



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, July 12, 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 Power Purchase Agreement between City and Seaboard Solar Holdings LLC Attachment

**4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**

**5. UTILITY HEARING(S) AND RELATED ORDER(S)**

**6. APPOINTMENTS**

Confirming Appointments

Non-confirming Appointments

Resignations

**7. PETITIONS**

7.1 Petition from Attorney Michael Migliori for applicants 2 Pillsbury Street Realty Trust and Haverhill Bank for Change to Zoning Map for properties at 1124, 1112 and 1096 Main st; being shown on Assessor's Map 636, Block 2 Lots 1,2,3,4,5 and 6 and Map 636 Block 1 Lot 2 and a portion of Main st; to be rezoned to connect the existing commercial uses on the properties currently located in RM, residential zone to the abutting CH, commercial highway zone

**(Refer to Planning Board  
Council Hearing Aug 23<sup>rd</sup>)  
Attachments**

**8. APPLICATIONS/HANDICAP PARKING SIGNS**

NO SCHEDULE

**9. ONE DAY LIQUOR LICENSES:**

9.1 Application from Megan Hammer & David Ratcliffe for one day liquor license for wedding at Winnekenni Castle, Saturday, October 1<sup>st</sup>; 11:30 am to 5:00 pm

*Has License Commission & Police approval*

**10. APPLICATIONS FOR PERMIT**

10.1 Haverhill YMCA for David Curley Memorial 5K Road Race to start at Pentucket Lake School, Friday July 15<sup>th</sup>; 5:00 pm *Has Police approval*

10.2 Historic Highlands Association/Jason Jussif for Block Party at Windsor Park; from Arlington to Berkeley & Windsor pl; Sunday, August 7<sup>th</sup> with rain date of Sunday, August 14<sup>th</sup>; 4:00 pm to 7:00 pm

*Has Police approval*

10.3 First Church of Christ Bradford/Martha Kelleher-Trustee; for Lauren Webber to hold Concerts on the Bradford Common on Sunday evenings of August 7<sup>th</sup>, 14<sup>th</sup>, and August 21<sup>st</sup>; 6:00 pm to 8:00 pm

*Has Police approval*

Attachments



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, July 12, 2016 at 7:00 PM  
City Council Chambers, Room 202

---

## 11. TAG DAYS

NO SCHEDULE

## 12. ANNUAL LICENSE RENEWALS:

Roller Skating Rink

Sunday Skating

Pool Tables

*The Tap Restaurant, 100 Washington st*

2 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

Auctioneer

Theater

Exterior Vending Machine

Coin-Ops (Renewals)

Sunday License

Fortune Teller

## 13. HAWKER/PEDDLER

## 14. DRAINLAYER 2016 LICENSE

## 15. HEARINGS & RELATED ORDERS:

15.1 Document 53; petition from Robert Pondelli; Hales Landing LLC; to accept *Robert rd* and *Lisa ln* as public ways; part of Hales Landing subdivision

*Favorable recommendation from Planning Board and Planning Director*

15.1.1 Document 53-B; Order – Accept Robert Road as a public way

15.1.2 Document 53-BB; Order – Accept Lisa Lane as a public way

Attachments



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, July 12, 2016 at 7:00 PM**  
**City Council Chambers, Room 202**

---

## 16. NEW BUSINESS/ORDERS:

16.1 Order-Transfer \$12,500.00 from FY16 Police Salary to Police Expense-Other Municipal Buildings Maintenance

16.2 Order-Transfer \$6,305.13 from FY16 Wastewater Expense-Int & Maturities to following Wastewater Salary accounts:

Sewer Salaries	\$4,028.01
Wastewater Salaries	\$2,277.12

16.3 Order-Transfer \$2,853,653.18 from accounts listed to close out FY2016

16.4 Order-Election Warrant, State Primaries to be held Thursday, September 8<sup>th</sup> 2016 with polls to be open 7:00 am and to close at 8:00 pm Attachments

## 17. ORDINANCES (FILE 10 DAYS):

17.1 Ordinance re: Parking-Swasey st-Delete Handicap parking; in front of gate to *Buttonwoods Day Health Center*(except for 2 30-minute handicapped parking spaces at Swasey st) File 10 days

17.2 Ordinance re: Parking-#31 4<sup>th</sup> Avenue Add Handicap parking space File 10 days

17.3 Ordinance re: Parking – 71-73 High st (2 Spaces) Add Handicap parking File 10 days

## UNFINISHED BUSINESS OF PRECEDING MEETINGS:

*All Loan Orders filed June 29<sup>th</sup>*

18.1 Document 15-D; Order City appropriates \$350,000 to pay costs of making various repairs to Police station

18.2 Document 15-E; Order City appropriates \$420,000 to pay costs of purchasing/equipping a fire truck

18.3 Document 15-F; Order City appropriates \$195,000 to pay costs of purchasing/equipping an aerial bucket truck for the use of Department of Public Works

18.4 Document 15-G; Order City appropriates \$150,000 to pay costs of making various repairs to or as an alternative to replace the dog pound

18.5 Document 15-H; Order City appropriates \$350,000 for making repairs to Trinity Stadium

Attachments



# CITY OF HAVERHILL CITY COUNCIL AGENDA

**Tuesday, July 12, 2016 at 7:00 PM  
City Council Chambers, Room 202**

---

## **UNFINISHED BUSINESS continued:**

- 18.6 Document 28-D; Ordinance re: Salaries - Water/Wastewater Office & Technical Group
- 18.7 Document 28-E; Ordinance re: Salaries - Administrative & Professional Positions
- 18.8 Document 28-F; Ordinance re: Salaries - All Departments Non-Union  
*All Ordinances filed June 29<sup>th</sup>* Attachments
- 18.9 Document 61-U; Communication from Councillor Barrett requesting a discussion regarding the solar project at Haverhill High School  
*Postponed from June 28<sup>th</sup>* Attachment
- 18.10 Document 42-C; *Net Metering Credit Purchase Agreement* between Solect Energy Development LLC & City to purchase Net Metering Credits for project City Hall Roof at Summer st  
Related communication from Mayor Fiorentini  
*Postponed from June 28<sup>th</sup>*
- 18.11 Document 42-D; *Net Metering Credit Purchase Agreement* between Solect Energy Development LLC & City to purchase Net Metering Credits for project new Police Fleet Maintenance Garage Roof on Downing av  
Related communication from Mayor Fiorentini  
*Postponed from June 28<sup>th</sup>* Attachments  
Agreements are on file in City Clerk's Office

## **18B MONTHLY REPORTS**

- Abatement report from Board of Assessors for month of June 2016 Attachment

## **COMMUNICATIONS FROM COUNCILLORS:**

- 19.1 Communication from Councillor Macek requesting to introduce Roger Lemire, a resident of downtown Haverhill to discuss limited access to downtown for residents during major downtown events and to present an alternative plan
- 19.2 Communication from Councillor Daly O'Brien requesting to introduce Lane Glenn, President of *Northern Essex Community College* to give an update on *NECC* happenings
- 19.3 Communication from Councillors LePage and Vargas requesting to introduce Bianca Mercado to give an update on the Acre neighborhood activities
- 19.4 Communication from Councillors LePage, Sullivan and Vargas requesting to introduce Danielle Smida to discuss the Cogswell Artspace
- 19.5 Communication from Councillors Vargas, Macek & Barrett requesting a discussion on City-wide Design Review Attachments



**CITY OF HAVERHILL  
CITY COUNCIL AGENDA**

**Tuesday, July 12, 2016 at 7:00 PM  
City Council Chambers, Room 202**

---

**20 RESOLUTIONS AND PROCLAMATIONS**

**NO SCHEDULE**

**21 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**

**22 DOCUMENTS REFERRED TO COMMITTEE STUDY**

**23 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

July 8, 2016

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

RE: Seaboard Solar Holdings LLC Power Purchase Agreement

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

Attached is the PPA between Seaboard Solar Holdings LLC and the City of Haverhill. The Agreement calls for the City to purchase Net Metering Credits (NMC) for .12 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 Water and/or Wastewater accounts. The project in which the city will be purchasing from is located in Oxford, MA, which is located in the CWMA Load Zone, thus the credits must be to accounts in the same load zone.

The documents have been reviewed by both the City Solicitor and Meister Group, the city's solar energy consultant. The contract is identical to the one previously approved by the City for the Power Purchase Agreement with Lodestar Energy LLC.

I recommend approval.

Very truly yours,

*James J. Fiorentini (druv)*  
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 \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016 and are witnessed and acknowledged by Seaboard Solar Holdings, LLC (“Seaboard” or “Provider”) and City of Haverhill, Massachusetts (“Purchaser”), as evidenced by their signature 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 Seaboard and Purchaser or between their respective affiliates. Except to the extent Seaboard 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 Seaboard 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 Purchaser 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 Operations 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 Operations 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 required, 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 in Purchaser’s capacity as Host Customer of the System 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.

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 applicable, 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.

(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 no 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.

## 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 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.

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”:** SEABOARD SOLAR HOLDINGS, LLC

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

Name: Shawn Brazo

Title: President

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 (“Agreement”) is made and entered into as of this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016 (the “Effective Date”), between Seaboard Solar Holdings, LLC, a Delaware 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;

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 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 as Host Customer 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 Net Metering Credit Purchase 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. **IN ADDITION,**

**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.

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
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.

**SEABOARD SOLAR HOLDINGS,  
LLC**

**CITY OF HAVERHILL**

By: \_\_\_\_\_  
Name: Shawn Brazo  
Title: President  
Date:

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

## SCHEDULES

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

<b>Solar System Premises:</b>	191 Old Webster Rd, Oxford, MA  Provider
<b>Premises is Owned or Controlled by:</b>	
<b>Purchaser is to be the Host Customer with respect to the Premises:</b>	NO
<b>Solar System Size:</b>	4,251,000 Watts (DC) (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
<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>	March 1, 2017

## II. Schedule 2 -- kWh Rate

For each Billing Cycle in which the System delivers electricity to the Local Electric Utility, the price per kWh of Net Metered Production shall be \$0.120/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: 5,123,885 kWh

Allocated Percentage: 100%

## IV. Schedule 4 – Estimated Annual Production

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

Year of System Term	Estimated Net Metered Production (kWh)	Allocated Net Metered Production at % Allocated (kWh)	Year of System Term	Estimated Net Metered Production (kWh)	Allocated Net Metered Production at % Allocated (kWh)
1	5,123,885	5,123,885	11	4,873,379	4,873,379
2	5,098,266	5,098,266	12	4,849,012	4,849,012
3	5,072,774	5,072,774	13	4,824,767	4,824,767
4	5,047,410	5,047,410	14	4,800,643	4,800,643
5	5,022,173	5,022,173	15	4,776,640	4,776,640
6	4,997,062	4,997,062	16	4,752,757	4,752,757
7	4,972,077	4,972,077	17	4,728,993	4,728,993
8	4,947,217	4,947,217	18	4,705,348	4,705,348
9	4,922,481	4,922,481	19	4,681,821	4,681,821
10	4,897,868	4,897,868	20	4,658,412	4,658,412

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:**

Seaboard Solar Holdings, LLC  
ATTN: Shawn Brazo  
143 West St., STE 201  
New Milford, CT 06776

*With a copy to*

**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 Operations Date, unless and until terminated earlier pursuant to the provisions of the Agreement.

August 23 2016

7,1

FIORIELLO & MIGLIORI  
ATTORNEYS AT LAW

KAREN L. FIORELLO  
kfiorello@fimilaw.com

MICHAEL J. MIGLIORI  
mmigliori@fimilaw.com

FIREHOUSE CONDOMINIUMS  
18 ESSEX STREET  
HAVERHILL, MASSACHUSETTS 01832  
TEL 978/373-3003 FAX 978/373-3066

July 6, 2016

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

Re: Change to Zoning Map  
1124 Main Street  
Owner: 2 Pillsbury Street Realty Trust  
1112 Main Street  
Owner: 2 Pillsbury Street Realty Trust  
1096 Main Street  
Owner: Haverhill Bank

Dear Mr. Michitson:

Please be advised this office represents the above listed owners regarding the property located at 1124 , 1112 and 1096 Main Street being shown as Haverhill Assessor's Map 636 Block 2 Lots 1, 2, 3,4, 5 and 6 and Map 636 Block 1 Lot 2 and a portion of Main Street.

Said area to be rezoned is 4.45 acres and includes Map 636 Block 2 Lots 1 through 6, Map 636 Block 1 Lot 2 and a portion of the Southerly side of Rosedale Avenue and a portion of Rosemont Avenue. As well as the entire portion of Route 125 from the Southerly corner of Map 636 Block 1 Lot 2 to the Northerly corner of Map 637 Block 2 Lot 2.

I have filed with this request the appropriate plans and legal description.

The purpose of this request is to connect the existing commercial uses on the above referenced properties (which are currently located in the RM residential zone) to the abutting CH, commercial highway zone.

Kindly refer this matter to the Planning Board for its review. Should you have any questions, or need any additional information, please don't hesitate to contact me.

