



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

**Tuesday, June 21, 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 requesting to introduce Utile Group that has been working on our new plan for Merrimack st to present their final plan Attachment

3.2 Communication from Mayor Fiorentini submitting *Lodestar Energy LLC Power Purchase Agreement* which calls for City to purchase Net Metering Credits (NMC) for .12 cents per KWH that will be applied towards City's Water and/or Wastewater accounts Attachment

4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

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

6. APPOINTMENTS

Confirming Appointments

Haverhill Historic Commission Peter Carbone expires June 17 2018 To be Confirmed

Non-confirming Appointments

Attachment

Auxiliary Police

Resignations

7. PETITIONS

7.1 Petition from Robert A Masys/*R.A.M. Engineering*; on behalf of Clair & Roger LaRoche and *RKACO LLC*; requesting a special permit to construct two triplex buildings on the property located at 73 & 77 Cross rd; as residential townhouse condominiums

**(Refer to Planning Board &
Council Hearing Aug 23rd)**

Attachment

7.2 Petition from Joy Hooper, Sr. Work Coordinator from *National Grid* requesting permission to open the following streets: *(related communications & Orders from City Engineer, John Pettis)*

7.2.1 1. **131 Water** st, to repair a gas leak

Order – grant request of *National Grid* to open **131 Water** st to repair gas service

7.2.2 2. **38-40 Ayer** st, install new residential gas service

7.2.3 3. **17 Humphrey** st, to repair a gas leak

Order – grant request of *National Grid* to open **38-40 Ayer** st and **17 Humphrey** st to install or repair gas services to the addressed properties Attachments

8. APPLICATIONS/HANDICAP PARKING SIGNS

9. ONE DAY LIQUOR LICENSES



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10. APPLICATIONS FOR PERMIT

10.1 *Emmaus Inc; 28th Annual Charity Bike Ride – Cycle for Shelter*; starting at *NECC*; July 24th; 7 am to 5 pm
application has Police approval Attachment

11. TAG DAYS

11.1 *HHS Cheerleading* August 14th Attachment

12. ANNUAL LICENSE RENEWALS:

Roller Skating Rink

Skateland 19 Railroad av

Sunday Skating

Skateland – 36 Sundays

Pool Tables

Sunday Pool

Bowling

All Saints Bowling 26 Broadway 10 Lanes

Sunday Bowling

Buy & Sell Second Hand Clothing

All Saints Parish 120 Bellevue av
In a Blue Moon Antiques 133 Merrimack st
 Debra Riley & Michele Edwards
Common Ground Thrift Store 8 White st
 Paul Fitzgibbons

Buy & Sell Second Hand Articles

Common Ground Thrift Store
All Things Repurposed 179 Rosemont st
 Suzanne Reynolds
Vintage View 371 River st
 Elaine Drinkwater
In a Blue Moon Antiques
 Debra Riley & Michele Edwards

Junk Dealer

TJS Metals 43 Hale st
 Sandy Foley & James Smith

Buy & Sell Old Gold

Vintage View
 Elaine Drinkwater

Attachments

Pawnbroker

Limousines

Auctioneer

Theater

Exterior Vending Machine



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, June 21, 2016 at 7:00 PM
City Council Chambers, Room 202

Coin-Ops (Renewals)

Sunday License

Fortune Teller

13. HAWKER/PEDDLER

14. DRAINLAYER 2016 LICENSE

15. HEARINGS & RELATED ORDERS

16. NEW BUSINESS/ORDERS

16.1 Order – Appropriate \$17,576.00 from Waterways Fund for purpose of purchasing and installing a Waterways pumpout system Attachment

17. ORDINANCES (FILE 10 DAYS)

NO SCHEDULE

18. UNFINISHED BUSINESS OF PRECEDING MEETINGS

18.1 Document 21-D; Ordinance re: Parking – Delete Seasonal Parking on Cogswell av
filed June 8th

18.2 Document 21-E; Ordinance re: Parking - No Parking, North Side of Cogswell av
filed June 8th

18.3 Document 22-B; Ordinance re: Vehicles and Traffic – Amend City Code; Chapter 240-98
Schedule P; Heavy Commercial Vehicles – Truck Exclusion Corliss Hill rd from Whittier rd to Plaistow
NH town line and Whittier Road; Amesbury rd (southerly intersection) to Amesbury rd (northerly
intersection) all vehicles over 2 ½ tons; 24 hrs, 7 days
filed June 8th

