY, INC.

491 AMESBURY ROAD  
HAVERHILL, MA 01830

Invoice Number : 32427  
 Work Order Number: 83554  
 Change Order Number: 00000  
 Date: June 30, 2016  
 Service Person: PEARSON, STEPHEN J.  
 Contact Person:  
 PO Number:  
 Reference Number: JIM SHEEHAN  
 Payment Terms: UPON RECEIPT  
 Site Manager:  
 Site Manager's Phone:

Bill to:  
 CITY OF HAVERHILL  
 MAINTENANCE - RM. 104  
 4 SUMMER ST.  
 HAVERHILL, MA 01830  
 USA  
 Phone :  
 Fax :

Job Location: HAVFIREWTR  
 HAVERHILL FIRE STATION  
 WATER STREET  
 MA 01830

Phone:  
 Fax:

Work Ordered:  
 Work Performed: CHECK A VALVE THE WOULDN'T SHUT OFF. REPLACED VALVE FOR THE NEW WASHING MACHINE.

Item Number	Description	UofM	Quantity	Price	Amount
	LABOR		0.0000	0.00	158.00
Total : LABOR				<b>SubTotal</b>	<b>\$158.00</b>
	MATERIALS		0.0000	0.00	50.88
Total : MATERIAL				<b>SubTotal</b>	<b>\$50.88</b>
				<b>SubTotal</b>	<b>\$208.88</b>
				<b>Total</b>	<b>\$208.88</b>

Massachusetts Municipal Association  
 One Winthrop Square  
 Boston, MA 02110

# Invoice

Date	Invoice #
7/3/2016	MMA 25278

Phone #	(617) 426-7272
---------	----------------

Bill To

City of Haverhill  
 Human Resources Dept.  
 4 Summer Street  
 Haverhill, MA 01830

P.O. No	Terms	Tax Exempt No	Attendee	
June Web Ad	upon receipt			
Qty	Item	Description	Rate	Amount
	Employ List Ad...	Employment Listings on MMA Website for Position of Wastewater Treatment Plant Senior Operator	70.00	70.00
<p><i>17002</i></p> <p><i>ok to pay</i></p> <p><i>WJ</i></p>				
			<b>Total</b>	<b>\$70.00</b>

Massachusetts Municipal Association  
 One Winthrop Square  
 Boston, MA 02110

# Invoice

Date	Invoice #
7/3/2016	MMA 25280

Phone #	(617) 426-7272
---------	----------------

Bill To
City of Haverhill Human Resources Dept. 4 Summer Street Haverhill, MA 01830

P.O. No	Terms	Tax Exempt No	Attendee	
June Web Ad	upon receipt			
Qty	Item	Description	Rate	Amount
	Employ List Ad...	Employment Listings on MMA Website for Position of Wastewater Treatment Plant Maintenance Mechanic Helper	70.00	70.00
<p style="font-size: 2em; font-family: cursive;">170425</p>			<p style="font-size: 1.5em; font-family: cursive;">ok to MM 10/9/16</p>	
			<b>Total</b>	<b>\$70.00</b>

1700176

Massachusetts Municipal Association  
One Winthrop Square  
Boston, MA 02110

# Invoice

Date	Invoice #
7/3/2016	MMA 25279.

Phone #	(617) 426-7272
---------	----------------

Bill To
City of Haverhill Human Resources Dept. 4 Summer Street Haverhill, MA 01830

P.O. No	Terms	Tax Exempt No	Attendee	
June Web Ad	upon receipt			
Qty	Item	Description	Rate	Amount
	Employ List Ad...	Employment Listings on MMA Website for Position of Wastewater Treatment Plant Maintenance Mechanic	70.00	70.00
<p><i>70022</i></p> <p><i>ok to pay</i></p> <p><i>WHR</i></p>				
			<b>Total</b>	<b>\$70.00</b>



23 1/2 Hour Board-Up and Restoration Service

Building Demolition and Gut Outs

(781)286-3900 Fax (781)286-3924

Toll Free: 1-800-BOARD-IT

1087 Broadway Revere, MA 02151

Federal Tax ID#45-2848183

Service Date: 12/29/2016

Incident No: FB 7390

Job Location: 4 Summer Street  
Haverhill, MA 01830

**ACTION PERFORMED**

On Tuesday, December 29 at 7:00 PM Action Companies was called by the city of Haverhill to board up one basement window at 4 Summer Street. The window was boarded with 1/2" CDX plywood.

C1

Authorized Signature



23 1/2 Hour Board-Up and Restoration Service

Building Demolition and Gut Outs

(781)286-3900 Fax (781)286-3924

Toll Free: 1-800-BOARD-IT

1087 Broadway Revere, MA 02151

Federal Tax ID#45-2848183

<b>BILL TO</b>	<b>JOB LOCATION</b>	<b>INVOICE #</b>	<b>FB</b>	<b>7390</b>
City of Haverhill	City of Haverhill	<b>TERMS</b>	Net 30	
4 Summer Street	4 Summer Street	Date	12/29/2016	
Haverhill, MA 01830	Haverhill, MA 01830	Due Date	1/28/2017	

<b>Service Date &gt;&gt;&gt;</b>	<b>Tuesday</b>	<b>29-Dec</b>	<b>7:30</b>	<b>PM</b>
<small>Day</small>	<small>DD/MM</small>	<small>Time</small>	<small>AM/PM</small>	

Payment due 30 days from date of incident. If not paid when due subject to penalties of interest, demand charges and fees. Interest accrued on any unpaid balances from the due date until the date of payment is at a rate of 12% annum.

ACTIVITY	QTY/HOURS	RATE	AMOUNT
1 E.S.U. Technician Overtime	3.00	\$97.50	\$292.50
H-5 E.S.U. Truck	3.00	\$55.00	\$165.00
Plywood Sheet 48" x 96" plywood sheet	1.00	\$65.00	\$65.00
Nails Per Strip 3 1/4" x 131 Brite Smith Fuel Nail	1.00	\$1.00	\$1.00

Total Due \$523.50



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

17.1  
File 10 DAYS

ORDERED:  
XXXXXXXXXX

Municipal Ordinance

Chapter 240

**An Ordinance Relating to Parking  
(98 Temple Street No. 2—Delete Handicap Parking)**

BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-1302 Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended, by DELETING the following:

LOCATION	REGULATION	HOURS/DAYS
<b><u>Temple Street No.2</u></b>  In front of No. 98, #2 Temple Street (except for 1-24 hour handicapped parking space at No. 98, #2	No Parking	24Hours

APPROVED as to legality:

\_\_\_\_\_  
City Solicitor  
William D. Cox, Jr.