Sincerely yours,

Michael J. Migliori

MJM/dma

Enc.

c.c.: William Pillsbury  
Thomas Mortimer  
Charles Snell

For zoning ordinance by Aug 5th  
2016

A&M#: 2199-02

**LEGAL DESCRIPTION**  
**RE ZONING**  
**HAVERHILL, MA**

A certain parcel of land situated at the Northeast corner of Jaffarian Road and Route 125 in the City of Haverhill, County of Essex, Commonwealth of Massachusetts, bounded and described as follows:

The point of beginning (P.O.B. on the exhibit hereinafter referenced) being the South East corner of the parcel to be described hereafter; thence

Crossing Route 125 and running along the North side of Spruce Way one hundred twelve feet (112' more or less) to Haverhill Assessor's Lot (Map 636 Block 1 Lot 2B); thence turning and running

One hundred twenty-seven feet (127' more or less) along Haverhill Assessor's Lot (Map 636 Block 1 Lot 2B); thence turning and running

Two hundred fifty feet (250' more or less) along Haverhill Assessor's Lot (Map 636 Block 1 Lot 2B and Map 636 Block 1 Lot 9B); thence turning and running

One hundred seventy-nine feet (179' more or less) along Haverhill Assessor's Lot (Map 636 Block 1 Lot 9A) to the center line of Rosemont Avenue; thence turning and running

Following the center line of Rosemont Avenue two hundred forty feet (240' more or less) to a point; thence turning and running

Two hundred and nine feet (209' more or less) crossing Rosemont Avenue and along Haverhill Assessor's Lot (Map 636 Block 2 Lot 7); thence turning and running

Thirty-seven feet (37' more or less) along Haverhill Assessor's Lot (Map 636 Block 2 Lot 50); thence turning and running

Two hundred and eighteen feet (218' more or less) along Haverhill Assessor's Lot (Map 636 Block 2 Lot 50) to the center line of Rosedale Avenue; thence turning and running

Following the center line of Rosedale Avenue two hundred five feet (205' more or less) to the Westerly side of Route 125; thence continuing and running

One hundred eighty-nine feet (189' more or less) along Haverhill Assessor's Lot (Map 637 Block 2 Lot 3) and to the Northerly corner of Haverhill Assessor's Lot (Map 637 Block 2 Lot 2) said line being the Westerly side line of Route 125; thence turning and running

Sixty-four feet (64' more or less) across Main Street (Route 125) to Haverhill Assessor's Lot (Map 635 Block 2 Lot 2A) South West corner; thence turning and running

One hundred eighty-two feet (182' more or less) along Haverhill Assessor's Lot (Map 635 Block 3 Lot 13 and Map 635 Block 2 Lot 1) and part of Woodrow Avenue; thence continuing

Four hundred thirty-five feet (435' more or less) along Woodrow Avenue and Haverhill Assessor's Lot (Map 635 Block 3 Lot 13, Map 635 Block 3 Lot 12, and Map 635 Block 3 Lot 3); thence continuing

Three hundred forty feet (340' more or less) along Haverhill Assessor's Lot (Map 635 Block 3 Lot 3, Map 635 Block 3 Lot 2, Map 635 Block 3 Lot 1) to the point of beginning. The last 3 courses running along the Easterly side line of Route 125 (Main Street).

Said area to be rezoned is 4.45 acres and includes Map 636 Block 2 Lots 1 through 6, Map 636 Block 1 Lot 2 and a portion of the Southerly side of Rosedale Avenue and a portion of Rosemont Avenue. As well as the entire portion of Route 125 from the Southerly corner of Map 636 Block 1 Lot 2 to the Northerly corner of Map 637 Block 2 Lot 2.

4 SUMMER STREET  
HAVERHILL, MA 01830  
PHONE: (978) 374-2312  
FAX: (978) 373-8490

**HAVERHILL**  
CITY CLERK'S OFFICE  
MARGARETA TOOMEY, CITY CLERK

**FAX**

*Doc*

TO: KATIE - GAZETTE	FROM: MARIA BEVILACQUA			
FAX: 978-685-2432	DATE: July 7 2016			
PHONE: 978-946-2157	PAGES: 2 (INCLUDING COVER SHEET)			
RE: AD: Zoning Change Main St RM to CH zone	CC:			
<input type="checkbox"/> URGENT	<input type="checkbox"/> FOR REVIEW	<input type="checkbox"/> PLEASE COMMENT	<input type="checkbox"/> PLEASE REPLY	<input type="checkbox"/> PLEASE RECYCLE

*Hi Katie: please run this  
ad 2 times*

*Aug 5 + Aug 12 2016*

*Thanks - Maria*



# Haverhill

City Clerk's Office, Room 118  
Phone: 978-374-2312 Fax: 978-373-8490  
cityclerk@cityofhaverhill.com  
August 5 2016

Notice is hereby given that a hearing will be held for all parties interested, in the Council Chambers, City Hall Building, on Tuesday, August 23 2016; on a petition from Attorney Michael Migliori for applicants 2 Pillsbury Street Realty Trust and Haverhill Bank for Change to Zoning Map for properties at 1124, 1112 and 1096 Main st; being shown on Assessors Map 636, Block 2 Lots 1,2,3,4,5 and 6 and Map 636 Block 1 Lot 2 and a portion of Main st; to be rezoned to connect the existing commercial uses on the properties currently located in RM residential zone to the abutting CH, commercial highway zone

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

Linda L Koutoulas  
City Clerk

Advertise: **August 5 & August 12 2016**

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: \_\_\_\_\_

Address: \_\_\_\_\_

### Individual Applicant Information

Individual's Name: Megan Hammer & David Ratcliffe

Mailing Address: 33 Leroy Ave Haverhill, MA 01825

Telephone: 978-985-4696

Is the Applicant a US Citizen? Yes  No

E-Mail Address: Regina0713@earthlink.net

### Event Information

Date of Event: 10/01/16

Start Time: 11:30am End Time: 5pm

Location of Event: Winnekenni Castle

Purpose of Event: Wedding Reception

Will there be music or entertainment? Yes  No

Is the event being catered? Yes  No

Name of Caterer: Chicken Connection

Approximate number of People Attending

Adults: 90-100 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? Marchignotti, MUDC

**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 & Beers

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:  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 [Signature] Megan Hammer



# 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]* 6/28/16  
Chief of Police Date

*Joseph C. Blumstein* 7/7/16  
License Commission Date

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

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

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

\_\_\_\_\_



**City of Haverhill**  
**Application for Permit**

*200 people*

10.1

Name of Organization	Haverhill YMCA		
Address of Organization	81 Winter St Haverhill MA 01830		
Requesting Permit for (List Type of event)	Road Race	Date & Time	July 15, 2016 5:00pm
Location of Event	Pentucket Lake Elementary School		
Authorized or Contact Person	Barbara Berry	Telephone/Cell #/Pager # (Indicate if pager)	978.998.9471.

*(To be completed for use of City Property/Outdoor Activity and other Special Events)*

Approval of Fire Chief (Where applicable)			
Approval of the Recreational Director Required for all recreational facilities	Signature	Date	Comments/Restrictions
Approval of the Chief of Police Required for all OUTDOOR EVENTS La.: Parades/Carnivals/Community Events	<i>[Signature]</i>	<i>7/15/16</i>	<i>Approved</i>

**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 equity, more especially any and all claims as a result of the issuance of this permit and 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: *Barbara Berry* Date: *6-28-16*

Signature Witnessed by: *[Signature]* Date: *6/28/16*

City Council will hear request for application on: \_\_\_\_\_ (date) \_\_\_\_\_ (time)

Applicant must attend Yes [ ] No [ ]

**Office Use**

**Permit**

Permit approved on: \_\_\_\_\_ Proof of Insurance \_\_\_\_\_ # Detail Officers \_\_\_\_\_  
Policy Number/Exp. Date \_\_\_\_\_

Attendance Limited to: \_\_\_\_\_ Other Restrictions/requirements: \_\_\_\_\_

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

2016JUN28PM01:58HAYCITY



**City of Haverhill**  
**Application for Permit**

Name of Organization	Haverhill YMCA	
Address of Organization	81 Winter St Haverhill MA 01830	
Requesting Permit for (List Type of event)	Road Race	Date & Time July 15, 2016 5:00pm
Location of Event	Pentucket Lake Elementary School	
Authorized or Contact Person	Barbara Berry	Telephone/Cell #/Pager # (Indicate if pager) 978.998.9471.

*(To be completed for use of City Property/Outdoor Activity and other Special Events)*

Approval of Fire Chief (Where applicable)	<i>[Signature]</i> <i>[Date]</i> 6/28/16		
Approval of the Recreational Director Required for all recreational facilities	Signature	Date	Comments/Restrictions
Approval of the Chief of Police Required for all OUTDOOR EVENTS i.e. Parades/Carnivals/Community Events	Signature	Date	

**General Release & Indemnity Agreement**

The Above organization in consideration of the permit granted by the City Council as above requested hereby releases, 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 equity, more especially any and all claims as a result of the issuance of this permit and 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: *Barbara Berry* Date: *6-28-16*

Signature Witnessed by: *[Signature]* Date: *6/28/16*

City Council will hear request for application on: \_\_\_\_\_ (date) \_\_\_\_\_ (time)

Applicant must attend Yes [ ] No [ ]

**Office Use**  
**Permit**

Permit approved on: \_\_\_\_\_ Proof of Insurance \_\_\_\_\_ # Detail Officers \_\_\_\_\_  
Policy Number/Exp. Date \_\_\_\_\_

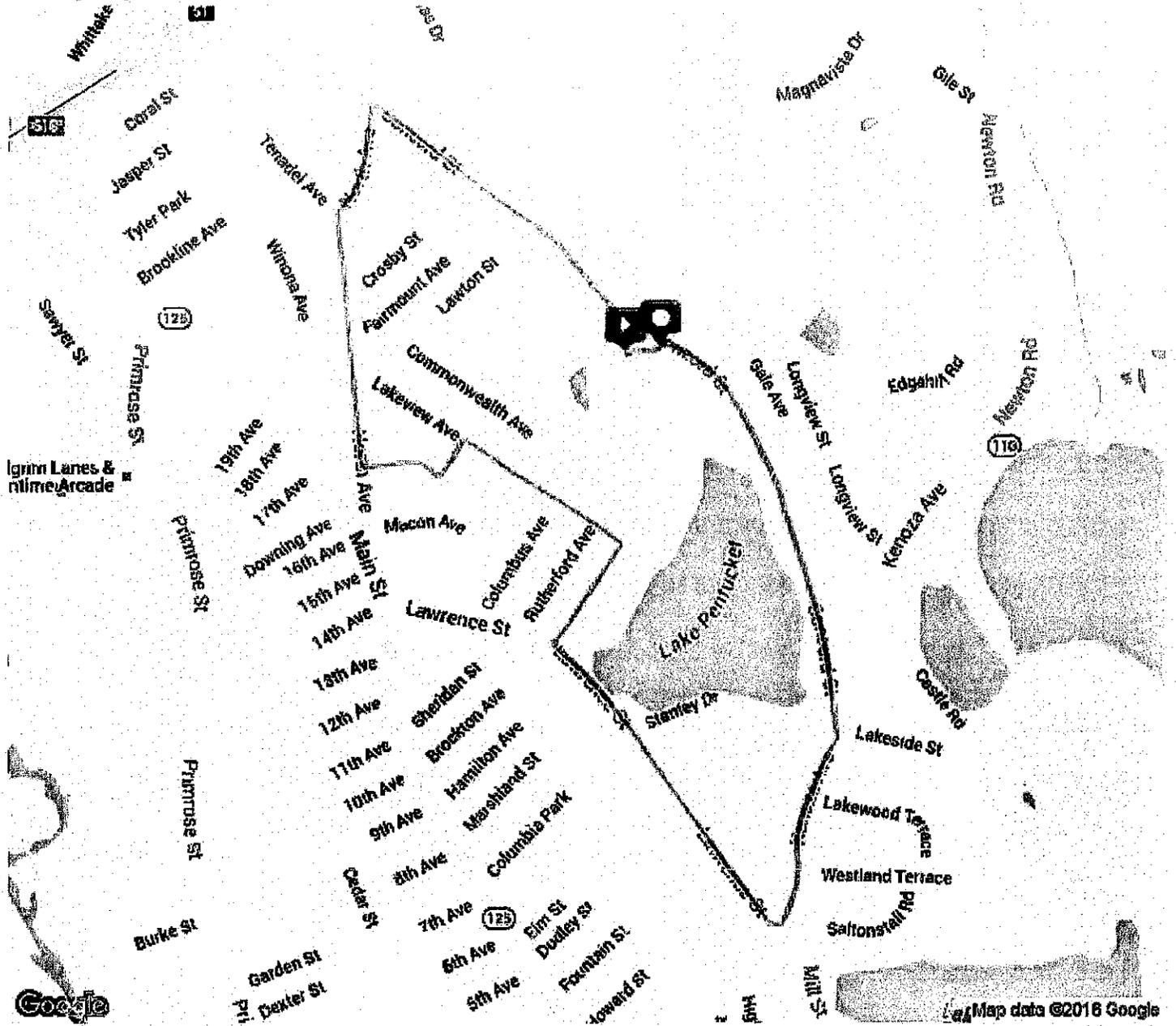
Attendance Limited to: \_\_\_\_\_ Other Restrictions/requirements: \_\_\_\_\_

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

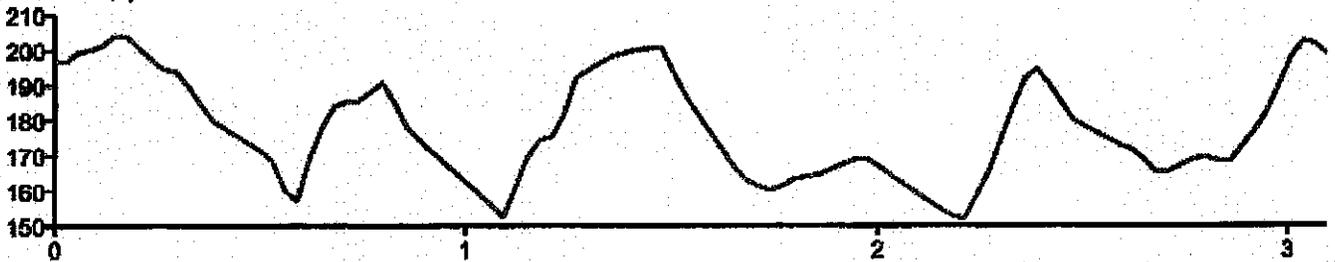


**David Curley Memorial 5K**  
 Distance: 3.1 mi  
 Elevation: 130.76 ft (Max: 205.51 ft)

mapmyrun



ELEVATION (ft)



Miles

Copyright © 2016 Mapbox, Mapbox Inc.