18.4 Document 70; Ordinance re: Haverhill Historic Commission Attachments
filed June 8th

19. MONTHLY REPORTS

19.1 Abatement report from Board of Assessors for month of May 2016 Attachment

20. COMMUNICATIONS FROM COUNCILLORS

20.1. Communication from President Michitson requesting to introduce Tim Love from Utile Architecture & Planning and Noah Koretz from MassDevelopment to present the final urban design plan for the Merrimack Street District, as designated by the MassDevelopment Transformative Development Initiative

20.2. Communication from President Michitson, Councillors Macek and Bevilacqua requesting to recognize the 50th anniversary of the Vietnam War Attachment



CITY OF HAVERHILL CITY COUNCIL AGENDA

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- 20.3. Communication from Councillors LePage and Barrett requesting to discuss the City's purchase of streetlights, electric rates, update on the landfill solar project and other cost-saving measures Attachments
- 20.4. Communication from Councillor Bevilacqua requesting a discussion regarding speeding and sidewalk needs on Boston rd Attachments
- 20.5. Communication from Councillor Bevilacqua requesting to introduce Ron MacLeod to discuss traffic safety issues and concerns on City streets Attachment
- 20.6. Communication from Councillor Bevilacqua requesting to introduce Ron MacLeod to discuss public participation at Council meetings Attachment

21. RESOLUTIONS AND PROCLAMATIONS

NO SCHEDULE

22. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

- 22.1 Councillor McGonagle submits the recommendations of the Traffic & Safety Committee meeting held on June 1 2016 Attachment

23. DOCUMENTS REFERRED TO COMMITTEE STUDY

24. ADJOURN

3,1



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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June 17, 2016

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

RE: Utile Group Introductions

Dear President Michitson and Members of the City Council:

I would like to introduce the Utile Group that has been working on our new plan for Merrimack Street. Tonight they will present their final plan.

Very truly yours,

James J. Fiorentini
Mayor

JJF/ah

3.2



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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June 17, 2016

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

RE: Lodestar Energy LLC Power Purchase Agreement

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

Attached is the PPA between Lodestar Energy 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 West Stockbridge, 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 Bluewave Capital LLC.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

May XX, 2016

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

These General Terms and Conditions ("General Conditions") are dated as of ___th day of May, 2016 and are witnessed and acknowledged by Lodestar Energy, LLC ("LodestarLodestar" 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 Lodestar and Purchaser or between their respective affiliates. Except to the extent Lodestar 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 Lodestar 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. 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": ": LODESTAR ENERGY, LLC

By: _____

Name: _____

Title: _____

Date: _____

"PURCHASER": CITY OF HAVERHILL, MASSACHUSETTS

By: _____

Name: James J. Fiorentini

Title: Mayor

Date: _____

SCHEDULES

I. Schedule 1: Description of Premises and System

Solar System Premises:	92 Stateline Road, W. Stockbridge, MA
Premises is Owned or Controlled by:	Provider
Purchaser is to be the Host Customer with respect to the Premises:	Yes
Solar System Size:	2950 kW (DC) (representing an initial estimate, which may vary depending on the final design of the System)
Scope:	Design and supply grid-interconnected, ground mounted solar electric (PV) system.
Module:	Canadian Solar 320 W (DC) or equivalent
Inverter:	IEEE 1547 qualified
Performance Guarantee:	Eighty Five Percent (85%) of Estimated Annual Production
Construction Start Date:	365 days from Effective Date
Anticipated Commercial Operation Date:	545 days from Effective 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 ___th day of _____, 2016 (the "**Effective Date**"), between Lodestar Energy, LLC, a Connecticut 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.