# Haverhill

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

July 27, 2016

John A. Michitson, Council President  
& City Councilors  
City Hall—Room 204  
City of Haverhill

**RE: 98, #2, Temple Street—DELETE—Handicap Parking Space**

Dear Council President Michitson & Councilors:

As per your request dated 7/27/16, and as requested by Councilor Michael McGonagle in the attached communication dated 7/20/16, I am submitting the Municipal Ordinance that will delete the handicap parking at No. 98, No. 2, Temple Street.

Sincerely,

William Pillsbury, Jr.  
Economic Development &  
Planning Director

WP/lw

**CITY COUNCIL**

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



CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycnci@cityofhaverhill.com

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

July 27, 2016

TO: Mr. William Pillsbury, Jr.  
Planning & Economic Development Director

RE: **Delete Handicap Ordinance – 98 Temple Street (No. 2)**

Dear Mr. Pillsbury:

At the City Council meeting held on July 27, 2016 the following item was placed on the agenda by Councillor McGonagle:

Doc. # 82-J – Request for removal of a handicap parking space at 98 Temple St (No 2).

The Council would appreciate it if you would prepare the necessary ordinance and place it on the next Council agenda. Thank you for your assistance.

Sincerely,

John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

c: Mayor James J. Fiorentini  
City Councillors  
Police Officer Lance Powell

**CITY COUNCIL**

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



Backup

19.9

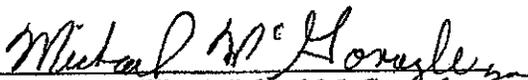
CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycnd@cityofhaverhill.com

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

July 20, 2016

TO: Mr. President and Members of the City Council

Councillor Michael McGonagle requests the removal of a handicap parking space at 98 Temple Street #2 as it is no longer needed.

  
City Councillor Michael McGonagle

Name of Street Location	Regulation	Hours/Days
* In front of 98 Temple Street (No. 2), except for 1 24-hour handicapped parking space at No. 98 (No. 2) [Added 6-17-2014 by Doc. 12-I]	No parking	24 hours
<b>Tenth Avenue [Added 3-27-1990 by Doc.            34-D; repealed 9-22-1992 by Doc. 54-I]</b>		
<b>Thorndike Street [Added 3-26-2013 by Doc. 32-B]</b>		
In front of 9 Thorndike Street, except for one 24-hour handicapped parking space at 9 Thorndike Street	No parking	24 hours
<b>Tremont Street [Added 7-8-2008 by Doc. 20-J]</b>		
In front of 1 Tremont street, except for one 24-hour handicap parking space at 1 Tremont Street [Added 2-4-2014 by Doc. 12-B]	No parking	24 hours
In front of 7A Tremont Street, except for 1 24-hour handicapped parking space at No. 7A	No parking	24 hours
<b>Truman Avenue [Added 6-15-1993 by Doc. 26-G; amended 10-19-1993 by Doc. 26-T]</b>		
Easterly side of Truman Avenue from point of Nettleton Avenue, a distance of ±365 feet to Riverside Avenue, per attached plan <sup>15</sup>	No parking	—
In front of 24 Truman Street [Added 12-3-1996 by Doc. 18-Q]	No parking	—
<b>Van Buren Street [Added 6-15-1993 by Doc. 26-G; amended 10-19-1993 by Doc. 26-T]</b>		

15. Editor's Note: Said plan is on file in the office of the City Clerk.

17.12



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

~~ORDERED~~

**MUNICIPAL ORDINANCE**

**CHAPTER 250**

**AN ORDINANCE RELATING TO WATER**

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 250, as amended, is hereby further amended by deleting Article VI Water Use restriction in its entirety and in place thereof inserting the following:

**“ARTICLE VI Water Use Restriction**

**§ 250-22 Authority.**

This article is adopted by the City under its police powers to protect public health and welfare and its powers under MGL c. 40 § 21 et seq. and implements the City's authority to regulate water use pursuant to MGL c. 41, § 69B. This article also implements the City's authority under MGL c. 40, § 41A, conditioned upon a declaration of water supply emergency issued by the Commonwealth of Massachusetts Department of Environmental Protection (MassDEP).

**§ 250-23 Purpose.**

The purpose of this article is to protect, preserve and maintain the public health, safety and welfare whenever there is in force a State of Water Supply Conservation or State of Water

Supply Emergency by providing for enforcement of any duly imposed restrictions, requirements, provisions or conditions imposed by the City or by the Department of Environmental Protection.

**§ 250-24 Definitions.**

As used in this article, the following terms shall have the meanings indicated:

Agriculture shall mean farming in all its branches as defined at M.G.L. c. 128, § 1A.

Automatic sprinkler system shall mean any system for watering vegetation other than a hand-held hose or a bucket.

Nonessential outdoor water use shall mean those uses that are not required:

1. for health or safety reasons;
2. by regulation;
3. for the production of food and fiber;
4. for the maintenance of livestock; or
5. to meet the core functions of a business (for example, irrigation by golf courses as necessary to maintain tees and greens, and limited fairway watering, or irrigation by plant nurseries or agricultural operations as necessary to maintain stock or establish new plantings, wash equipment to prevent damage and/or maintain performance, pest management and plant cooling).

Person shall mean any individual, corporation, trust, partnership or association, or other entity.

State of Water Supply Emergency shall mean a state of water supply emergency declared by the Department of Environmental Protection under MGL c. 21G, § 15 through 17.

State of Water Supply Conservation shall mean a State of Water Supply Conservation declared by the City pursuant to § 250-25 of this article.

Supply Capacity shall mean a specific relationship between a reservoir's level and storage capacity expressed in percent.

Water Consumers shall mean all public and private users of the City's public water system, irrespective of any person's responsibility for billing purposes for water used at any particular facility.

**§ 250-25 Declaration of State of Water Supply Conservation.**

The City, through its Water Division, may declare a State of Water Supply Conservation upon a determination by the Director or Deputy Director of Public Works that a shortage of water exists and conservation measures are appropriate to ensure an adequate supply of water to all water

consumers and to ensure compliance with the City’s obligation under the Water Management Act. Public notice of a State of Water Supply Conservation shall be given under § 250-27 of this article before it may be enforced.

**§ 250-25A Method of Determining a State of Water Supply Conservation.**

The City, through its Water Division, shall monitor the state of water supply. The City shall implement water conservation measures in stages based on trigger levels as set forth below.