 Head northeast toward Concord St	0 mi (+0.06 mi)
 Head northeast toward Concord St	0.06 mi (+0 mi)
 Turn left onto Concord St Destination will be on the left	0.07 mi (+0.1 mi)
 Head northwest on Concord St	0.16 mi (+0.1 mi)
 Head northwest on Concord St toward Fairmount Ave	0.27 mi (+0.26 mi)
 Head northwest on Concord St toward North Ave	0.53 mi (+0.06 mi)
 Head west on Concord St toward North Ave	0.58 mi (+0 mi)
 Turn left onto North Ave	0.58 mi (+0.13 mi)
 Head southwest on North Ave toward Tenadel Ave	0.71 mi (+0.15 mi)
 Head south on North Ave toward Fairmount Ave	0.86 mi (+0.23 mi)
 Head south on North Ave toward Magnolia Ave	1.09 mi (+0 mi)
 Turn left onto Magnolia Ave Destination will be on the right	1.09 mi (+0.11 mi)
 Head southeast on Magnolia Ave toward Wellington Ave	1.2 mi (+0 mi)
 Turn left onto Wellington Ave	1.2 mi (+0.06 mi)
 Head northeast on Wellington Ave toward Lakeview Ave	1.26 mi (+0 mi)
 Turn right onto Lakeview Ave	1.27 mi (+0.26 mi)
 Head southwest on Brockton Ave toward Lawrence St	1.52 mi (+0.17 mi)
 Turn left onto Lawrence St	1.69 mi (+0 mi)
 Head southeast on Lawrence St toward Hamilton Ave Destination will be on the right	1.69 mi (+0.11 mi)
 Head southeast on Lawrence St toward Columbia Park Destination will be on the right	1.8 mi (+0.38 mi)
 Head northwest on Lawrence St	2.18 mi (+0 mi)
 Sharp right toward Kenoza Ave	2.18 mi (+0.02 mi)

 Turn left onto Kenoza Ave	2.2 mi (+0.05 mi)
 Head north on Kenoza Ave toward Westland Terrace	2.26 mi (+0.22 mi)
 Slight left onto Concord St	2.48 mi (+0 mi)
 Head north on Concord St toward Stanley Dr	2.48 mi (+0.31 mi)
 Head north on Concord St toward Victory Ave	2.79 mi (+0.29 mi)
 Head northwest on Concord St	3.08 mi (+0 mi)
 Turn left	3.08 mi (+0.02 mi)
 Destination	3.1 mi (+0 mi)

MapMyRun • <http://mapmyrun.com/routes/view/1016071227>





**City of Haverhill**  
**Application for Permit**

10.2

Name of Organization	Historic Highland's Association		
Address of Organization	125 Arlington St		
Requesting Permit for (List Type of event)	Block Party / Poster event	Date & Time	Sunday Aug. 7 <sup>th</sup> 2016 4A-7A
Location of Event	Windsor Park, From Arlington to Benney + Windsor Place		
Authorized or Contact Person	JASON JUSSEF	Telephone/Cell #/Pager # (Indicate if pager)	603-553-0173

\* Raindate August 14 2016 4:00 PM - 7:00 PM  
(To be completed for use of City Property/Outdoor Activity and other Special Events)

Approval of Fire Chief (Where applicable)			
Approval of the Recreational Director Required for all recreational facilities	Signature	Date	Comments/Restrictions
Approval of the Chief of Police Required for all OUTDOOR EVENTS I.e.: Parades/Carnivals/Community Events	Signature	Date	

**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 equity, more especially any and all claims as a result of the issuance of this permit and 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: \_\_\_\_\_ Date: 6/28/16

Signature Witnessed by: \_\_\_\_\_ Date: 6/28/16

City Council will hear request for application on: \_\_\_\_\_

Applicant must attend Yes [ ] No [ ] (date) (time)

**Office Use**  
**Permit**

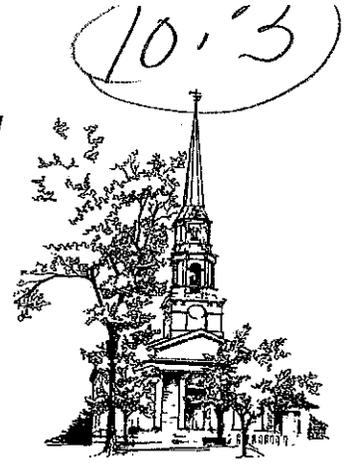
Permit approved on: \_\_\_\_\_ Proof of Insurance \_\_\_\_\_ # Detail Officers \_\_\_\_\_  
Policy Number/Exp. Date \_\_\_\_\_

Attendance Limited to: \_\_\_\_\_ Other Restrictions/requirements: \_\_\_\_\_

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

**The First Church of Christ, Bradford**

10 Church Street  
Bradford, Massachusetts 01835  
978-374-1114  
office@fccbradford.org



June 24, 2016

Dear City Council President John Michitson and members of the Haverhill City Council:

Please be advised that the Board of Trustees, associated with the First Church of Christ- Bradford, grants permission to Lauren Webber to hold concerts on the Bradford Common on the Sunday evenings of August 7<sup>th</sup>, August 14<sup>th</sup>, and August 21, 2016.

Our approval is contingent upon Lauren Webber meeting all the Haverhill City Council and Haverhill Police Department requirements.

Please contact us thru the church office (telephone number and e-mail address above) if you have any questions or concerns.

Very truly yours:

Martha Kelleher, Trustee

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

Name of Organization: First Church of Christ, Bradford

Address of Organization: 10 Church St., Bradford, MA 01835

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):

Concerts of live music

Date of Event: 8/7, 8/14, 8/21 2016 Time of Event: 6:00-8:00 pm

Location of Event: Bradford Common  
Indoor:  Outdoor:

Name and Address of the Owner of the Property: Trustees of The First  
Church of Christ, Bradford, MA 10 Church St. Bradford  
01835

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

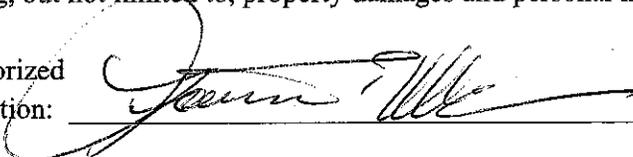
Number of Anticipated Attendees: 200

Number of Parking Spaces available on Site: 40

## 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:



Date:

6/24/2016

Signature Witnessed By:

Date:

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.***

**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: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

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

---

**Public Works Director:**

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

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

---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	<b>CONTACT NAME:</b> Amy J Fandrey <b>PHONE (A/C No. Ext.):</b> 1-800-554-2642 Option 1 <b>E-MAIL ADDRESS:</b> cs4@churchmutual.com <b>FAX (A/C No.):</b> 855-264-2329																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A:</td> <td>Church Mutual Insurance Company</td> <td>18767</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	Church Mutual Insurance Company	18767	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC#																			
INSURER A:	Church Mutual Insurance Company	18767																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> FIRST CHURCH OF CHRIST 10 CHURCH ST BRADFORD MA 01835-7902																					

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSD	WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0251210-02-880087	01/01/2016	01/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Liability Insurance to obtain a permit for musical event at the church located at 10 Church Street, Bradford, MA 01835 held on August 07, 2016, August 14, 2016 and August 21, 2016 with rain date. SRAP A225

<b>CERTIFICATE HOLDER</b> City of Haverhill 4 Summer ST Haverhill MA 01830-5841	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**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

# CITY OF HAVERHILL

12.

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

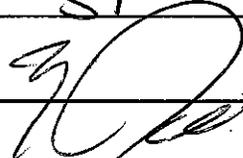
Type of license Pool Tables - 2 Tables

Name of business "The Tap"

Type of business Restaurant

Address of business 100 Washington St

PRINT APPLICANT NAME John Fahimian

  
APPLICANT'S SIGNATURE

HAVERHILL, June 23, 2016, 2015

### OFFICE USE ONLY

RENEW

No. \_\_\_\_\_  
FEE 90.00 #

IN MUNICIPAL COUNCIL, \_\_\_\_\_, 2015

ATTEST:



APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

\_\_\_\_\_, CITY CLERK



POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

60430

Hearing July 12 2016

53

Hales Landing, LLC  
P.O. Box 23  
Tewksbury, MA 01876

April 14, 2016

Haverhill City Council  
4 Summer Street, Room 204  
Haverhill, MA 01830  
Attn: John A. Michitson, President

RE: Acceptance of Robert Road & Lisa Lane

Dear President Michitson and Members of the City Council:

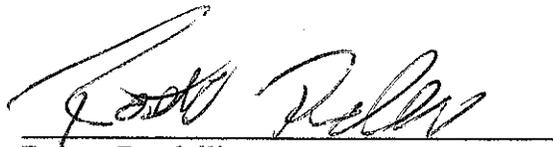
This letter is to request to be placed on the next regularly scheduled City Council meeting to discuss the acceptance of the Roads at the Hales Landing subdivision, known as Robert Road and Lisa Lane.

Also, we would like to waive the 65 day hearing requirement.

If you have any questions please call Robert Pondelli at (978) 851-4759.

Danville 978-851-4759

Thank you,



Robert Pondelli  
Hales Landing, LLC

IN CITY COUNCIL: April 26 2016  
REFER TO PLANNING BOARD AND  
VOTED: that COUNCIL HEARING BE HELD  
JULY 12 2016

Attest:

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

LEGAL DESCRIPTION  
LISA LANE

Beginning at a point at the northwest intersection of Robert Road with Lisa Lane at a point of curvature running:

S 42° – 00' – 37" E	101.70'	along Robert Road to a point of curvature, thence
S 42° – 00' – 37" E	320.13'	to a point of curvature, thence
R = 250.00'	L = 196.34'	along a curve to the right to a point of compound curvature, thence
R = 25.00'	L = 23.55'	along a curve to the right to a point of reverse curvature, thence
R = 60.00'	L = 301.53'	along a curve to the left to a point of reverse curvature, thence
R = 25.00'	L = 23.55'	along a curve to the right to a point of reverse curvature, thence
R = 300.00'	L = 235.62'	along a curve to the left to a point of curvature
N 42° – 00' – 37" W	525.00'	to a point of curvature, thence
R = 275.00'	L = 255.79'	along a curve to the right to a point of compound curvature, thence
R = 25.00'	L = 38.97'	along a curve to the right to a point of reverse curvature, thence
R = 60.00'	L = 262.45'	along a curve to the left to a point of compound curvature, thence
R = 325.00'	L = 408.41'	along a curve to the left to a point of curvature, thence
S 42° – 00' – 37" E	103.17'	to a point of curvature at Robert Road, said point being the point of beginning.

Said right of way is shown on "Street Acceptance Plan Robert Road and Lisa Lane in Haverhill, Massachusetts, Scale 1" = 40', January 4, 2016, by Merrimack Engineering Services, 66 Park Street, Andover, Massachusetts, 2 sheets." In addition, any easements shown on the plan are to be conveyed with the roadway acceptance, to the City of Haverhill.