LODESTAR ENERGY LLC

CITY OF HAVERHILL

By: _____
Name:
Title:
Date:

By: _____
Name: James J. Fiorentini
Title: Mayor
Date

SCHEDULES

I. Schedule 1: Description of Premises and System

Solar System Premises:	92 Stateline Road, W. Stockbridge, MA
Premises is Owned or Controlled by:	Provider
Purchaser is to be the Host Customer with respect to the Premises:	Yes
Solar System Size:	2950 kW (DC) (representing an initial estimate, which may vary depending on the final design of the System)
Scope:	Design and supply grid-interconnected, ground mounted solar electric (PV) system.
Module:	Canadian Solar 320 W (DC) or equivalent
Inverter:	IEEE 1547 qualified
Performance Guarantee:	Eighty Five Percent (85%) of Estimated Annual Production
Construction Start Date:	365 days from Effective Date
Anticipated Commercial Operation Date:	545 days from Effective Date

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: N/A

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:

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:

Lodestar Energy LLC
Attn: Jeff Macel
3 Ellsworth Place
Avon, CT 06001
860-321-7790

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.

Property Address: 500 Primrose Street, Haverhill, MA (Essex South)

GRANT OF EASEMENT

THE CITY OF HAVERHILL, a Massachusetts municipal corporation having a usual place of business at 4 Summer Street, Haverhill, Massachusetts 01830 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, three (3) poles, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Haverhill, Essex County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon a certain parcel of land situated on the westerly side of Primrose Street, being more particularly described in a deed recorded with the Essex South District Registry of Deeds in Book 2978, Page 149.

WR # 19950247

Address of Grantees:
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
David J. Aho
National Grid USA
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 HAVEMA GEN

Said "OVERHEAD SYSTEM" is to originate from Pole P.47, which is located on the easterly side of Primrose Street, then proceed in a westerly direction from said Pole P.47 crossing Primrose Street over, upon and across land of the Grantor to Poles P.47-1, P.47-2, and P.47-3.

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT; nationalgrid; Owner(s): City of Haverhill; Address: 500 PRIMROSE ST, HAVERHILL, MA 01830; Sketch to Accompany Easement for: Nationalgrid to install approximately 870' of #2 1C primary conductor in customer installed 2-3" duct bank with heavy duty Handhole. Nationalgrid to install 750kva padmounted transformer in order to accommodate new service request at 500 Primrose St, Haverhill, MA; Date: 3/28/2016, Drawn By: S.STEEVES," a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Overhead System and Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

It is agreed that the "OVERHEAD SYSTEM and "UNDERGROUND SYSTEM" shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

For Grantor's title, see deed dated November 23, 1933, recorded with the Essex South District Registry of Deeds in Book 2978, Page 149.

EXECUTED as a sealed instrument this _____ day of _____, 2016.

CITY OF HAVERHILL

By:
Its:

By:
Its:

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared _____, proved to me through

Name of Signer

satisfactory evidence of identity, which was/were _____,

Description of Evidence of Identity

to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ for the City of Haverhill.