<b>Drought Status</b>	<b>Trigger Level</b>	<b>Trigger Action</b>
Watch	5% reduction in Kenoza Lake supply capacity	Notice may be issued to all water consumers of the drought watch condition in accordance with § 250-27.
Warning	10% reduction in Kenoza Lake supply capacity	Notice shall be issued to all water consumers of the drought warning status in accordance with § 250-27. All water consumers may be requested to enact water conservation measures as described in § 250-26 on a voluntary basis.
Emergency	20% reduction in Kenoza Lake supply capacity	Notice shall be issued to all water consumers of the drought emergency status in accordance with § 250-27. All water consumers shall be required to comply with mandatory water conservation measures as described in § 250-26.
Critical	35% reduction in Kenoza Lake supply capacity	Notice shall be issued to all water consumers of the critical drought status in accordance with § 250-27. All water consumers shall be required to comply with mandatory water conservation measures as described in § 250-26 in addition to those additional measures enacted to preserve the public water supply.

**§ 250-26 Restricted Nonessential Outdoor Water Uses.**

A declaration of a State of Water Supply Conservation shall include one or more of the following restrictions, conditions, or requirements limiting the use of water as necessary to protect the water supply. The applicable restrictions, conditions or requirements, as determined by the Director or Deputy Director of Public Works, shall be included in the public notice required under § 250-27.

- A. Odd/even day outdoor watering. Outdoor watering by water users with odd numbered addresses is restricted to odd numbered days. Outdoor watering by water users with even numbered addresses is restricted to even numbered days.
- B. Outdoor watering ban. Outdoor watering is prohibited.
- C. Outdoor watering hours. Outdoor watering is permitted only during daily periods of low demand, to be specified in the declaration of a State of Water Supply Conservation and public notice thereof.
- D. Automatic sprinkler use. The use of automatic irrigation of lawns via sprinklers or automated irrigation systems is prohibited.
- E. All other nonessential outdoor water use not specifically mentioned above as approved by City Council.

**§ 250-26A Exceptions to Nonessential Outdoor Water Use.**

- A. Irrigation of public parks and recreation fields by automatic sprinkler before 7 AM and after 7 PM;
- B. Irrigation with harvested and stored storm water runoff;
- C. Water use for the purposes of agriculture;
- D. To meet the core functions of a business (for example, irrigation by golf courses as necessary to maintain tees and greens, and limited fairway watering, or irrigation by plant nurseries or agricultural operations as necessary to maintain stock or establish new plantings, wash equipment to prevent damage and/or maintain performance, pest management and plant cooling).

The following outdoor water uses are subject to review and approval by the City, through its Water Division:

- E. Irrigation to establish replanted or re-sodded lawn or plantings during the months of May and September;
- F. Irrigation of newly planted lawns (seeded or sodded) in the current calendar year for homes or businesses newly constructed in the previous twelve months;
- G. Irrigation of gardens, flowers and ornamental plants by means of hand-held hose or drip irrigation systems and;
- H. Irrigation of established lawns by means of a hand-held hose only.

**§ 250-27 Public notification of State of Water Supply Conservation; Notification of MassDEP.**

Notification of any provisions, restrictions, requirements or conditions imposed by the City as part of a State of Water Supply Conservation shall be published in a newspaper of general circulation within the City, or by such other means reasonably calculated to reach and inform all users of water of the State of Water Supply Conservation. Any restriction imposed under this section shall not be effective until such notification is provided, but no later than 48 hours after the declaration of a State of Water Supply Conservation. The City may also notify the public using other means determined to be appropriate. Notification may also include email, web sites, public service announcements on local media or other such means.

Submittal of MassDEP's form "Notification of Water Use Restriction" shall be provided to the Massachusetts Department of Environmental Protection per MassDEP regulations (310 CMR 22.15(8)).

**§ 250-28 Termination of State of Water Supply Conservation; notice.**

A State of Water Supply Conservation may be terminated by the Director or Deputy Director of Public Works of the Water Division upon a determination that the water supply shortage no longer exists. Public notification of the termination of a State of Water Supply Conservation shall be given in the same manner required by § 250-27 for notice of its imposition.

**§ 250-29 State of Water Supply Emergency; compliance with MassDEP orders.**

Upon notification to the public that a declaration of a State of Water Supply Emergency has been issued by the Department of Environmental Protection, no person shall violate any provision, restriction, requirement, condition of any order approved or issued by the Department intended to bring about an end to the state of emergency.

Notification of any provisions, restrictions, requirements or conditions imposed by the declaration of a State of Water Supply Emergency shall be published in a newspaper of general circulation within the City, or by such other means reasonably calculated to reach and inform all users of water of the State of Water Supply Emergency. Any restriction imposed under this section shall not be effective until such notification is provided, but no later than 48 hours after the declaration of a State of Water Supply Emergency. The City may also notify the public using other means determined to be appropriate. Notification may also include email, Web sites, public service announcements on local media or other such means.

**§ 250-29A Termination of State of Water Supply Emergency; Compliance with MassDEP orders.**

Upon notification to the City that the declaration of a State of Water Supply Emergency has been terminated by the Department of Environmental Protection, the public will be notified of the termination in the same manner as is required by § 250-29 for notice of its imposition.

**§ 250-30 Violations and penalties.**

Any person violating this article shall be liable to the City in the amount listed below:

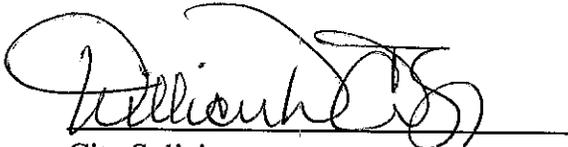
1. First violation: Warning
2. Second violation: \$50.00
3. Third and subsequent violations: \$100.00 and may be subject to termination of water service.

which shall inure to the City for such uses as the Director or Deputy Director of Public Works may direct. Each day of violation shall constitute a separate offense. Fines shall be recovered by indictment, or by complaint before the District Court, or by noncriminal disposition in accordance with MGL c. 40, § 21D. For purposes of non-criminal disposition, the enforcing person shall be any police officer of the City or the Director or Deputy Director of Public Works or their designee. If a State of Water Supply Emergency has been declared the Water Division may, in accordance with G.L. c. 40, § 41A, shut off the water at the meter or the curb stop.

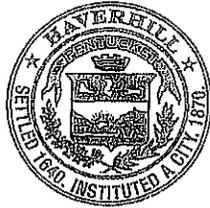
**§ 250-30A Severability**

The invalidity of any portion or provision of this by-law shall not invalidate any other portion or provision thereof.

APPROVED AS TO LEGALITY

  
City Solicitor

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

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

August 5, 2016

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

RE: Amended Ordinance Related to Water Use Restriction

Attached is the amended ordinance related to Water Use Restriction. The current Article VI authorizes the City to impose water use restrictions during periods of drought or other circumstances that may create a state of water supply conservation or emergency. The City's Water Management Act Permit issued by the Massachusetts Department of Environmental Protection (MassDEP) requires the City to implement an outdoor water restriction program that specifies thresholds at which water restrictions would be imposed based on climatic conditions and water levels in the reservoirs. The proposed changes satisfy MassDEP's requirements.