LEGAL DESCRIPTION  
ROBERT ROAD

Beginning at a point on the north side of Groveland Road, at a point of curvature at the southwest corner of the roadway, running

S 46° – 26' – 56" E	96.82'	along Groveland Road to a point of curvature, thence
R = 25.00'	L = 27.05'	along a curve to the right to a point, thence
S 18° – 10' – 50" W	328.23'	to a point of curvature, thence
R = 300.00	L = 209.44'	along a curve to the right, thence
N 58° – 28' – 50" E	224.70'	to a point of curvature, thence
R = 25.00'	L = 34.69'	along a curve to the right to a point of curvature and Lisa Lane, thence
N 42° – 00' – 37" W	101.70'	along Lisa Lane to a point of curvature, thence
R = 25.00'	L = 43.85'	along a curve to the right to a point of curvature, thence
S 58° – 28' – 50" W	206.19'	to a point of curvature, thence
R = 350.00'	244.34'	along a curve to the left to a point of curvature, thence
S 18° – 28' – 50" W	284.28'	to a point of curvature, thence
R = 25.00'	L = 38.71'	along a curve to the right to a point of curvature and a point on Groveland Road, said point being the point of beginning

Said right of way is shown on "Street Acceptance Plan Robert Road and Lisa Lane in Haverhill, Massachusetts, Scale 1" = 40', January 4, 2016, by Merrimack Engineering Services, 66 Park Street, Andover, Massachusetts, 2 sheets." In addition, any easements shown on the plan are also to be conveyed with the roadway acceptance, to the City of Haverhill.



# Haverhill

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

DATE: July 8, 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: Street acceptance for Robert Road and Lisa Lane**

On June 13, 2016 the Haverhill Planning Board made a favorable recommendation to accept Robert Road and Lisa Lane.

The City engineer has reviewed the final plans and finds that the roadways have been completed in accordance with the approved definitive plans. All as-built plans have been reviewed and approved by the city engineer, and that the legal description of the roadway to be accepted has been approved by the City engineer. Then as required by the state subdivision control law, the city council has been requested to accept the above streets as public ways.

As Planning director, I concur with the planning boards action and recommend that the city council formally accept the above referenced streets as proposed.

**RECOMMENDATION: Approve the street acceptances as proposed.**



2016 JUN 13 PM 03:47:49 CITY

CITY OF HAVERHILL  
MASSACHUSETTS 01830

CITY HALL, ROOM 201  
FOUR SUMMER STREET  
HAVERHILL, MASSACHUSETTS 01830  
TELEPHONE 374-2330  
FAX 374-2315

PLANNING BOARD

June 13, 2016

City Council President John A. Mitchison  
& City Councilors  
City of Haverhill

**RE: Petition to Accept Robert Road and Lisa Lane of Hales Landing as public ways;  
Owner/Applicant, Robert Pondelli**

Members Present: Bill Evans, Karen Peugh, Karen Buckley, Kenneth Cram, Jack Everette, Bob Driscoll, and Paul B. Howard  
Members Absent: Alison Colby Campbell & April DerBoghossian  
Also Absent: William Pillsbury, Jr., Economic Develp. & Planning Director  
Present: Lori A. Woodsum, Office Manager

Dear City Council President and City Councilors:

The Haverhill Planning Board at its meeting held on June 8, 2016, Wednesday Evening, at 7:00 p.m. in Room 202, Haverhill City Hall heard the above-cited petition to accept Robert Road and Lisa Lane as a public ways. Member Jack Everette read the rules for a public hearing. The audience was made aware that they could leave their name and address with the clerk in case of an appeal at the end of this hearing, and if an appeal was taken the department would notify them.

Chairman Paul B. Howard informed the board members and people in the audience that the City Council had forwarded this request to the planning board that was before the board for this meeting. It was circulated to the various city departments for review and comment. It was noted that Director Pillsbury had previously recommended in his memo to the board dated 6-6-16, to forward a favorable recommendation to the city council relative to street acceptance for Robert Road and Lisa Lane which recently was completed and to forward a recommendation to the city council to accept the streets for Robert Road and Lisa Lane as public ways.

The chairman informed the board members that various reports were received from the city departments. Deputy Fire Chief William F. Laliberty in his report addressed to Director Pillsbury dated 5/2/16 noted that the fire department did not object to accepting Robert Road and Lisa Lane

**Street Acceptance and Escrow Reduction for Robert Road and Lisa Lane  
6-8-16 Planning Board Meeting**

as public roadways. But requested that the Fire Department reserved the right to comment on matters which the fire department is required to comment on and or approve. The chairman also noted that a report was received from Robert E. Moore, Environmental Health Technician, for Conservation dated 5/9/16. In his report to the board it was noted that an order of conditions were issued under the Wetlands Protection Act and the City's wetlands protection ordinance. A Certificate of Compliance was obtained from the Conservation Commission to certify the completion of this project. there were a number of ongoing conditions that were attached to this certificate; many address issues of storm water and roadway system maintenance noted in his report that if the city was to accept the roadways as public ways then the City would be accepting responsibility for the maintenance of the storm water management components within the right of way in accordance with these conditions. Maintenance of the storm water management components on the private lots (i.e. roof runoff drywells and storm water basins), would remain the responsibility of the homeowners association. He had no objections to the acceptance of these roadways.

John Pettis, III, in an e-mail dated 6/8/16 recommended that the escrow account held for completion of all work for Robert Road & Lisa Lane at Hales Landing be reduced to a zero balance. (See attached e-mail).

Note: No other city department reports were received to date.

**MOTION**

After board consideration Member Karen Peugh motioned favorably to forward a favorable recommendation to city council for street acceptance for Robert Road and Lisa Lane. Member Bill Evans seconded the motion with Members Karen J. Peugh, Bill Evans, Kenneth Cram, Karen Buckley, Jack Everette, Bob Driscoll and Paul B. Howard all voting in favor. Members Alison Colby Campbell and April DerBoghosian were absent. Motion passed to forward a favorable recommendation for the street acceptance of Robert Road and Lisa Lane at Hales Landing Definitive Subdivision.

Signed,

*Paul B. Howard*

Paul B. Howard  
Chairman



Cc: Street Acceptance File for Tersolo and Snow Road  
Mayor James Fiorentini  
City Council (copy)  
City Clerk (original)  
John Pettis III, City Engineer  
William Cox, Jr., City Solicitor  
City Departments  
Developer Robert Pondelli; [homestead1030@gmail.com](mailto:homestead1030@gmail.com)  
Mark Leff, Sr. Vice President; Salem Five Bank;



# Haverhill

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

January 13, 2016

## **MEMO TO: HAVERHILL PLANNING BOARD**

**Subject: *Definitive Plan – Robert Road & Lisa Lane (Hales Landing) - Bond Reduction, Lots 1 thru 26***

As per your request, we have reviewed the subject bond, inspected the roadway and associated improvements, and compared the quantities to the roadway plan. The calculations indicate that the following items remain unfinished.

1. As built drawings
2. Stone bounds
3. Maintain erosion control
4. Street trees

As the value of the remaining items is less than 20% of the original bond estimate I recommend the bond be reduced to the 20% value (\$123,418) per Subdivision Regulation standard.

Sincerely,

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

C: Stankovich, Ward, Hunter, [homestead1030@gmail.com](mailto:homestead1030@gmail.com)



# Haverhill

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

June 8, 2016

## MEMO TO: HAVERHILL PLANNING BOARD

Subject: ***Definitive Plan – Robert Road & Lisa Lane (Hales Landing) - Bond Reduction, Lots 1 thru 26***

As per your request, we have reviewed the subject bond, inspected the roadway and associated improvements, and compared the quantities to the roadway plan. The calculations indicate that all items have been completed. I therefore recommend that the bond be reduced to \$0.

Please contact me if you have any questions.

Sincerely,

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

C: Stankovich, Ward, Hunter, [homestead1030@gmail.com](mailto:homestead1030@gmail.com)

2016JUN17PM0202HARV CITY



RECEIVED  
MAY 10 2016

Econ Devlp & Planning  
& B.O.A.

June mtg  
**Haverhill**

Economic Development and Planning  
Conservation Department  
Phone: 978-374-2334 Fax: 978-374-2366  
[rmoore@cityofhaverhill.com](mailto:rmoore@cityofhaverhill.com)  
[conservation@cityofhaverhill.com](mailto:conservation@cityofhaverhill.com)

MEMO TO: William Pillsbury, Economic Development and Planning Director  
FROM: Robert E. Moore, Jr., Environmental Health Technician *RE*  
DATE: May 9, 2016  
RE: Street Acceptance – Robert Pondelli for Robert Road & Lisa Lane  
Hale's Landing

The Conservation Commission regulated the construction of this subdivision through an Order of Conditions issued under the Wetlands Protection Act and the City's wetlands protection ordinance. The applicant obtained a Certificate of Compliance from the Commission to certify the satisfactory completion of this project. A number of "Ongoing Conditions" were attached to this Certificate; many address issues of stormwater and roadway system maintenance.

Should the City accept these roadways, the City would be accepting responsibility for the maintenance of the stormwater management components within the right-of-way in accordance with these conditions. Maintenance of the stormwater management components on the private lots (for example, roof runoff drywells and stormwater basins) would remain the responsibility of the homeowners association. In conclusion, I have no objections to the acceptance of these roadways.

C: John H. Pettis, III, PE, City Engineer (email)  
Paul Jessel, Collection Systems Supervisor (email)



# Haverhill Fire Department

## Fire Prevention / Investigation Unit



James J. Fiorentini  
Mayor

John E. Parow  
Fire Chief

D/C William F. Laliberty  
Lieut. Roger E. Moses  
Insp. Johnathan W. Pramas

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

May 2, 2016

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

RECEIVED  
MAY 03 2016  
Econ Devlp & Planning  
& B.O.A.

Re: Robert Road and Lisa Lane/ Hale's Landing/ Street Acceptance

The planning, design and construction of new buildings, renovation of existing buildings and structures to provide egress facilities, fire protection and built-in fire protection equipment shall be in accordance with 780 CMR; and any alterations, additions or changes in buildings required by the provisions of 527 CMR which in the scope of 780 CMR, 8<sup>th</sup> edition, shall be made in accordance therewith. (527 CMR 1.04(4) and 780 CMR 101.2)

Plans approved by the fire department are approved with the intent they comply in all respects to 780 CMR 527 CMR 1.00, MGL Chapter 148 and any City of Haverhill ordinance. Any omissions or errors on the plans do not relieve the applicant of complying with applicable requirements.

I have reviewed the submitted Street Acceptance plans for the address stated above and in the interest of public safety, have the following comments:

- **The fire department does not object to accepting Robert Road and Lisa Lane as public roadways. However, the fire department reserves the right to comment on matters which the fire department is required to comment on and or approve.**

Respectfully,

Deputy Fire Chief William F. Laliberty  
Haverhill Fire Prevention Division

**Haverhill Planning Board**

**Meeting Date:** 6/8/16

①

Robert  
Rond  
&  
Lisa  
Lane

**Case:** Attendance

**Case:** Hales Landing  
Street acceptance

**Motion:** \_\_\_\_\_

Karen Peugh

**Grant/Deny/With or Without Stip.**

**Grant/Deny/W-WO Stip.**

Favorable Recommendation

**Second:** \_\_\_\_\_

**Second:** Bill Evans

**Y=yes N=no Abst=abstain  
A=Absent**

**Y=yes N=no Abst=abstain  
A=Absent**

**Karen J. Peugh** Y

**Karen J. Peugh** Y

**Bill Evans** Y

**Bill Evans** Y

**Karen Buckley** Y

**Karen Buckley** Y

**April DerBoghosian, Esq.** A

**April DerBoghosian, Esq.** A

**Kenneth Cram** Y

**Kenneth Cram** Y

**Alison Colby Campbell** A

**Alison Colby Campbell** A

**Jack Everette** Y

**Jack Everette** X

**Bob Driscoll** Y

**Bob Driscoll** Y

**Paul B. Howard** Y

**Paul B. Howard** Y



15.1.1

DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

**IT APPEARING** that the common convenience and necessity require it,

It is hereby  
That the following street herein described be accepted as a  
**Public Way**

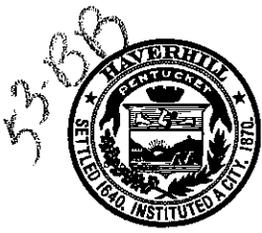
Robert Road

Beginning at a point on the north side of Groveland Road, at a point of curvature at the southwest corner of the roadway, running

S 46° - 26' - 56" E	96.82'	along Groveland Road to a point of curvature, thence
R = 25.00'	L = 27.05'	along a curve to the right to a point, thence
N 18° - 10' - 50" E	328.23'	to a point of curvature, thence
R = 300.00	L = 209.44'	along a curve to the right, thence
N 58° - 28' - 50" E	224.70'	to a point of curvature, thence
R = 25.00'	L = 34.69'	along a curve to the right to a point of curvature and Lisa Lane, thence
N 42° - 00' - 37" W	101.70'	along Lisa Lane to a point of curvature, thence
R = 25.00'	L = 43.85'	along a curve to the right to a point of curvature, thence
S 58° - 28' - 50" W	206.19'	to a point of curvature, thence
R = 350.00'	244.34'	along a curve to the left to a point of curvature, thence
S 18° - 28' - 50" W	284.28'	to a point of curvature, thence
R = 25.00'	L = 38.71'	along a curve to the right to a point of curvature and a point on Groveland Road, said point being the point of beginning

For Hearing July 12 2016

Said right of way is shown on "Street Acceptance Plan Robert Road and Lisa Lane in Haverhill, Massachusetts, Scale 1" = 40', January 27, 2016, by Merrimack Engineering Services, 66 Park Street, Andover, Massachusetts, 2 sheets," and is on file at the Haverhill Engineering office as Plan 2B 3578, file #15857. In addition, any easements shown on the plan are also to be conveyed with the roadway acceptance, to the City of Haverhill.