Signature of Notary Public

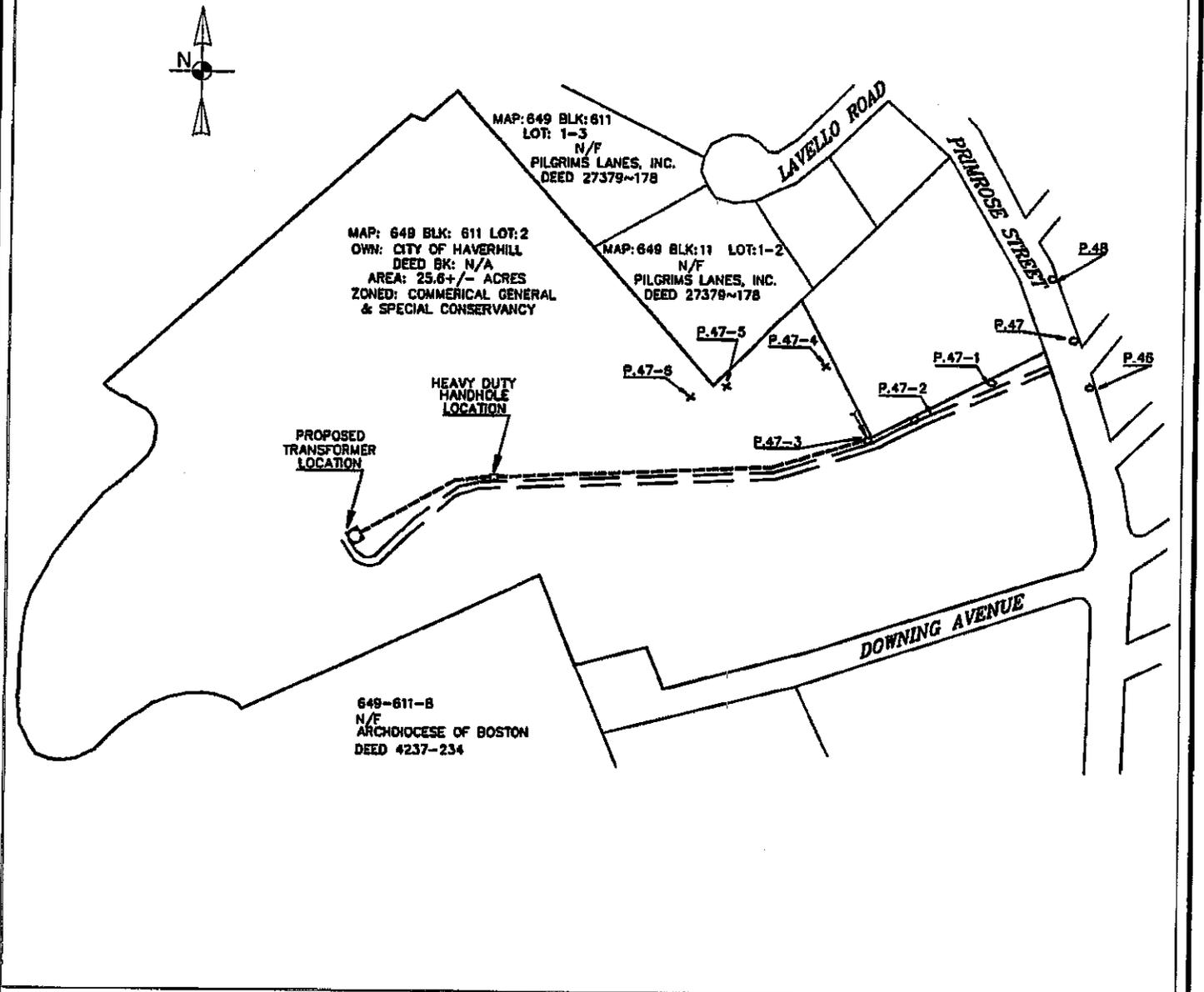
Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

Exhibit A - Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



ELECTRIC DISTRIBUTION CONSTRUCTION EASEMENT

LEGEND

- | | |
|-----------------------|--------------------------------|
| ○ EXISTING JO POLE | ◻ PROPOSED TRANSFORMER |
| × EXISTING SO POLE | --- PROPOSED 2-3" CONDUITS |
| ➤ EXISTING PUSH BRACE | ◻ PROPOSED HEAVY DUTY HANDHOLE |

nationalgrid

Owner(s): City of Haverhill	Address: 500 PRIMROSE ST HAVERHILL MA 01830
---------------------------------------	--

Sketch to Accompany Easement for:
Nationalgrid to install approximately 870' of #2 1C primary conductor in customer installed 2-3" duct bank with heavy duty Handhole. Nationalgrid to install 75kva padmounted transformer in order to accomodate new service request at 500 Primrose St, Haverhill, MA

Date: 3/28/2016 Drawn By: S.STEEVES

DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

6.
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 17, 2016

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

RE: Haverhill Historic Commission

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

I hereby appoint Peter Carbone, 48 Colby Street, Haverhill, to the Haverhill Historic Commission. This is a confirming appointment and expires on June 17, 2018. I recommend your approval.

Very truly yours,

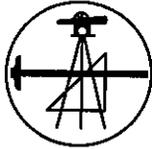
James J. Fiorentini (dtd)

James J. Fiorentini
Mayor

JJF/ah

AUGUST 23 2016

250,00



R.A.M. ENGINEERING

ROBERT A. MASYS, P.E.
160 MAIN STREET
HAVERHILL, MA 01830
TEL: 978-372-0449
FAX: 978-372-7183
RAMASYSPE@AOL.COM

7.1

June 1, 2016

HAVERHILL CITY COUNCIL
4 Summer Street
Haverhill, MA. 01830

Dear Mr. President & City Council Members,

Residential Townhouse Condos

On behalf of Clair & Roger LaRoche, 152 Abbot Street, North Andover, MA., and RKACO, LLC, 1501 Main Street, Tewksbury, MA., we are hereby requesting a special permit to construct two – triplex buildings on the property located at 73 & 77 Cross Road, Haverhill, MA. The lots meet all the zoning requirements for the construction of the triplexes. The property currently has a dwelling building, a large warehouse, a garage, a shed, and a large amount of bituminous concrete pavement, that will all be removed.