The thresholds in the revised ordinance were developed based on historical lake levels and trigger actions we feel are appropriate for the water supply situation. The actions range from public notification and voluntary conservation to various levels of water use restrictions up to an outdoor watering ban.

The ordinance is attached, and I recommend approval.

Very truly yours,

  
James J. Fiorentini, Mayor

JJF/ah



DOCUMENT

# CITY OF HAVERHILL

In Municipal Council

~~ORDERED~~  
MUNICIPAL ORDINANCE

CHAPTER ~~XXX~~ 255

## AN ORDINANCE RELATED TO ZONING SOLAR ENERGY SYSTEMS

**BE IT ORDAINED** by the City Council of the City of Haverhill that the zoning ordinance Chapter 255 be further amended by adding the following:

### 9.4 SOLAR ENERGY SYSTEMS

**9.4.1 Purpose.** The purpose of this Section is to regulate and restrict the creation of new Solar Energy Systems, including Large-Scale Ground-Mounted Solar Photovoltaic Installations and Roof-Mounted Installations, by providing standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety, minimize impacts on environmental, scenic, natural and historic resources and to provide adequate financial assurance for the eventual decommissioning of such installations.

### 9.4.2 Definitions.

**Large-Scale Ground-Mounted Solar Photovoltaic Installation:** A solar energy system that is structurally mounted on the ground and is not roof-mounted, and has a minimum nameplate capacity greater than 250 kW and occupies more than 5 acres of land.

**Rated Nameplate Capacity:** The maximum rated output of electric power production of the Electric system in Alternating Current (AC) or Direct Current (DC).

**Roof-Mounted Installation:** A solar energy system mounted on the roof of an existing or new building.

**Solar Energy System:** A device or structural design feature, a substantial purpose of which is to provide daylight for interior lighting or provide for the collection, storage and distribution of solar energy for space heating or cooling, electricity generating, or water heating, as set forth in G.L. c. 40A, ss. 1A and 9B, including Large-Scale Ground-Mounted Solar Photovoltaic Installations and Roof-Mounted Installations.

**9.4.3 Applicability.** This Section applies to Large-Scale Ground-Mounted Solar Photovoltaic Installations greater than 250 kW that occupy not less than \_\_\_ acres of land and Roof-Mounted Installations.

1. Large-Scale Ground-Mounted Solar Photovoltaic Installations are allowed only in Residential District. Such installations require a special permit from the City Council (SPGA) and Site Plan Approval.

**Ground mounted solar installations regardless of size shall NOT be allowed in any commercial, industrial or waterfront zoning district.**

2. Roof-Mounted Installations are allowed in Commercial and Industrial Districts. Such installations require Site Plan Approval.

3. Municipal facilities owned, operated by, or developed for and on behalf of the City are allowed as-of-right without Site Plan Review in any district, but must meet the other requirements of this Section.

4. Smaller scale building-mounted solar energy systems which are an accessory to an existing residential use do not need to comply with this Section, but require a building permit and must comply with the other provisions of this By-law as may be applicable.

**9.4.4 General Requirements for all Large-Scale Ground-Mounted Solar Photovoltaic Installations.** The following requirements shall apply to all such Solar Energy Systems.

1. *Compliance with Laws, Ordinances and Regulations.* The construction and operation of all Large-Scale Ground-Mounted Solar Photovoltaic Installations shall be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements. All buildings and fixtures forming part of a solar installation shall be constructed in accordance with the State Building Code.

2. *Building Permit and Building Inspection.* No Large-Scale Ground-Mounted Solar Photovoltaic Installation shall be constructed, installed or modified as provided in this Section without first obtaining a building permit.

3. *Fees.* The application for a building permit for a Large-Scale Ground-Mounted Solar Photovoltaic Installations must be accompanied by the fee required for a Building Permit and Special Permit and the fee as required for Site Plan Approval.

**9.4.5 Site Plan Review.** Large-Scale Ground-Mounted Solar Photovoltaic Installations shall meet the requirements of this Section. All plans and maps shall be prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts. The project applicant shall provide the following documents in addition to or in coordination with those required for Site Plan Review.

1. *Site Plan.* The Site Plan must include the following:

- a. Property lines and physical features, including roads and topography, for the project site;
- b. Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening vegetation or structures including their height;
- c. Locations of wetlands, Priority Habitat Areas defined by the Natural Heritage & Endangered Species Program (NHESP);
- d. Locations of Floodplains or inundation areas for moderate or high hazard dams;
- e. Locations of Priority Heritage Landscapes and local or National Historic Districts;
- f. A list of any hazardous materials proposed to be located on the site in excess of household quantities and a plan to prevent their release to the environment as appropriate;
- g. Blueprints or drawings of the solar installation signed by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts showing the proposed layout of the system and any potential shading from nearby structures;
- h. One or three line electrical diagram detailing the solar installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices;
- i. Documentation of the major system components to be used, including the electric generating components, transmission systems, mounting system, inverter, etc.;
- j. Name, address, and contact information for proposed system installer;
- k. Name, address, phone number and signature of the project applicant, as well as all co-applicants or property owners, if any;
- l. The name, contact information and signature of any agents representing the project applicant;
- m. Fire protection measures;
- n. Storm drainage, including means of ultimate disposal and calculations;
- o. Existing trees 10" caliper or better and existing tree/shrub masses; proposed planting, landscaping, and screening. Every abutting property shall be visually screened from the project through any one or combination of the following location, distance, plantings, existing vegetation and fencing. Said screening is not required to exceed 6 feet in height and the Applicant shall

demonstrate that the proposal provides visual screening;

p. Certified list of abutters.

2. *Site Control.* The project applicant shall submit documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed solar installation.

3. *Operation and Maintenance Plan.* The project applicant shall submit a plan for the operation and maintenance of the Large-Scale Ground-Mounted Solar Photovoltaic Installation, which shall include measures for maintaining safe access to the installation, stormwater management consistent with City's and DEP's Stormwater Regulations and vegetation controls, as well as general procedures for operational maintenance of the installation.

4. *Zoning.* Zoning District designation for the parcel(s) of land comprising the project site (submission of a copy of a zoning map with the parcel(s) identified is suitable for this purpose).

5. *Insurance.* The project applicant shall provide proof of liability insurance.

6. *Financial Surety.* Applicants of Large-Scale Ground-Mounted Solar Photovoltaic Installation projects shall provide a form of surety, either through escrow account, bond or otherwise, to cover the cost of removal in the event the City must remove the installation and remediate the landscape, in an amount and form determined to be reasonable by the Planning Director, but in no event to exceed more than 125 percent (125%) of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project applicant and the City. Such surety will not be required for municipal facilities. The project applicant shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation.