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

15.1.2

ORDERED:

**IT APPEARING** that the common convenience and necessity require it,

It is hereby  
That the following street herein described be accepted as a  
**Public Way**

Lisa Lane

Beginning at a point at the northwest intersection of Robert Road with Lisa Lane at a point of curvature running:

S 42° - 00' - 37" E	101.70'	along Robert Road to a point of curvature, thence
S 42° - 00' - 37" E	320.13'	to a point of curvature, thence
R = 250.00'	L = 196.34'	along a curve to the right to a point of compound curvature, thence
R = 25.00'	L = 23.55'	along a curve to the right to a point of reverse curvature, thence
R = 60.00'	L = 301.53'	along a curve to the left to a point of reverse curvature, thence
R = 25.00'	L = 23.55'	along a curve to the right to a point of reverse curvature, thence
R = 300.00'	L = 235.62'	along a curve to the left to a point of curvature
N 42° - 00' - 37" W	525.00'	to a point of curvature, thence
R = 275.00'	L = 255.79'	along a curve to the right to a point of compound curvature, thence
R = 25.00'	L = 38.97'	along a curve to the right to a point of reverse curvature, thence
R = 60.00'	L = 262.45'	along a curve to the left to a point of compound curvature, thence
R = 325.00'	L = 408.41'	along a curve to the left to a point of curvature, thence

For Hearing July 12 2016

S 42° - 00' - 37" E

103.17'

to a point of curvature at Robert Road, said point being the point of beginning.

Said right of way is shown on "Street Acceptance Plan Robert Road and Lisa Lane in Haverhill, Massachusetts, Scale 1" = 40', January 4, 2016, by Merrimack Engineering Services, 66 Park Street, Andover, Massachusetts, 2 sheets," and is on file at the Haverhill Engineering office as Plan 2B 3578, file #15857. In addition, any easements shown on the plan are also to be conveyed with the roadway acceptance, to the City of Haverhill.

53-803

LISA LANE



DOCUMENT

16.1

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

THAT the city transfer \$12,500.00 from *FY16 Police Salary* to *Police Expense-Other Municipal Buildings Maintenance*.

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

July 8, 2016

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

RE: Order

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

Attached is an order that the city transfer \$12,500.00 from FY16 Police Salary to Police Expense-Other Municipal Buildings Maintenance.

I recommend approval.

Very truly yours,

  
James J. Fiorentini, Mayor

JJF/dsvd



**HAVERHILL  
POLICE DEPARTMENT  
40 Bailey Blvd.  
Haverhill, Massachusetts 01830**

**Alan R. DeNaro  
Chief of Police**

**TEL. (978) 722-1502  
FAX. (978) 373-3981**

June 23, 2016

Mayor James J. Fiorentini  
Office of the Mayor  
4 Summer Street – Room 102  
Haverhill, MA 01830

Re: Transfer of monies

Dear Mayor Fiorentini:

I am requesting to transfer \$12,500.00 from Police Salaries & Wages 1010000.1.0210.5110 to the following police account:

1010000.1.0210.5248 (Other Mun. Bldgs.Maint)	\$12,500.00
--	-------------

Should you require any additional information regarding this request I will be available to discuss it in executive session should you request.

Sincerely,

Alan R. DeNaro  
Chief of Police



DOCUMENT

16.2

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

THAT the city transfer the amount of **\$6,305.13** from *FY16 Wastewater Expense-Int & Maturities* to the following Wastewater Salary accounts in the amounts stated:

Sewer Salaries	\$4,028.01
Wastewater Salaries	\$2,277.12

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

July 8, 2016

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

RE: Order

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

Attached is an order that the city transfer \$6,305.13 from FY16 Wastewater Expense-Int & Maturities to the flowing Wastewater Salary accounts:

Sewer Salaries	\$4,028.01
Wastewater Salaries	\$2,277.12

I recommend approval.

Very truly yours,

*James J. Fiorentini (dsvd)*

James J. Fiorentini, Mayor

JJF/dsvd



# Haverhill

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

July 7, 2016

To: The Honorable James J. Fiorentini  
Mayor of Haverhill

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

Subject: Request to Transfer

It is hereby requested that the sum of \$ 6,305.13 be transferred from Interest & Maturities (Principal on Long Term Debt) to Salary & Wages Sewer and Salary & Wages Wastewater.

If you need additional information, do not hesitate to call me at extension 2328 or via email at [rward@haverhillwater.com](mailto:rward@haverhillwater.com).

cc: John A. Michitson, City Council President  
and Members of the City Council  
Mike Stankovich, DPW Director  
Charlies Benevento, Finance Director  
Alica T. McOsker, CTP, Treasurer  
William Pauk, Finance/Project Manager



Document  
CITY OF HAVERHILL

1613

In Municipal Council

Ordered:

That the sum of \$2,853,653.18 be transferred to/from the following accounts as stated below to close out FY2016:

FROM:		TO:	
Amount	Account	Amount	Account
1,349,871.23	Benefits-Group Insurance	1,286,534.93	Debt Expenses
746,500.00	Other-Budget Reserve	843,975.05	Snow and Ice Expenses
127,752.94	Other-Budget Salary Reserves	167,203.34	Benefits-Medicare
119,159.00	Debt Expenses	141,527.75	Legal Expenses
111,987.00	Benefits-Retiree Medical Claims	91,745.65	Building Maint Expenses
94,720.84	Snow and Ice Salary	60,089.52	Street Light Expenses
75,353.96	Liability Insurance Premiums	39,053.03	Benefits-Workers Comp School
60,089.52	Benefits-Vacation Buy-Back	20,535.48	Highway Salaries
34,090.23	Building Maint Salaries	19,663.40	Rec Salaries
29,772.92	Parks Salaries	19,649.88	Vehicle Maint Salaries
26,408.00	Benefits-Workers Comp City	19,595.71	MIS Expenses
23,504.71	MIS Salaries	18,640.62	Parks Salaries
17,000.00	Legal Expenses	11,530.67	Citizen Ctr Salaries
12,645.03	Benefits-Unemployment Insurance Essex North Shore Aggie & Tech School	10,710.97	Auditor Expenses
12,278.44		9,405.84	Refuse Collection Salaries
3,096.95	Citizen Ctr Expenses	9,158.01	Citizen Ctr Expenses
2,509.27	Clerk Expenses	7,693.37	Economic Dev Salaries
2,076.95	Highway Expenses	7,129.16	Clerk Salaries
1,994.15	Assessor Salaries	6,905.37	Mayor Salaries
1,000.00	Vehicle Maint Salaries	6,541.53	HR Salaries
775.15	Treas/Collector Expenses	5,792.04	Health Inspection Expenses
615.17	Economic Dev Salaries	5,696.95	Auditor Salaries
187.13	Auditor Expenses	5,544.94	Senior Ctr Salaries
79.08	Health/Inspector Expenses	5,031.94	Rec Expenses
70.23	Economic Dev Expenses	4,290.63	Public Works Admin Expenses
58.28	Veterans Expenses	3,922.77	Health Inspection Salaries

57.00	Public Works Admin Expenses	3,909.00	HR Expenses
		3,345.53	Council Salaries
		3,312.12	Public Works Admin Salaries
		2,076.95	Highway Expenses
		2,059.27	Clerk Expenses
		1,994.15	Assessor Salaries
		1,753.60	Mayor Expenses
		1,684.18	Purchasing Salaries
		1,434.78	Vehicle Maint Expenses
		1,140.15	Conservation Salaries
		999.66	Legal Salaries
		966.54	Veterans Salaries
		775.15	Trea/Collector Expenses
		504.04	Building Maint Salaries
		70.23	Economic Dev Expenses
		58.28	Veterans Expenses
		1.00	Whittier Reg Vo Tech

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

July 8, 2016

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

RE: Order

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

Attached is an order for \$2,853,653.18 to be transferred to and from the accounts listed in the letter. This order is required to close out FY2016.

I recommend approval.

Very truly yours,

*James J. Fiorentini (dsvd)*

James J. Fiorentini, Mayor

JJF/dsvd



DOCUMENT

16.4

# CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the State Primaries to be held in the several wards in the City on THURSDAY, THE EIGHTH day of SEPTEMBER, 2016; the polls to open at seven o'clock in the forenoon and to close at eight o'clock in the evening, and to be held in accordance with the provisions of Chapter 53 of the General Laws and amendments thereto.

The voters of the Democratic, Republican, Green-Rainbow and United Independent Parties are requested to meet at their respective ward rooms, as designated, on the above date and give in their votes for the nomination of candidates of their respective parties for REPRESENTATIVE IN CONGRESS for the Third Congressional District; COUNCILLOR for the Fifth Councillor District; SENATOR IN GENERAL COURT for the First Essex Senatorial District; One REPRESENTATIVE IN GENERAL COURT for the Second Essex Representative District; One REPRESENTATIVE IN GENERAL COURT for the Third Essex Representative District; ONE REPRESENTATIVE IN GENERAL COURT for the Fourteenth Essex Representative District; One REPRESENTATIVE IN GENERAL COURT for the Fifteenth Representative District; SHERIFF for Essex County.

And be it further

ORDERED: That notice of the above meeting shall be posted on the Municipal Bulletin Board and in the City Clerk's Office.

File 10 days  
17.1



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

~~ORDERED~~  
MUNICIPAL ORDINANCE

CHAPTER 240

**An Ordinance Relating to Parking  
(Swasey Street—Delete Handicap Parking)**

BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-85 Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended, by deleting the following:

LOCATION	REGULATION	HOURS/DAYS
<u>Swasey Street</u> In front of gate to Buttonwoods Day Health Center (except for 2 30-minute handicapped parking spaces at Swasey Street	No Parking	24Hours

APPROVED as to legality:

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



**CITY OF HAVERHILL**  
MASSACHUSETTS 01830

CITY HALL, ROOM 201  
FOUR SUMMER STREET  
HAVERHILL, MASSACHUSETTS 01830  
TELEPHONE 374-2330  
FAX 374-2315

PLANNING BOARD

June 30, 2016

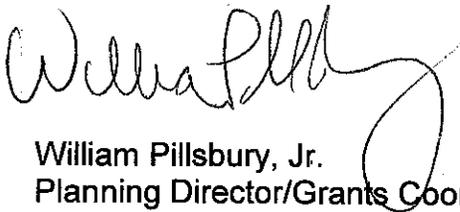
John A. Michitson, Council President  
& City Council Members  
City Hall—Room 204  
City of Haverhill

**RE: Swasey Street—REQUEST TO DELETE A HANDICAP PARKING SPACE**

Dear Council President Michitson & Councilors:

As per your request dated 6-30-16, along with the request from Councillor McGonagle dated June 24, 2016 I am submitting a Municipal Ordinance to delete two handicapped parking spaces at the location of Swasey Street.

Sincerely,



William Pillsbury, Jr.  
Planning Director/Grants Coordinator

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  
citycnd@cityofhaverhill.com

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

June 30, 2016

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

RE: **Delete Handicap Ordinances – Swasey Street**

Dear Mr. Pillsbury:

At the City Council meeting held on June 28, 2016 the following item was placed on the agenda by Councillor McGonagle:

- Doc. # 61-V- Request for removal of 2 handicap parking spaces at Swasey Street as they are no longer needed. Please see attached ordinance.

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

Name of Street Location	Regulation	Hours/Days
From 170 feet east of Main Street east for 306 feet, except for 20 feet adjacent to a fire hydrant, south side	Time limited: 30 minutes	9:00 a.m. to 6:00 p.m., except 9:00 a.m. to 9:00 p.m. Fridays and days prior to legal holidays
South side, from the intersection of Main Street to the intersection with Stage Street [Added 11-30-1999 by Doc. 24-Q]	Time limited: 2 hours	24 hours
From Green Street east for 20 feet, south side [Added 6-11-1985 by Doc. 29-F]	No parking	—
From 20 feet east of Green Street east for 46 feet, south side [Added 6-11-1985 by Doc. 29-F; amended 11-12-1985 by Doc. 29-FF]	Time limited: 30 minutes	8:00 a.m. to 5:00 p.m. Mon. through Sat. inclusive, except legal holidays
In front of 106 Summer Street, north side [Added 8-14-2001 by Doc. 8-J]	Time limited: 2 hours	7:00 a.m. to 9:00 p.m.
134 Summer Street [Added 7-27-1993 by Doc. 26-N; repealed 4-18-2006 by Doc. 34-E]		
Swasey Street [Added 1-7-1992 by Doc. 78-C]		
2 ½ Swasey Street [Repealed 7-26-2005 by Doc. 32-I]		
* Swasey Street (Gate to the Buttonwoods Day Health Center) [Added 8-28-2001 by Doc. 49-P]		
In front of 20 Swasey Street, except for 1 24-hour handicapped parking space at No. 20 Swasey Street [Added 7-8-2014 by Doc. 12L]	No parking	24 hours
* In front of gate to the Buttonwoods Day Health Center (except for 2 30-minute handicapped parking spaces at Swasey Street)	Time limited: 30 minutes	24 hours
Temple Street [Added 5-9-1989 by Doc. 9-J]		
3 Temple Street [Added 11-1-2005 by doc. 32-M; repealed 1-3-2012 by Doc. 101-B/11]		
In front of 12 Temple Street [Amended 4-2-1996 by Doc. 18-H; repealed 7-14-2015 by Doc. 52-I]		



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

*file 10 days*  
**17.2**

~~ORDERED~~  
MUNICIPAL ORDINANCE

CHAPTER 240

**An Ordinance Relating to Parking  
(#31---4<sup>th</sup> Avenue—Request to —Establish 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 adding the following:

LOCATION	REGULATION	HOURS/DAYS
<b><u>31 4th Avenue</u></b>		
In front of No. 31 4 <sup>th</sup> Avenue except for 1-24 hour handicapped parking space at No. 31	No Parking	24 Hours

APPROVED as to legality:

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

**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  
citycncd@cityofhaverhill.com

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

June 30, 2016

TO: Mr. William Pillsbury  
Planning and Development Director

RE: **Document to Establish Handicap Parking Ordinance – 31 4<sup>th</sup> Avenue**

Dear Mr. Pillsbury:

At the City Council meeting held on June 28, 2016, the following request for a handicap parking space was approved and submitted by Chief DeNaro:

- Doc. 59-C – 31 4<sup>th</sup> Avenue

Would you kindly prepare the proper documents and place it on the next Council agenda for action. Thank you for your continued cooperation, consideration and assistance. It is appreciated.