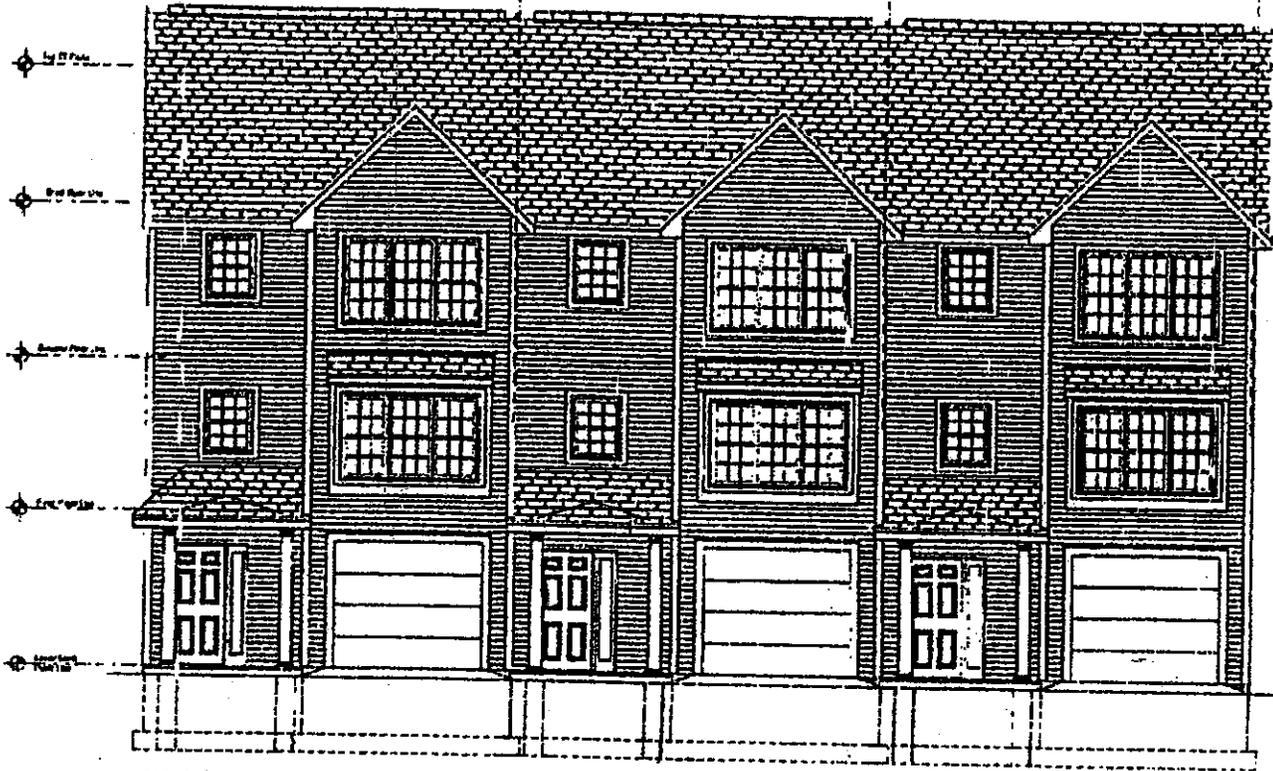
We have attached 30 copies of the plans and additional material as required. If there is any other information, or any questions, please contact me.

We also waive the 65 day Hearing requirement.