7. *Utility Notification.* No Large-Scale Ground-Mounted Solar Photovoltaic Installation shall be constructed until evidence has been given to the Planning Director that the utility company that operates the electrical grid where the installation is to be located has been informed of the solar installation owner or operator's intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

#### **9.4.6 Dimensional Requirements.**

1. *Setbacks.* For Large-Scale Ground-Mounted Solar Photovoltaic Installations, front, side and rear setbacks shall be as follows.

a. Front yard: The front yard depth shall be at least 100 feet.

b. Side yard. Each side yard shall have a depth of at least 75

feet; provided, however, that where the lot abuts a Residential district, the side yard shall not be less than 100 feet.

c. Rear yard. The rear yard depth shall not be less than 75 feet; provided, however, that where the lot abuts a Residential district, the rear yard shall not be less than 100 feet.

2. *Appurtenant Structures.* All appurtenant structures to Large-Scale Ground-Mounted Solar Photovoltaic Installations shall be subject to reasonable conditions concerning the bulk and height of structures, lot area, parking and building coverage requirements. All such appurtenant structures, including but not limited to, equipment shelters, storage facilities, transformers, and substations, shall be architecturally compatible with each other. Whenever reasonable, structures should be screened from view by vegetation and/or joined or clustered to avoid adverse visual impacts.

#### **9.4.7 Design and Performance Standards.**

1. *Lighting.* Lighting of Large-Scale Ground-Mounted Solar Installations shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be shielded from abutting properties. Lighting of the Large-Scale Ground-Mounted Solar Photovoltaic Installations shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

2. *Signage.* Signs on Large-Scale Ground-Mounted Solar Photovoltaic Installations shall comply with this Zoning Ordinance. A sign shall be required to identify the owner and provide a 24-hour emergency contact phone number. Large-Scale Ground-Mounted Solar Photovoltaic Installations shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the solar installation.

3. *Utility Connections.* Electrical transformers or other utility interconnections shall be constructed as required by the utility provider and may be above ground only if necessary. Reasonable efforts shall be made to place all utility connections from the Large-Scale Ground-Mounted Solar Photovoltaic Installation underground (if feasible), depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider.

4. *Roads.* Access roads shall be constructed to minimize grading, removal of stone walls or street trees and minimize impacts to environmental or historic resources.

5. *Control of Vegetation.* Herbicides may not be used to control vegetation at the Large-Scale Ground-Mounted Solar Photovoltaic Installation. Mowing or the use of pervious pavers or geotextile materials underneath the solar array is a possible alternative.

6. *Hazardous Materials.* Hazardous materials stored, used, or generated on site shall not exceed the amount for a Very Small Quantity Generator of Hazardous Waste as defined by the DEP pursuant to Mass DEP regulations 310 CMR 30.000 and shall meet all requirements of the DEP including storage of hazardous materials in a building with an impervious floor that is not adjacent to any floor drains to prevent discharge to the outdoor environment. If hazardous materials are utilized within the solar equipment then impervious containment areas capable of controlling any release to the environment and to prevent potential contamination of groundwater are required.

#### **9.4.8 Safety and Environmental Standards.**

1. *Emergency Services.* The Large-Scale Ground-Mounted Solar Photovoltaic Installation owner or operator shall provide a copy of the project summary, electrical schematic, and Site Plan to the Fire Chief, DPW, and Emergency Management Director. Upon request the owner or operator shall cooperate with local emergency services in developing an emergency response plan including the training of any municipal first responders. All means of shutting down the Large-Scale Ground-Mounted Solar Photovoltaic Installation shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.

2. *Land Clearing, Soil Erosion and Habitat Impacts.* Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the Large-Scale Ground-Mounted Solar Photovoltaic Installation or otherwise prescribed by applicable laws, regulations, and ordinances.

#### **9.4.9 Monitoring, Maintenance and Reporting.**

1. *Solar Installation Conditions.* The Large-Scale Ground-Mounted Solar Photovoltaic Installation owner or operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the local Fire Chief and Emergency Management Director. The owner or operator shall be responsible for the cost of maintaining the solar installation and any access road(s).

2. *Modifications.* All material modifications to a Large-Scale Ground-Mounted Solar Photovoltaic Installation made after issuance of the required building permit shall require approval by the SPGA.

3. *Annual Reporting.* The owner or operator of the installation shall submit an Annual Report demonstrating and certifying compliance with the Operation and Maintenance Plan required herein and the requirements of this Section and their approved site plan including control of vegetation, noise standards, and adequacy of road access. The annual report shall also provide information on the maintenance completed

during the course of the year and the amount of electricity generated by the facility. The report shall be submitted to the Board of Selectmen, Planning Director, Fire Chief, Emergency Management Director, Building Commissioner, Board of Health and Conservation Commission (if a Wetlands Permit was issued) no later than 45 days after the end of the calendar year.

#### **9.4.10 Abandonment or Decommissioning.**

1. *Removal Requirements.* Any Large-Scale Ground-Mounted Solar Photovoltaic Installation which has reached the end of its useful life or has been abandoned (see subsection 2, below) shall be removed. The owner or operator shall physically remove the installation no more than 180 days after the date of discontinued operations. The owner or operator shall notify the Planning Director by certified mail of the proposed date of discontinued operations and plans for removal. Decommissioning shall consist of:

- a. Physical removal of all Large-Scale Ground-Mounted Solar Photovoltaic Installations, structures, equipment, security barriers and transmission lines from the site;
- b. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations; and
- c. Stabilization or re-vegetation of the site as necessary to minimize erosion. The Site Plan Review Authority may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

2. *Abandonment.* Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, the Large-Scale Ground-Mounted Solar Photovoltaic Installation shall be considered abandoned when it fails to operate for more than one year without the written consent of the Planning Director. If the owner or operator of the Large-Scale Ground-Mounted Solar Photovoltaic Installation fails to remove the installation in accordance with the requirements of this section within 180 days of abandonment or the proposed date of decommissioning, the City may enter the property and physically remove the installation at the owner's expense.

3. *Financial Surety.* Applicants shall submit documentation of financial surety that satisfies this Section.

**9.4.11 Special Permit Criteria for the Large-Scale Ground-Mounted Solar Photovoltaic Installation.** In addition to any other criteria set forth in this Ordinance for the grant of a special permit, the SPGA shall consider whether the grant of a special permit for a Large-Scale Ground-Mounted Solar Photovoltaic Installation will promote the highest and best use of the subject property, taking

into account the characteristics of the subject property, including past land uses, possible presence of hazardous materials, and other development limitations.