Sincerely yours,

  
John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

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

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

*[Handwritten scribble]*

\*NEW   
\*RENEWAL

DATE OF REQUEST MAY 3 2016 DATE OF APPROVAL \_\_\_\_\_

NAME: John Connor

ADDRESS: 31 Fourth St, Haverhill, MA

TELEPHONE #: 978-397-7721

VEHICLE TYPE: 2010 Mazda CX7

PLATE #: 232 V57

Do you currently have off street parking at your residence?  Yes  No  
If yes, why is there a need for a handicap parking sign? \_\_\_\_\_

Did you have a handicap parking sign at a previous address?  Yes  No  
If yes, location? Lourence, MA

*BACKUP*

[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.**



**CITY OF HAVERHILL**  
MASSACHUSETTS 01830

PLANNING BOARD

CITY HALL, ROOM 201  
FOUR SUMMER STREET  
HAVERHILL, MASSACHUSETTS 01830  
TELEPHONE 374-2330  
FAX 374-2315

June 30, 2016

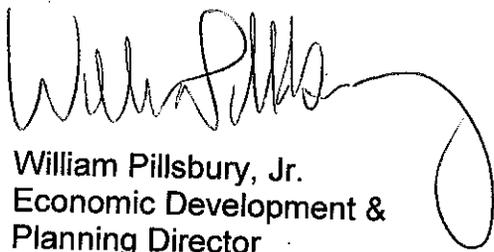
John A. Michitson, Council President  
& City Council Members  
City Hall—Room 204  
City of Haverhill

**RE: #31--- 4<sup>th</sup> Avenue—REQUEST TO ADD/ESTABLISH A HANDICAP  
PARKING SPACE**

Dear Council President Michitson & Councilors:

As per your request dated June 30, 2016, along with the request from Chief DeNaro dated May 3, 2016 I am submitting a Municipal Ordinance to allow a handicapped parking space at the location of #31—4<sup>th</sup> Avenue.

Sincerely,



William Pillsbury, Jr.  
Economic Development &  
Planning Director

WP/lw



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

*File 10 days*  
*17.3*

~~ORDERED~~  
MUNICIPAL ORDINANCE

CHAPTER 240

**An Ordinance Relating to Parking  
(71-73 High Street (2 spaces)—Establish 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 adding the following:

<b>LOCATION</b>	<b>REGULATION</b>	<b>HOURS/DAYS</b>
<b><u>71-73 High Street</u></b>		
In front of No. 71-73 High Street except for 2-24 hour handicapped parking spaces at No. 71-73	No Parking	24 Hours Monday -Friday

APPROVED as to legality:

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

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

*SMITH*  
*Backup*

\*NEW    
\*RENEWAL

DATE OF REQUEST 6-21-16 DATE OF APPROVAL \_\_\_\_\_

NAME: Phil Rice for Buttonwoods Adult Day Health Ctr.

ADDRESS: 71-73 High Street

TELEPHONE #: (978) 372-8734 (Phil Rice's Office)

VEHICLE TYPE: Central Wheelchair & Van Transportation

PLATE #: \_\_\_\_\_

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

\*If yes, why is there a need for a handicap parking sign? Need two spaces for use of Adult Day Health transportation area Monday-Friday only.\*

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

If yes, location? Swasey Street (Handicap ramp has been relocated)

*Phil Rice*  
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.**



CITY OF HAVERHILL  
MASSACHUSETTS 01830

PLANNING BOARD

CITY HALL, ROOM 201  
FOUR SUMMER STREET  
HAVERHILL, MASSACHUSETTS 01830  
TELEPHONE 374-2330  
FAX 374-2315

June 30, 2016

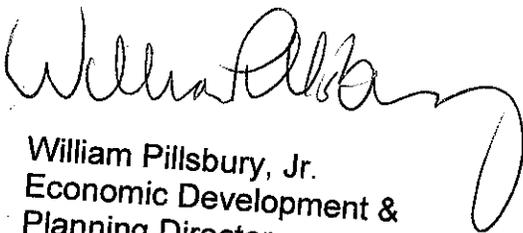
John A. Michitson, Council President  
& City Council Members  
City Hall—Room 204  
City of Haverhill

**RE: 71-73 High Street—REQUEST TO ADD/ESTABLISH 2-24 Hr. HANDICAP  
PARKING SPACES**

Dear Council President Michitson & Councilors:

As per your request dated June 30, 2016, along with the request from Chief DeNaro dated June 21, 2016, I am submitting a Municipal Ordinance to allow two 24 hour handicapped parking spaces at the location of #71-73 High Street.

Sincerely,



William Pillsbury, Jr.  
Economic Development &  
Planning Director

WP/lw

15-D



Document 15-D

182

CITY OF HAVERHILL

In Municipal Council June 28 2016

ORDERED: That the City appropriates Three Hundred Fifty Thousand Dollars (\$350,000) to pay costs of making various repairs to the police station, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(34) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 444 of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

PLACED ON FILE for at least 10 days  
Attest:

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

Loan order



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

June 24, 2016

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

RE: Loan Orders

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

I submit the following orders as part of our long term capital improvement plan. This needs to be filed for 10 days.

I recommend approval

Very truly yours,

*James J. Fiorentini (JFF)*

**James J. Fiorentini, Mayor**  
JJF/ah

15-E



Document 15-E

18.2

CITY OF HAVERHILL

In Municipal Council June 29 2016

ORDERED: That the City appropriates Four Hundred Twenty Thousand Dollars (\$420,000) to pay costs of purchasing and equipping a fire truck, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(9) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

PLACED ON FILE for at least 10 days

Attest:

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

loan order

15-F



Document 15-F

1823

CITY OF HAVERHILL

In Municipal Council June 28 2016

Loan Order

ORDERED: That the City appropriates One Hundred Ninety-Five Thousand Dollars (\$195,000) to pay costs of purchasing and equipping an aerial bucket truck for the use of the Department of Public Works, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(9) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 444 of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

PLACED ON FILE for at least 10 days

Attest:

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

15-G



Document 15-G

18.4

CITY OF HAVERHILL

In Municipal Council June 28 2016

ORDERED: That the City appropriates One Hundred Fifty Thousand Dollars (\$150,000) to pay costs of making various repairs to the dog pound, or in the alternative, replacing the dog pound, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(3) and/or Section 7(34) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 444 of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

PLACED ON FILE for at least 10 days

Attest:

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

15-H

15



Document 15-H

CITY OF HAVERHILL

In Municipal Council June 28 2016

ORDERED: That the City appropriates Three Hundred Fifty Thousand Dollars (\$350,000) to pay costs of making various repairs to Trinity Stadium, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(3A) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor.

FURTHER ORDERED: That in connection with the issuance of bonds or notes of the City pursuant to this Order, the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 444 of the General Laws any and all bonds of the City issued pursuant to this order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

PLACED ON FILE for at least 10 days

Attest:

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

Loan Order

4 SUMMER STREET  
HAVERHILL, MA 01830  
PHONE: (978) 374-2312  
FAX: (978) 373-8490

**HAVERHILL**  
**CITY CLERK'S OFFICE**  
MARGARETA TOOMEY, CITY CLERK

# FAX

TO: KATIE - GAZETTE

FROM: MARIA BEVILACQUA

FAX: 978-685-2432

DATE: *June 28 2016*

PHONE: 978-946-2157

PAGES: *2* (INCLUDING COVER SHEET)

RE: *Loan order AD*

CC:

URGENT

FOR REVIEW

PLEASE COMMENT

PLEASE REPLY

PLEASE RECYCLE

*(¥ 350,000) - repairs to Trinity Stadium*

Hi Katie =

*Please run this FRIDAY*

*July 1 2016 - in Tribune*

*Thanks!*

*Maria*



DOCUMENT 28-D

# CITY OF HAVERHILL

In Municipal Council June 28 2016

**ORDERED:**

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
WATER/WASTEWATER  
OFFICE & TECHNICAL GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 11-H of 2014 is hereby amended by the following:

**Amend ARTICLE VIII: WAGES and CLASSIFICATIONS to read as follows:**

**EFFECTIVE 7/1/2014 1.5% (For current employees as of 7/1/10)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water Maintenance Supervisor	\$1,350.91	\$1,410.97	\$1,465.96	\$1,507.52	\$1,558.78	\$1,609.44	
Treatment Plant Supervisor	\$1,350.91	\$1,410.97	\$1,465.96	\$1,507.52	\$1,558.78	\$1,609.44	\$1,660.14
Computer Specialist	\$1,308.53	\$1,316.83	\$1,394.75				
Chemist	\$1,212.05	\$1,257.92	\$1,299.50				
Wastewater Compliance Coordinator	\$1,212.05	\$1,257.92	\$1,299.50				
Water Service Inspector	\$980.34	\$1,070.60	\$1,110.94				
Billing/Collector Manager	\$980.34	\$1,070.60	\$1,110.94				
Wastewater Facility Manager	\$1,350.91	\$1,410.97	\$1,465.96	\$1,507.52	\$1,558.78	\$1,609.44	
Collection System Supervisor	\$1,350.91	\$1,410.97	\$1,465.96	\$1,507.52	\$1,558.78	\$1,609.44	\$1,660.14
Wastewater Chemist	\$921.24	\$1,020.63	\$1,170.71	\$1,212.05	\$1,257.92	\$1,299.50	
Wastewater Head Mechanic	\$1,020.78	\$1,094.03	\$1,118.98	\$1,165.06	\$1,210.89	\$1,252.47	
Executive Assistant to the Supt./Eng.	\$799.43	\$821.41	\$877.37	\$903.69	\$930.80	\$958.73	
Chief Financial/Administrative Assistant	\$799.43	\$821.41	\$839.59	\$865.14	\$890.54	\$916.69	

**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
Water Maintenance Supervisor	\$1,369.87	\$1,423.24	\$1,463.62			
Treatment Plant Supervisor	\$1,369.87	\$1,423.24	\$1,463.62			
Computer Specialist	\$1,270.42	\$1,278.48	\$1,354.12			
Chemist	\$1,176.74	\$1,221.29	\$1,261.64			
Wastewater Compliance Coordinator	\$1,176.74	\$1,221.29	\$1,261.64			
Water Service Inspector	\$951.79	\$1,039.41	\$1,078.59			
Billing/Collector Manager	\$951.79	\$1,039.41	\$1,078.59			
Wastewater Facility Manager	\$1,198.53	\$1,255.07	\$1,311.56	\$1,369.87	\$1,423.25	\$1,463.62
Collection System Supervisor	\$1,198.53	\$1,255.07	\$1,311.56	\$1,369.87	\$1,423.25	\$1,463.62
Wastewater Chemist	\$894.41	\$990.91	\$1,136.61	\$1,176.74	\$1,221.29	\$1,261.64
Wastewater Head Mechanic	\$991.04	\$1,062.17	\$1,086.39	\$1,131.12	\$1,175.61	\$1,215.99
Executive Assistant to the Supt./Eng.	\$776.14	\$797.49	\$851.81	\$877.37	\$903.69	\$930.81
Chief Financial/Administrative Assistant	\$776.14	\$797.49	\$815.13	\$839.94	\$864.61	\$889.99
Business Manager	\$1,048.70	\$1,098.17	\$1,147.62	\$1,198.64	\$1,245.34	\$1,280.65