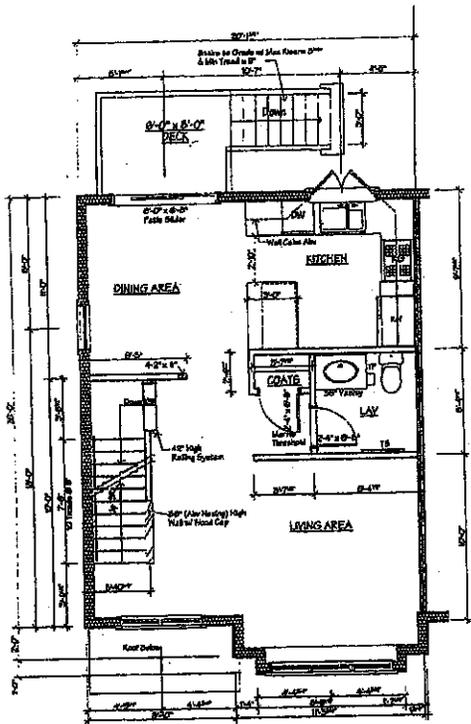
RFA

Very truly yours,

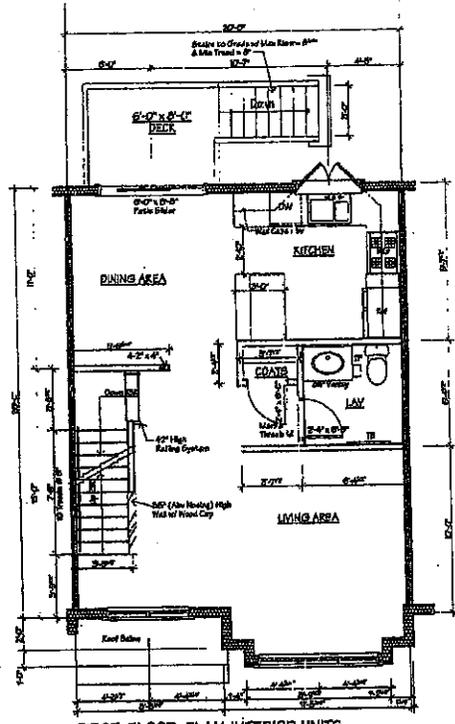
Robert A. Masys, P.E.
Robert A. Masys, P.E.



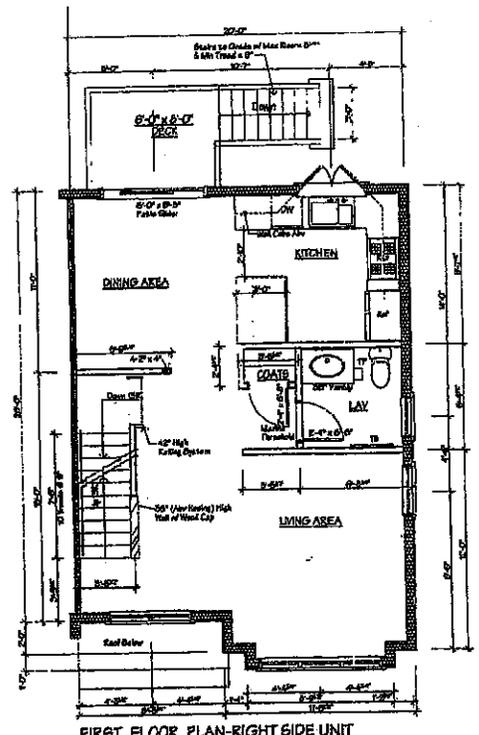
FRONT ELEVATION (LEFT)
2009.10



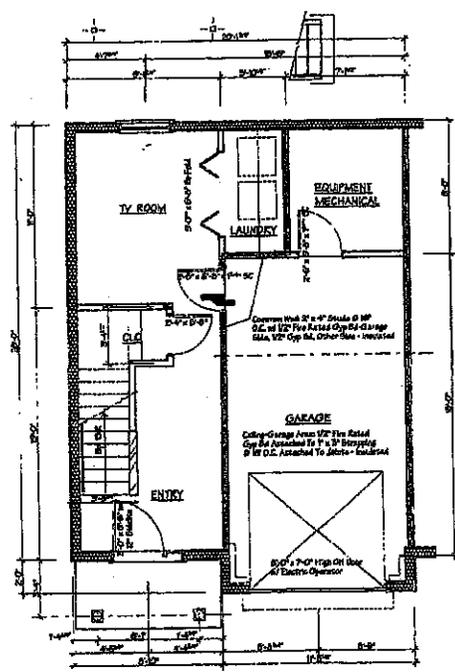
FIRST FLOOR PLAN-LEFT SIDE UNIT
Scale 1/4" = 1'-0"