**9.4.12. Site Plan Review for Roof-Mounted Installations.** The Site Plan Approval for a Roof-Mounted Installation may impose reasonable conditions consistent with the applicable standards set forth herein for the Large-Scale Ground-Mounted Solar Photovoltaic Installations.



# Haverhill

---

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

DATE: August 5, 2016

MEMO TO: City Council President John J. Michitson and members of the  
Haverhill City Council

FROM: William Pillsbury, Economic Development and Planning Director

**RE: Amendment to Zoning Ordinance- Solar Energy Systems**

The City seeks to further amend the zoning ordinance to regulate and restrict the creation of new solar energy systems.

Please refer the matter to the Planning Board for a hearing at its meeting of September 14<sup>th</sup>. I request that the city council schedule its hearing on these matters on October 4, 2016 to adopt these changes.

Thank you for your attention to this matter.

**RECOMMENDATION: Refer to the planning board and schedule the city council hearings on this request for October 4, 2016.**



## CITY OF HAVERHILL

In Municipal Council July 26 2016

## ORDERED:

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIESCHAPTER  
AFSCME GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 2-L Of 2015 is hereby amended as follows:

EFFECTIVE 7/1/2016 1.75% (Current employees)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$ 23.55	\$ 24.99	\$ 26.45	\$ 27.53	\$ 28.76	\$ 31.08
Senior WWTP Operator	\$ 23.55	\$ 24.99	\$ 26.45	\$ 27.53	\$ 28.76	\$ 31.08
Senior Maintenance Mechanic	\$ 23.55	\$ 24.99	\$ 26.45	\$ 27.53	\$ 28.76	\$ 31.08
WWTP Operator	\$ 20.29	\$ 21.39	\$ 22.52	\$ 23.34	\$ 24.54	\$ 25.60
Lab Technician	\$ 19.15	\$ 20.25	\$ 21.37	\$ 22.21	\$ 23.40	\$ 24.47
Maintenance Mechanic	\$ 20.77	\$ 22.04	\$ 23.33	\$ 24.54	\$ 25.79	
Mobil Equipment Operator	\$ 15.09	\$ 15.79	\$ 16.32	\$ 17.53	\$ 18.36	
WWTP Storekeeper	\$ 18.84	\$ 19.43	\$ 20.00	\$ 21.19	\$ 21.98	\$ 22.98
Maintenance Mechanic Helper	\$ 18.40	\$ 19.41	\$ 20.57	\$ 21.77	\$ 22.89	
Senior Collection Operator	\$ 23.55	\$ 24.99	\$ 26.45	\$ 27.53	\$ 28.76	\$ 30.07
Collection Operator	\$ 20.29	\$ 21.39	\$ 22.52	\$ 23.34	\$ 24.54	\$ 25.60
Collection Operator/C.B. Cleaner	\$ 20.29	\$ 21.39	\$ 22.52	\$ 23.34	\$ 24.54	\$ 25.60
WWTP MEO-Cust./Laborer	\$ 15.09	\$ 15.78	\$ 16.32	\$ 17.53	\$ 18.36	
Shift A Sr. Operator	\$ 1,381.78					
Shift B Sr. Operator	\$ 1,465.48					
Shift C Sr. Operator	\$ 1,397.18					
Shift D Sr. Operator	\$ 1,436.86					

EFFECTIVE 7/1/2016 1.75% (For new hires after 7/1/10)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$ 22.87	\$ 24.27	\$ 25.68	\$ 26.72	\$ 27.92	\$ 29.19
Senior WWTP Operator	\$ 22.87	\$ 24.27	\$ 25.68	\$ 26.72	\$ 27.92	\$ 29.19
Senior Maintenance Mechanic	\$ 22.87	\$ 24.27	\$ 25.68	\$ 26.72	\$ 27.92	\$ 29.19
WWTP Operator	\$ 19.70	\$ 20.76	\$ 21.85	\$ 22.66	\$ 23.83	\$ 24.85
Lab Technician	\$ 18.59	\$ 19.66	\$ 20.75	\$ 21.56	\$ 22.72	\$ 23.75
WWTP Operator/Lab Technician	\$ 20.91	\$ 22.01	\$ 23.12	\$ 23.96	\$ 25.15	\$ 26.21
Maintenance Mechanic	\$ 20.17	\$ 21.40	\$ 22.65	\$ 23.83	\$ 25.04	
Mobil Equipment Operator	\$ 14.65	\$ 15.32	\$ 15.85	\$ 17.02	\$ 17.82	
WWTP Storekeeper	\$ 18.29	\$ 18.87	\$ 19.42	\$ 20.58	\$ 21.34	
Maintenance Mechanic Helper	\$ 17.86	\$ 18.84	\$ 19.97	\$ 21.14	\$ 22.23	
Senior Collection Operator	\$ 22.87	\$ 24.27	\$ 25.68	\$ 26.72	\$ 27.92	\$ 29.19

2-L



DOCUMENT 2-L

ORIGINAL REFERENCE Assume!

# CITY OF HAVERHILL

In Municipal Council October 27 2015

~~ORDERED~~ MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
AFSCME GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 11-B of 2014 is hereby amended as follows:

EFFECTIVE 7/1/2014 1.5% (Current employees)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$22.80	\$24.20	\$25.61	\$26.65	\$26.75	\$29.11
Senior WWTP Operator	\$22.80	\$24.20	\$25.61	\$26.65	\$26.75	\$29.11
Senior Maintenance Mechanic	\$22.80	\$24.20	\$25.61	\$26.65	\$27.85	\$29.11
WWTP Operator	\$19.65	\$20.71	\$21.80	\$22.60	\$23.76	\$24.79
Lab Technician	\$18.54	\$19.61	\$20.69	\$21.50	\$22.66	\$23.69
Maintenance Mechanic	\$20.12	\$21.34	\$22.59	\$23.76	\$24.97	
Mobile Equipment Operator	\$14.61	\$15.28	\$15.81	\$16.97	\$17.78	
WWTP Storekeeper	\$18.24	\$18.81	\$19.37	\$20.52	\$21.28	\$22.25
Maintenance Mechanic Helper	\$17.81	\$18.79	\$19.92	\$21.08	\$22.17	
Senior Collection Operator*	\$22.80	\$24.20	\$25.61	\$26.65	\$26.75	\$29.11
Collection Operator	\$18.54	\$19.61	\$20.69	\$21.50	\$22.66	\$23.69
Collection Operator/C.B. Cleaner	\$18.54	\$19.61	\$20.69	\$21.50	\$22.66	\$23.69
WWTP MEO-Cust./Laborer	\$14.61	\$15.28	\$15.81	\$16.97	\$17.78	
Shift A Sr. Operator	\$1,337.95					
Shift B Sr. Operator	\$1,418.99					
Shift C Sr. Operator	\$1,352.86					
Shift D Sr. Operator	\$1,391.28					