7/1/10

2

EFFECTIVE 7/1/2015 1.5% (For current employees as of 7/1/10)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water Maintenance Supervisor	\$1,371.18	\$1,432.13	\$1,487.95	\$1,530.14	\$1,582.16	\$1,633.58	
Treatment Plant Supervisor	\$1,371.18	\$1,432.13	\$1,487.95	\$1,530.14	\$1,582.16	\$1,633.58	\$1,685.04
Computer Specialist	\$1,328.16	\$1,336.59	\$1,415.67				
Chemist	\$1,230.23	\$1,276.79	\$1,318.99				
Wastewater Compliance Coordinator	\$1,230.23	\$1,276.79	\$1,318.99				
Water Service Inspector	\$995.05	\$1,086.66	\$1,127.60				
Billing/Collector Manager	\$995.05	\$1,086.66	\$1,127.60				
Wastewater Facility Manager	\$1,371.18	\$1,432.13	\$1,487.95	\$1,530.14	\$1,582.16	\$1,633.58	
Collection System Supervisor	\$1,371.18	\$1,432.13	\$1,487.95	\$1,530.14	\$1,582.16	\$1,633.58	\$1,685.04
Wastewater Chemist	\$935.06	\$1,035.94	\$1,188.27	\$1,230.23	\$1,276.79	\$1,318.99	
Wastewater Head Mechanic	\$1,036.09	\$1,110.44	\$1,135.77	\$1,182.54	\$1,229.05	\$1,271.26	
Executive Assistant to the Supt./Eng.	\$811.42	\$833.73	\$890.53	\$917.24	\$944.76	\$973.11	
Chief Financial/Adminstrative Assistant	\$811.42	\$833.73	\$852.18	\$878.12	\$903.90	\$930.44	

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	Step 7
Water Maintenance Supervisor	\$1,390.42	\$1,444.59	\$1,485.57				
Treatment Plant Supervisor	\$1,390.42	\$1,444.59	\$1,485.57				
Computer Specialist	\$1,289.47	\$1,297.65	\$1,374.43				
Chemist	\$1,194.39	\$1,239.61	\$1,280.57				
Wastewater Compliance Coordinator	\$1,194.39	\$1,239.61	\$1,280.57				
Water Service Inspector	\$966.06	\$1,055.01	\$1,094.76				
Billing/Collector Manager	\$966.06	\$1,055.01	\$1,094.76				
Wastewater Facility Manager	\$1,216.50	\$1,273.89	\$1,331.24	\$1,390.42	\$1,444.60	\$1,485.57	
Collection System Supervisor	\$1,216.50	\$1,273.89	\$1,331.24	\$1,390.42	\$1,444.60	\$1,485.57	
Wastewater Chemist	\$907.83	\$1,005.77	\$1,153.66	\$1,194.39	\$1,239.61	\$1,280.57	
Wastewater Head Mechanic	\$1,005.91	\$1,078.10	\$1,102.68	\$1,148.09	\$1,193.25	\$1,234.23	
Executive Assistant to the Supt./Eng.	\$787.79	\$809.45	\$864.59	\$890.53	\$917.24	\$944.77	
Chief Financial/Adminstrative Assistant	\$787.79	\$809.45	\$827.35	\$852.54	\$877.58	\$903.34	
Business Manager	\$1,064.43	\$1,114.64	\$1,164.84	\$1,216.62	\$1,264.02	\$1,299.86	

EFFECTIVE 7/1/2016 1.75% (For current employees as of 7/1/10)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water Maintenance Supervisor	\$1,395.17	\$1,457.19	\$1,513.99	\$1,556.91	\$1,609.85	\$1,662.17	
Treatment Plant Supervisor	\$1,395.17	\$1,457.19	\$1,513.99	\$1,556.91	\$1,609.85	\$1,662.17	\$1,714.53
Computer Specialist	\$1,351.40	\$1,359.98	\$1,440.44				
Chemist	\$1,251.76	\$1,299.13	\$1,342.07				
Wastewater Compliance Coordinator	\$1,251.76	\$1,299.13	\$1,342.07				
Water Service Inspector	\$1,012.46	\$1,105.67	\$1,147.34				

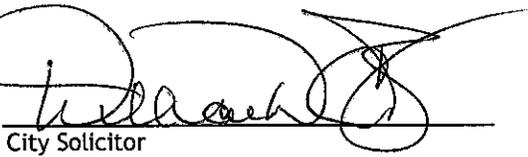
28-D

Billing/Collector Manager	\$1,012.46	\$1,105.67	\$1,147.34				
Wastewater Facility Manager	\$1,395.17	\$1,457.19	\$1,513.99	\$1,556.91	\$1,609.85	\$1,662.17	
Collection System Supervisor	\$1,395.17	\$1,457.19	\$1,513.99	\$1,556.91	\$1,609.85	\$1,662.17	\$1,714.53
Wastewater Chemist	\$951.42	\$1,054.07	\$1,209.07	\$1,251.76	\$1,299.13	\$1,342.07	
Wastewater Head Mechanic	\$1,054.22	\$1,129.87	\$1,155.64	\$1,203.23	\$1,250.56	\$1,293.51	
Executive Assistant to the Supt./Eng.	\$825.62	\$848.32	\$906.11	\$933.29	\$961.30	\$990.14	
Chief Financial/Adminstrative Assistant	\$825.62	\$848.32	\$867.09	\$893.49	\$919.72	\$946.73	

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
Water Maintenance Supervisor	\$1,414.75	\$1,469.87	\$1,511.57			
Treatment Plant Supervisor	\$1,414.75	\$1,469.87	\$1,511.57			
Computer Specialist	\$1,312.04	\$1,320.36	\$1,398.49			
Chemist	\$1,215.30	\$1,261.30	\$1,302.98			
Wastewater Compliance Coordinator	\$1,215.30	\$1,261.30	\$1,302.98			
Water Service Inspector	\$982.97	\$1,073.47	\$1,113.92			
Billing/Collector Manager	\$982.97	\$1,073.47	\$1,113.92			
Wastewater Facility Manager	\$1,237.79	\$1,296.18	\$1,354.53	\$1,414.75	\$1,469.88	\$1,511.57
Collection System Supervisor	\$1,237.79	\$1,296.18	\$1,354.53	\$1,414.75	\$1,469.88	\$1,511.57
Wastewater Chemist	\$923.71	\$1,023.37	\$1,173.85	\$1,215.30	\$1,261.30	\$1,302.98
Wastewater Head Mechanic	\$1,023.51	\$1,096.97	\$1,121.98	\$1,168.18	\$1,214.13	\$1,255.83
Executive Assistant to the Supt./Eng.	\$801.57	\$823.61	\$879.72	\$906.11	\$933.29	\$961.31
Chief Financial/Adminstrative Assistant	\$801.57	\$823.61	\$841.83	\$867.46	\$892.94	\$919.15
Business Manager	\$1,083.06	\$1,134.15	\$1,185.22	\$1,237.91	\$1,286.14	\$1,322.61

Approved as to legality:



City Solicitor

PLACED ON FILE for at least 10 days

Attest:

---

City Clerk



DOCUMENT 28-E

**CITY OF HAVERHILL**

In Municipal Council June 28 2016

**ORDERED:**

MUNICIPAL ORDINANCE  
AN ORDINANCE RELATING TO SALARIES

CHAPTER  
ADMINISTRATIVE & PROFESSIONAL POSITIONS

BE IT ORDAINED by the City Council of the City of Haverhill that Document 2-B of 2015 is hereby deleted in its entirety and the following be inserted in its place thereof:

EFFECTIVE 7/1/2016

1.75%

SEE ATTACHED PAGES

Approved as to legality:

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

PLACED ON FILE for at least 10 days

Attest:

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

**FY'17 SALARY SCHEDULE FOR ALL DEPARTMENTS (ADMINISTRATIVE/PROFESSIONAL POSITIONS) - EFFECTIVE JULY 1, 2016 1.75%**

DEPARTMENT	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TREASURER/COLLECTOR	TREASURER/COLLECTOR	\$ 96,663				
	ASSISTANT TREASURER/COLLECTOR	\$ 63,010	\$ 65,636	\$ 68,367	\$ 71,104	\$ 73,948
	PARKING STIPEND	\$ 3,000				
HEALTH & INSPECTIONAL SERVICES	DIRECTOR	\$ 50,756				
	BUILDING INSPECTOR	\$ 56,942	\$ 59,315	\$ 61,786	\$ 64,260	\$ 66,829
	PLUMBING AND GASFITTING INSPECTOR	\$ 51,335	\$ 53,475	\$ 55,703	\$ 57,932	\$ 60,249
	WIRE INSPECTOR	\$ 48,499	\$ 50,520	\$ 52,627	\$ 54,663	\$ 56,921
FIRE SAFETY SERVICES	FIRE CHIEF	\$ 125,000				
	CITY SOLICITOR	\$ 58,336	\$ 60,662	\$ 63,085	\$ 65,504	\$ 68,024
LAW ENFORCEMENT	POLICE CHIEF	\$ 190,490				
	DEPUTY POLICE CHIEF	\$ 134,310				
	EMERGENCY MANAGEMENT STIPEND	\$ 8,000				
	PUBLIC SAFETY COMMISSIONER STIPEND	\$ 26,000				
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT DIRECTOR	\$ 98,554	\$ 101,838	\$ 105,945	\$ 109,123	\$ 112,397
	PLANNING DIRECTOR/GRANTS COORDINATOR	\$ 88,016	\$ 90,543	\$ 93,175	\$ 96,899	\$ 100,778
	CDBG STIPEND	\$ 5,166				
	ENVIRONMENTAL HEALTH TECHNICIAN	\$ 56,942	\$ 59,315	\$ 61,786	\$ 64,260	\$ 66,829
PUBLIC WORKS	DPW DIRECTOR	\$ 135,292				
	DEPUTY DPW DIRECTOR	\$ 103,522	\$ 106,627	\$ 109,827	\$ 113,121	\$ 116,515
	ASST. DPW DIRECTOR/CITY ENGINEER	\$ 75,325	\$ 80,038	\$ 84,745	\$ 87,287	\$ 89,906
HUMAN SERVICES	ASST. DPW DIRECTOR/HIGHWAY-PARK	\$ 75,325	\$ 80,038	\$ 84,745	\$ 87,288	\$ 89,906
	HUMAN SERVICES DIRECTOR	\$ 59,104	\$ 61,567	\$ 64,131	\$ 66,698	\$ 69,365
	WOOD SCHOOL STIPEND	\$ 5,000				
	HUMAN SERVICES/COA STIPEND	\$ 2,250				
VETERANS SERVICES	VETERANS' MEM. RINK COORDINATOR	\$ 5,500				
	DIRECTOR/AGENT	\$ 43,543	\$ 45,358	\$ 47,248	\$ 48,666	\$ 50,127
	COA/VETERANS SERVICES STIPEND	\$ 2,250				

**FY'17 SALARY SCHEDULE FOR ALL DEPARTMENTS (ADMINISTRATIVE/PROFESSIONAL POSITIONS) - EFFECTIVE JULY 1, 2016 1.75%**

**DEPARTMENT POSITION STEP 1 STEP 2 STEP 3 STEP 4 STEP 5**

MAYOR	MAYOR	\$ 90,000							
	CHIEF OF STAFF	\$ 55,605	\$ 57,829	\$ 63,637	\$ 66,184	\$ 68,830			

311 CALL CENTER/CONSTITUENT SERVICES	MANAGER	\$ 68,600	\$ 69,500						
--------------------------------------	---------	-----------	-----------	--	--	--	--	--	--

CITY CLERKS	CITY CLERK	\$ 61,638	\$ 64,205	\$ 66,881	\$ 69,555	\$ 72,339			
	ASSISTANT CITY CLERK	\$ 47,410	\$ 49,335	\$ 51,341	\$ 53,345	\$ 55,430			
	CLERK OF COUNCIL	\$ 4,000							
	CLERK OF BOARD OF REGISTERS VOTERS	\$ 1,300							

CITY COUNCIL	PRESIDENT	\$ 9,500							
	COUNCILLORS (8)	\$ 8,000							

HUMAN RESOURCES	HR DIRECTOR	\$ 73,487	\$ 76,332	\$ 79,295	\$ 82,468	\$ 85,766			
	HR TECHNICIAN	\$ 47,410	\$ 49,335	\$ 51,341	\$ 53,345	\$ 55,430			
	HR STIPEND	\$ 3,500							

PUBLIC LIBRARY	LIBRARY DIRECTOR	\$ 74,866	\$ 77,850	\$ 80,834	\$ 83,818	\$ 86,802			
	ASSISANT DIRECTOR	\$ 51,761	\$ 53,413	\$ 55,065	\$ 56,717	\$ 58,369			
	SYSTEMS ADMINISTRATOR	\$ 51,761	\$ 53,413	\$ 55,065	\$ 56,717	\$ 58,369			
	LIBRARIAN I	\$ 44,509	\$ 46,346	\$ 48,275	\$ 50,206	\$ 52,213			

AUDITORS	CHIEF FINANCIAL OFFICER	\$ 135,000							
	DEPUTY FINANCE DIRECTOR	\$ 63,010	\$ 65,636	\$ 68,367	\$ 71,104	\$ 73,948			
	AUDITOR	\$ 88,697	\$ 91,653	\$ 95,348	\$ 99,161	\$ 103,129			

RETIREMENT	AUDITOR	\$ 3,000							
	TREASURER/COLLECTOR	\$ 1,200							

INFORMATION TECHNOLOGY	MANAGER	\$ 78,170	\$ 81,277	\$ 84,529	\$ 87,910	\$ 91,427			
	NETWORK MANAGER	\$ 78,919	\$ 81,300	\$ 83,738	\$ 86,251	\$ 88,838			
	SYSTEM ANALYST	\$ 66,593	\$ 68,591	\$ 70,649	\$ 72,768	\$ 74,951			

ASSESSORS	ASSESSOR	\$ 65,636	\$ 68,367	\$ 71,104	\$ 73,948	\$ 76,906			
	CHAIRPERSON	\$ 4,000							

PURCHASING	PURCHASING AGENT/ENERGY MANAGER	\$ 89,101							
------------	---------------------------------	-----------	--	--	--	--	--	--	--

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

June 24, 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 Salary Ordinance for the City of Haverhill Administrative and Professional Positions and an ordinance for the City of Haverhill Non-Union positions. The Ordinance is enclosed and I recommend approval.