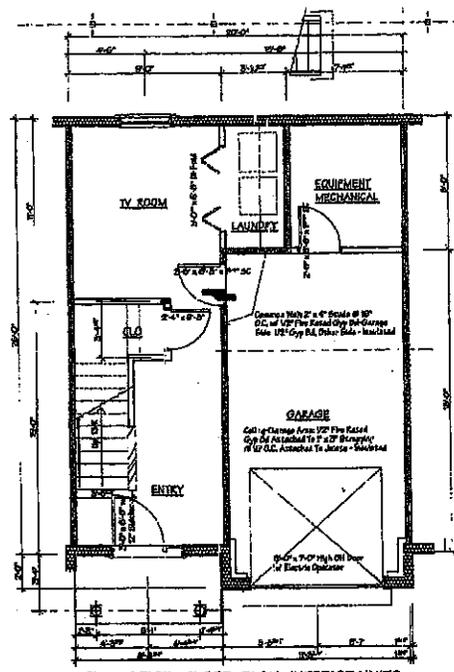
FIRST FLOOR PLAN-INTERIOR UNITS
Scale 1/4" = 1'-0"



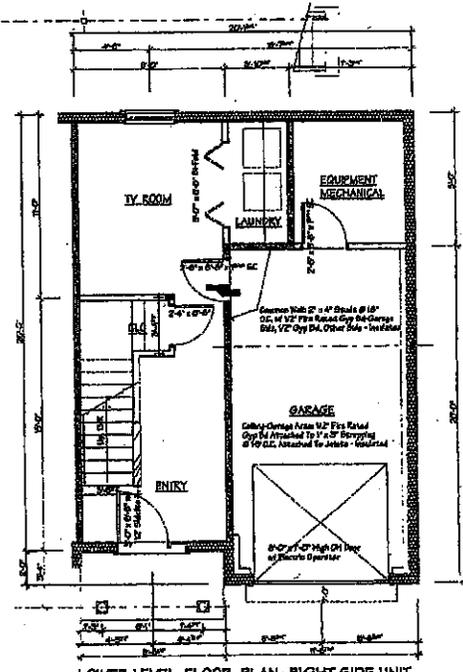
FIRST FLOOR PLAN-RIGHT SIDE UNIT
Scale 1/4" = 1'-0"



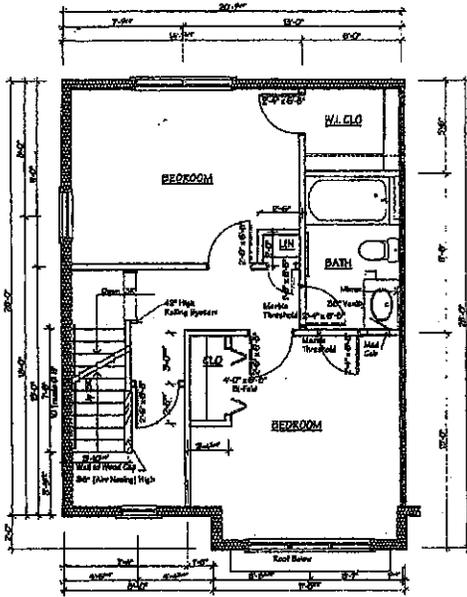
LOWER LEVEL FLOOR PLAN-LEFT SIDE UNIT
Scale 1/4" = 1'-0"



LOWER LEVEL FLOOR PLAN-INTERIOR UNITS
Scale 1/4" = 1'-0"

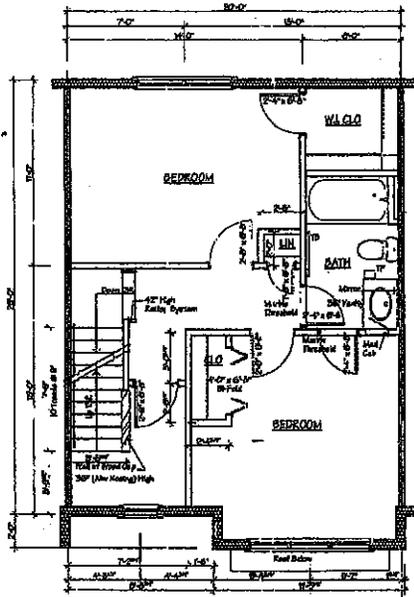


LOWER LEVEL FLOOR PLAN-RIGHT SIDE UNIT
Scale 1/4" = 1'-0"