EFFECTIVE 7/1/2014 1.5% (For new hires after 7/1/10)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$22.14	\$23.50	\$24.86	\$25.88	\$27.04	\$28.26
Senior WWTP Operator	\$22.14	\$23.50	\$24.86	\$25.88	\$27.04	\$28.26
Senior Maintenance Mechanic	\$22.14	\$23.50	\$24.86	\$25.88	\$27.04	\$28.26
WWTP Operator	\$19.07	\$20.11	\$21.16	\$21.94	\$23.07	\$24.06
Lab Technician	\$18.00	\$19.04	\$20.09	\$20.87	\$22.00	\$23.00
Maintenance Mechanic	\$19.53	\$20.72	\$21.93	\$23.07	\$24.24	
Mobile Equipment Operator	\$14.19	\$14.84	\$15.35	\$16.48	\$17.26	
WWTP Storekeeper	\$17.71	\$18.27	\$18.80	\$19.92	\$20.66	

2-V

BACKUP  
REFERENCE

Maintenance Mechanic Helper	\$17.29	\$18.24	\$19.34	\$20.47	\$21.52	
Senior Collection Operator*	\$22.14	\$23.50	\$24.86	\$25.88	\$25.97	\$28.26
Collection Operator	\$18.00	\$19.04	\$20.09	\$20.87	\$22.00	\$23.00
Collection Operator/C.B. Cleaner	\$18.00	\$19.04	\$20.09	\$20.87	\$22.00	\$23.00
WWTP MEO-Cust./Laborer	\$14.19	\$14.84	\$15.35	\$16.48	\$17.26	
Shift A Sr. Operator	\$1,292.71					
Shift B Sr. Operator	\$1,368.44					
Shift C Sr. Operator	\$1,306.58					
Shift D Sr. Operator	\$1,343.91					

EFFECTIVE 7/1/2015 1.5% (Current employees)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$23.15	\$24.56	\$25.99	\$27.05	\$27.15	\$29.55
Senior WWTP Operator	\$23.15	\$24.56	\$25.99	\$27.05	\$27.15	\$29.55
Senior Maintenance Mechanic	\$23.15	\$24.56	\$25.99	\$27.05	\$28.27	\$29.55
WWTP Operator	\$19.94	\$21.02	\$22.13	\$22.94	\$24.12	\$25.16
Lab Technician	\$18.82	\$19.90	\$21.00	\$21.83	\$23.00	\$24.04
Maintenance Mechanic	\$20.42	\$21.66	\$22.93	\$24.11	\$25.34	
Mobil Equipment Operator	\$14.83	\$15.51	\$16.04	\$17.22	\$18.05	
WWTP Storekeeper	\$18.51	\$19.10	\$19.66	\$20.83	\$21.60	\$22.58
Maintenance Mechanic Helper	\$18.08	\$19.07	\$20.22	\$21.40	\$22.50	
Senior Collection Operator*	\$23.15	\$24.56	\$25.99	\$27.05	\$27.15	\$29.55
Collection Operator	\$18.82	\$19.90	\$21.00	\$21.83	\$23.00	\$24.04
Collection Operator/C.B. Cleaner	\$18.82	\$19.90	\$21.00	\$21.83	\$23.00	\$24.04
WWTP MEO-Cust./Laborer	\$14.83	\$15.51	\$16.04	\$17.22	\$18.05	
Shift A Sr. Operator	\$1,358.01					
Shift B Sr. Operator	\$1,440.27					
Shift C Sr. Operator	\$1,373.15					
Shift D Sr. Operator	\$1,412.14					

EFFECTIVE 7/1/2015 1.5% (For new hires after 7/1/10)

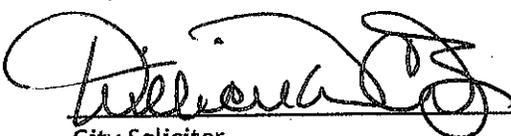
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$22.47	\$23.85	\$25.24	\$26.26	\$27.44	\$28.69
Senior WWTP Operator	\$22.47	\$23.85	\$25.24	\$26.26	\$27.44	\$28.69
Senior Maintenance Mechanic	\$22.47	\$23.85	\$25.24	\$26.26	\$27.44	\$28.69
WWTP Operator	\$19.36	\$20.41	\$21.48	\$22.27	\$23.42	\$24.42

2-2

Backup Reference

Lab Technician	\$18.27	\$19.32	\$20.40	\$21.19	\$22.33	\$23.34
Maintenance Mechanic	\$19.82	\$21.03	\$22.26	\$23.42	\$24.61	
Mobil Equipment Operator	\$14.40	\$15.06	\$15.58	\$16.73	\$17.52	
WWTP Storekeeper	\$17.97	\$18.54	\$19.09	\$20.22	\$20.97	
Maintenance Mechanic Helper	\$17.55	\$18.51	\$19.63	\$20.77	\$21.85	
Senior Collection Operator*	\$22.47	\$23.85	\$25.24	\$26.26	\$26.36	\$28.69
Collection Operator	\$18.27	\$19.32	\$20.40	\$21.19	\$22.33	\$23.34
Collection Operator/C.B. Cleaner	\$18.27	\$19.32	\$20.40	\$21.19	\$22.33	\$23.34
WWTP MEO-Cust. /Laborer	\$14.40	\$15.06	\$15.58	\$16.73	\$17.52	
Shift A Sr. Operator	\$1,312.10					
Shift B Sr. Operator	\$1,388.96					
Shift C Sr. Operator	\$1,326.17					
Shift D Sr. Operator	\$1,364.06					

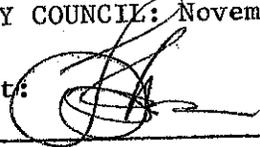
Approved as to legality:

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

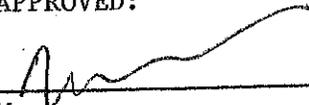
PLACED ON FILE for at least 10 days

Attest:   
 \_\_\_\_\_  
 City Clerk

IN CITY COUNCIL: November 10 2015

PASSED  
 Attest:   
 \_\_\_\_\_  
 City Clerk

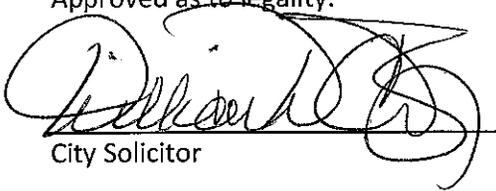
APPROVED:

  
 \_\_\_\_\_  
 Mayor

28-0

Collection Operator	\$ 19.70	\$ 20.77	\$ 21.86	\$ 22.66	\$ 23.83	\$ 24.85
Collection Operator/C.B. Cleaner	\$ 19.70	\$ 20.77	\$ 21.86	\$ 22.66	\$ 23.83	\$ 24.85
WWTP MEO-Cust./Laborer	\$ 14.65	\$ 15.32	\$ 15.85	\$ 17.02	\$ 17.82	
Shift A Sr. Operator	\$ 1,335.06					
Shift B Sr. Operator	\$ 1,413.27					
Shift C Sr. Operator	\$ 1,349.38					
Shift D Sr. Operator	\$ 1,387.94					

Approved as to legality:



City Solicitor

PLACED ON FILE for at least 10 days  
Attest:

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

**CITY COUNCIL**

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



20.1

CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycncd@cityofhaverhill.com

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

August 5, 2016

TO: Members of the City Council

Council President Michitson wishes to introduce Ted Gaiero to speak about making Haverhill better.