Very truly yours,

*James J. Fiorentini (LGH)*

**James J. Fiorentini**  
Mayor

JJF/ah



**FY'17 SALARY SCHEDULE FOR ALL DEPARTMENTS (NON-UNION POSITIONS) - EFFECTIVE JULY 1, 2016 1.75%**

DEPARTMENT/DIVISION	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MAYOR	ADMINISTRATIVE ASSISTANT	\$ 40,000.00	\$ 45,000.00	\$ 50,000.00	\$ 55,000.00	\$ 60,000.00
CITY CLERK	WARDENS & CLERKS	\$ 150.00				
	INSPECTORS	\$ 135.00				
	EXTRA COUNTER	\$ 50.00				
	Training Stipend	\$ 15.00				
CITY COUNCIL	EXECUTIVE SECRETARY/ADM. ASSISTANT	\$ 879.53	\$ 905.91	\$ 933.09	\$ 961.09	\$ 994.73
311 CALL CENTER/CONSTITUENT SERVICES	CALL OPERATOR/REPRESENTATIVE	\$ 40,000.00				
INSPECTIONS & HEALTH REG.	ANIMAL INSPECTOR	\$ 3,000.00				
MUN. PARKING AREAS & DECK	GARAGE ATTENDANT	\$ 10.00				
COUNCIL ON AGING	ELDER MEALS AIDE	\$ 10.00				
	MOW DRIVER	\$ 10.00				
	BENEFITS AIDE	\$ 10.00				
	LEGAL AIDE	\$ 10.00				
	SENIOR AIDE	\$ 10.00				
	DATA TRANSCRIBER	\$ 10.00				
	OUTREACH AIDE	\$ 10.00				
SUBSTITUTE MOW DRIVER	\$ 10.00					
RECREATION	WATER FRONT DIRECTOR	\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00	\$ 16.00
	LIFEGUARD	\$ 11.00	\$ 12.00	\$ 13.00	\$ 14.00	
	CAMP DIRECTOR	\$ 23.00				
	DAY CAMP NURSE	\$ 17.00				
	ASSISTANT SUPERVISOR	\$ 10.00	\$ 11.00			
	SPECIAL NEEDS DIRECTOR	\$ 16.00				
	TEACHER SUPPORT	\$ 16.00				
YOUTH ACTIVITIES	YOUTH ACTIVITIES SUPERVISOR	\$ 10.00	\$ 11.00	\$ 12.00	\$ 13.00	\$ 14.00
	CUSTODIAN	\$ 10.00				

**FY 17 SALARY SCHEDULE FOR ALL DEPARTMENTS (NON-UNION POSITIONS) - EFFECTIVE JULY 1, 2016 1.75%**

DEPARTMENT/DIVISION	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
V.M. SKATING RINK	SUPERINTENDENT	\$ 864.08	\$ 915.92	\$ 970.87		
	LABORER	\$ 507.46	\$ 535.73	\$ 562.49		
	LABORER (PT)	\$ 14.50	\$ 15.31	\$ 16.07		
PARK COMMISSION	TENNIS COURT ATTENDANT	\$ 10.00				
	TENNIS INSTRUCTOR	\$ 10.00				
	TENNIS DIRECTOR	\$ 15.00				
	ASST. BOATING DIRECTOR	\$ 16.00				
	SR. BOATING INSTRUCTOR	\$ 15.00				
	BOATING INSTRUCTOR*	\$ 10.00				
	DOCKMASTER	\$ 15.00				
	COMFORT STATION ATTENDANT	\$ 10.00				
	SKILLED LABORER	\$ 639.62	\$ 671.44	\$ 704.99	\$ 738.13	\$ 772.83
	SKILLED LABORER (TEMP)	\$ 10.00	\$ 12.00	\$ 14.00		
LIBRARY	LIBRARY PAGE	\$ -				
POLICE	ASST. NETWORK SPECIALIST/CRIME ANALYST	\$ 53,375.21	\$ 54,976.77	\$ 56,626.72	\$ 58,325.05	\$ 60,074.18
	DATA COLLECTION ASSISTANT	\$ 14.25				
	RESERVE POLICE OFFICER	\$ -				
	DETENTION ATTENDANT	\$ 10.00				
	PARKING CONTROL OFFICER	\$ 15.72				
	DISPATCHER	\$ 18.17	\$ 19.07	\$ 20.02	\$ 21.02	\$ 22.07
	SCHOOL INTERN	\$ 10.00	\$ 11.00	\$ 12.00		
ALL DEPARTMENTS	SEASONAL EMPLOYEES	\$ 10.00	\$ 11.00	\$ 12.00		
	ENGINEERING INTERN	\$ 10.00	\$ 11.00	\$ 12.00		
PUBLIC WORKS	DPW SEASONAL WORKER	\$ 10.00	\$ 11.00	\$ 12.00		
	TEMPORARY WATER METER READER	\$ 10.00	\$ 11.00	\$ 12.00		
WATER	TEMPORARY WATER METER READER	\$ 10.00	\$ 11.00	\$ 12.00		
	SEASONAL GROUNDWORKER	\$ 10.00	\$ 11.00	\$ 12.00		
PARK	TEMPORARY WATER METER READER	\$ 10.00	\$ 11.00	\$ 12.00		
	SEASONAL GROUNDWORKER	\$ 10.00	\$ 11.00	\$ 12.00		

61-U  
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 OF HAVERHILL  
 HAVERHILL, MASSACHUSETTS 01830-5843

18.9  
 CITY HALL, ROOM 204  
 4 SUMMER STREET  
 TELEPHONE: 978 374-2328  
 FACSIMILE: 978 374-2329  
 www.ci.haverhill.ma.us  
 citycnd@cityofhaverhill.com

June 24, 2016

TO: Mr. President and Members of the City Council

Councillor Barrett requests a discussion about the solar project at Haverhill High School.

*Melinda Barrett*  
 City Councillor Melinda Barrett

IN CITY COUNCIL: June 28 2016

POSTPONED TO JULY 12 2016

Attest:

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

18.10



**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

42-C  
JAMES J. FIORENTINI  
MAYOR

June 24, 2016

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

RE: Power Purchase Agreement

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

Attached is the Net Metering Credit Purchase Agreement (NMCA) between Solect Energy Development LLC and the City of Haverhill.

The Agreement calls for the City to purchase Net Metering Credits (NMC) for .0775 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 Northeast Massachusetts Load Zone Accounts. The project is a 170.1 KW (DC) project located on the City Hall Roof at Summer Street. The project should produce over 200,000 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

IN CITY COUNCIL: June 28 2016

POSTPONED TO JULY 12 2016

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

July 8, 2016

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

RE: Power Purchase Agreement

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

Attached is the Net Metering Credit Purchase Agreement (NMCA) between Solect Energy Development LLC and the City of Haverhill.

The Agreement calls for the City to purchase Net Metering Credits (NMC) for 7.75 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 Northeast Massachusetts Load Zone Accounts. The project is a 170.1 KW (DC) project located on the City Hall Roof at Summer Street. The project should produce over 200,000 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.

*James J. Fiorentini (JFF)*  
Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

42-D

JAMES J. FIORENTINI  
MAYOR



CITY OF HAVERHILL  
MASSACHUSETTS

18.11  
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

June 24, 2016

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

Attached is the Net Metering Credit Purchase Agreement (NMCA) between Solect Energy  
Development LLC and the City of Haverhill.

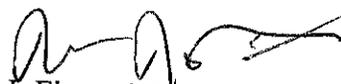
The Agreement calls for the City to purchase Net Metering Credits (NMC) for .10 cents per KWH.  
The price will remain flat for the 20 year period of the contract; this will result in greater savings if the  
price of electricity increases.

The credits will be applied towards the City's Northeast Massachusetts Load Zone Accounts. The  
project is an 81.9 KW (DC) project located on the new Police Fleet Maintenance Garage Roof on  
Downing Ave. The project should produce over 80,000 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

IN CITY COUNCIL: June 28 2016

POSTPONED TO JULY 12 2016

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

July 8, 2016

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

RE: Power Purchase Agreement

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

Attached is the Net Metering Credit Purchase Agreement (NMCA) between Solect Energy Development LLC and the City of Haverhill.

The Agreement calls for the City to purchase Net Metering Credits (NMC) for 10.0 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 Northeast Massachusetts Load Zone Accounts. The project is an 81.9 KW (DC) project located on the new Police Fleet Maintenance Garage Roof on Downing Ave. The project should produce over 80,000 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* (dwb)  
James J. Fiorentini, Mayor

JJF/ah



1813

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

June 30, 2016

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

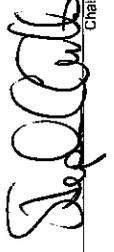
Very truly yours,

\_\_\_\_\_  
Stephen C. Gullo, MAA  
Assessor

June 1, 2016

Day	2016 MVE	2015 MVE	2014 MVE	2016 REAL ESTATE	2015 REAL ESTATE	2016 BOAT	2013 MVE	2016 PERSONAL PROPERTY	2015 PERSONAL PROP	2013 MVE CANCEL	2005 MVE UNCOL.	2006 MVE UNCOL.	2007 MVE UNCOL.	2003 UNCL PERS. PROP.	1999 UNCL PERS. PROP.
1	#14036-\$4251.03														
2															
3															
4															
5															
6															
7	#14098-\$2269.13			#14084-\$7282.42		#14074-\$53.00									
8															
9															
10															
11															
12															
13	#14154-\$2675.13														
14															
15	#14166-\$31,227.26														
16		#14180-\$157.19													
17															
18															
19															
20	#14211-\$4301.13														
21	#14231-\$4790.00		#14277-\$68.54												
22															
23	#14257-\$21,559.24														
24															
25															
26															
27	#14281-\$3312.44														
28		#14284-\$446.26													
29															
30															
31															
Refunds															
Rec. by															
Collector															
Totals	74,985.36	603.45	68.54	7,292.42	53.00										

To the Auditor of Accounts:  
 This is to certify that abatements as shown above, amounting in the aggregate  
 Eighty Two Thousand Nine Hundred Seventy Two Dollars & Seventy Seven (862,972.77)  
 have been CANCELLATION ABATEMENT ABATEMENT  
 BOARD OF ASSESSORS.

By  Chairman

**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



19.1

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

July 5, 2016

TO: Mr. President and Members of the City Council

Councillor Macek wishes to introduce Roger Lemire, a resident of downtown Haverhill, in order to discuss the limited access for downtown residents during major downtown events and to present an alternative plan.

  
City Councillor William J. Macek 55c

**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



19.2

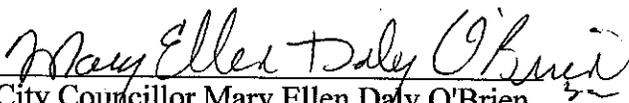
CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycnd@cityofhaverhill.com

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

July 5, 2016

TO: Mr. President and Members of the City Council

Councillor Mary Ellen Daly O'Brien would like to introduce Lane Glenn, President, Northern Essex Community College to give an update on NECC happenings.

  
City Councillor Mary Ellen Daly O'Brien

**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



19.3

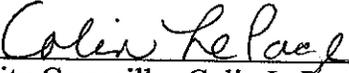
CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycnd@cityofhaverhill.com

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

July 5, 2016

TO: Mr. President and Members of the City Council

Councillors LePage and Vargas would like to introduce Bianca Mercado to give an update on the Acre neighborhood activities.

  
City Councillor Colin LePage

  
City Councillor Andres Vargas

**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



19.4

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

July 5, 2016

TO: Mr. President and Members of the City Council

Councillors LePage, Sullivan and Vargas would like to introduce Danielle Smida to discuss the Cogswell Artspace.

Colin LePage  
City Councillor Colin LePage

Thomas Sullivan  
City Councillor Thomas Sullivan

Andres Vargas  
City Councillor Andres Vargas

**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



19.5

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 7, 2016

TO: Mr. President and Members of the City Council

Councillors Vargas, Macek and Barrett request a discussion on City-wide Design Review.

Andres Vargas  
City Councillor Andres Vargas

William Macek  
City Councillor William Macek

Melinda Barrett  
City Councillor Melinda Barrett

**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 1/27/16
6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	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