Council President John A. Michitson

**CITY COUNCIL**

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



20.2

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

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

August 5, 2016

TO: Members of the City Council

Council President Michitson wishes to introduce Ron MacLeod to discuss public participation at City Council meetings.

Council President John A. Michitson

20.3

**CITY COUNCIL**

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



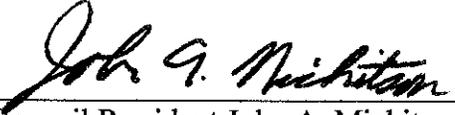
CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)  
[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

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

August 5, 2016

TO: Members of the City Council

Council President Michitson wishes to introduce Peter Yiannakoureas to speak about public participation.

  
\_\_\_\_\_  
Council President John A. Michitson

20.4

**CITY COUNCIL**

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



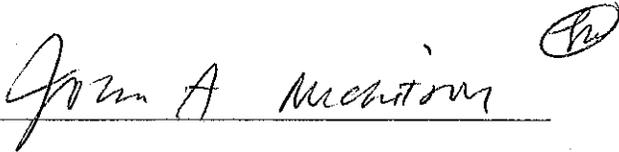
CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
[www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)  
[citycncl@cityofhaverhill.com](mailto:citycncl@cityofhaverhill.com)

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

August 4, 2016

To: Members of the City Council:

City Council President John Michitson wishes to introduce Mr. Tom Wu, CEO of Invaleon Solar Technologies, who has asked to set the record straight with regard to Invaleon and the HHS solar roof project.

  
\_\_\_\_\_

City Councillor John A. Michitson

**CITY COUNCIL**

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



2016

CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycnci@cityofhaverhill.com

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

August 5, 2016

Mr. President and Members of the City Council

Councilor Macek seeks the installation of a flood light on Pole 85-4 overlooking the parking area, ramp and fishing area at the end of Stanley Drive.

  
City Councillor William J. Macek

**CITY COUNCIL**

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



2016

CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycnci@cityofhaverhill.com

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

August 5, 2016

Mr. President and Members of the City Council

Councilor Macek requests a discussion in regards to the upkeep and maintenance of Round Pond along Stanley Drive, Lawrence St. and the Fred DiBartolomeo Park area.

  
City Councillor William J. Macek 52

**CITY COUNCIL**

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



2017

CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycnci@cityofhaverhill.com

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

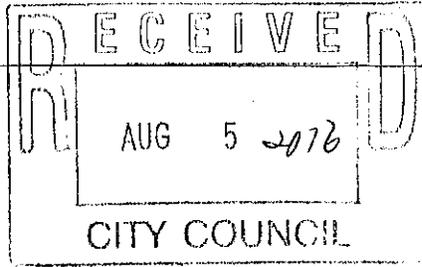
January 21, 2016

TO: Mr. President and Members of the City Council:

Councillors Sullivan and Daly O'Brien request a discussion about creating a Main Street Historic District Study Committee.

*Thomas J. Sullivan*  
City Councillor Thomas J. Sullivan

*Mary Ellen Daly O'Brien*  
City Councillor Mary Ellen Daly O'Brien



# Haverhill

Haverhill Historical Commission, Room 309  
Phone: 978-374-2344 Fax: 978-374-2332  
aherlihy@cityofhaverhill.com

July 27, 2016

The Honorable John Michitson, President  
Haverhill City Council  
4 Summer Street  
Haverhill, MA 01830

Dear President Michitson and Members of the City Council:

At its meeting on July 27, 2016, the Haverhill Historic Commission voted unanimously to send the Haverhill City Council a letter requesting that the City Council initiate the process of creating a Local Main Street Historic District by voting to create a **Main Street Historic District Study Committee**.

This Main Street Historic District Study Committee would be appointed by the Mayor, and would work with the Massachusetts Historic Commission to begin a lengthy and comprehensive process of analyzing the appropriateness of a Main Street Historic District. This district would likely mirror the previous Nationally Registered Main Street Historic District between Bailey Boulevard and Arlington Street. Formal creation of this district would be voted upon by the Council upon completion of the research and reporting phases.

At the request of the Historic Commission, this letter seeks to request an expeditious placement on an upcoming City Council agenda as well as a vote by the City Council on creating this official Study Committee.

Sincerely,

Andrew K. Herlihy,  
Division Director  
Community Development Department,

acting as staff on behalf of  
Members of the Haverhill Historic Commission

## CITY COUNCIL

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



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

## CITY OF HAVERHILL HAVERHILL, MASSACHUSETTS 01830-5843 DOCUMENTS REFERRED TO COMMITTEE STUDY

	Suspension of Rules to discuss unpermitted BnB's operating in City of Haverhill	A & F	10/20/15
6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	1/27/16 2/9/16
6-W	Communication from Councillor Bevilacqua requesting to discuss Wood School Play-ground	NRPP	2/23/16
6-Z	Communication from Council President Michitson requesting to introduce Ron MacLeod to discuss traffic & safety concerns and associated public safety resources	Public Safety	3/8/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16
51	Communication from Pres. Michitson requesting to submit petition from Burnham St. residents requesting Burnham St. be made one way coming in from Groveland St. onto Burnham	Public Safety	4/12/16
26E	City of Haverhill – Mayor's Recommendations, Capital Improvement Program – 2016-2020	A & F	5/31/16
69	Communication from John Guerin, Chair, submitting findings & recommendations of Salary Survey Commission	A & F	6/7/16
61-W	Communication from Councillor Macek requesting to introduce Roger Lemire, to discuss limited access to downtown for residents during major downtown events & to present an alternative plan	Public Safety	7/12/16
82	Communication from Councillors Vargas, Barrett, & Macek requesting discussion on city-Wide design review	Planning & Development	7/12/16