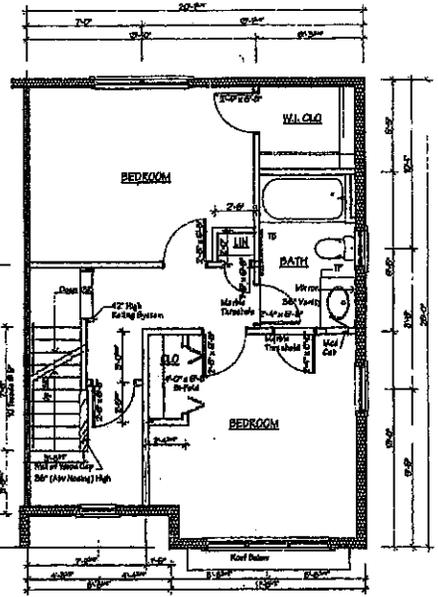
SECOND FLOOR PLAN-LEFT SIDE UNIT

Scale 1/4" = 1'-0"



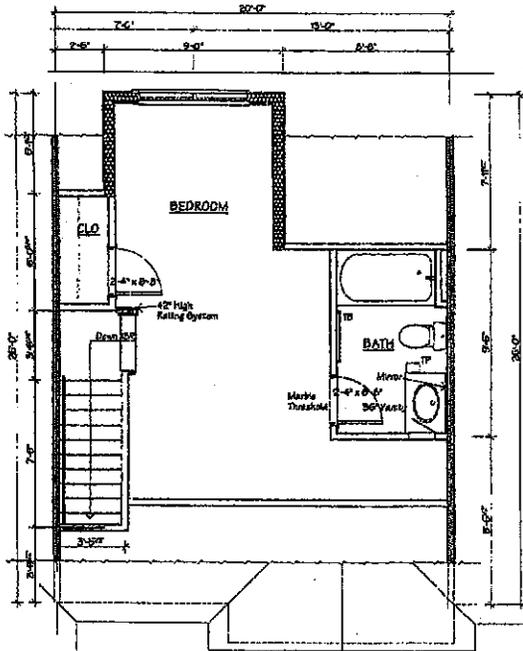
SECOND FLOOR PLAN-INTERIOR UNITS

Scale 1/4" = 1'-0"



SECOND FLOOR PLAN-RIGHT SIDE UNIT

Scale 1/4" = 1'-0"



THIRD FLOOR PLAN-INTERIOR UNITS

Scale 1/4" = 1'-0"



R.A.M. ENGINEERING

ROBERT A. MASYS, P.E.
160 MAIN STREET
HAVERHILL, MA 01830
TEL: 978-372-0449
FAX: 978-372-7183
RAMASYSPE@AOL.COM

LEGAL DESCRIPTION OF PROPERTY LOCATED AT 73 & 77 CROSS ROAD, HAVERHILL, MA.

Beginning at the southwesterly corner of the property, at an iron pin, and land now or formerly of Caruso, Paradis and Cronin;

Thence, N - 31° - 07' - 16" - W, a distance of one hundred sixty seven and twenty one hundredths (167.21) feet, along the easterly sideline of Cross Road, to a point;

Thence, N - 76° - 22' - 09" - E, a distance of two hundred forty four and sixty six hundredths (244.66) feet, by property of Denaro Realty Trust, to a point;

Thence, N - 72° - 31' - 47 " - E, a distance of one hundred thirty eight and fifty five hundredths (138.55) feet, by property of Denaro Realty Trust, to a point;

Thence, S - 17° - 09' - 24" - W, a distance of seventy eight and seventy five hundredths (78.75) feet, by property of B & M Railroad, to a point;

Thence, S - 21° - 10' - 32" - W, a distance of one hundred thirty eight and eighty seven (138.87) feet, by property of B & M Railroad, to a point;

Thence, S - 79° - 50' - 20" - W, a distance of two hundred thirteen and forty six hundredths (213.46) feet, by property of Carduso, Paradis, and Cronin, and to the point of beginning.

Said Parcel containing 50,358 Sq. Ft. (1.156 Acres), and being shown on City of Haverhill Assessors Plan 731, Block 770, Lot 2 & 2A.

4 Summer Street
Haverhill, MA 01830
Phone: (978) 374-2312
Fax: (978) 373-8490

Haverhill
City Clerk's Office
Margaret A. Toomey, City Clerk

Fax (email: *ksullivan@eagletribune.com*)

To: Katie/Gazette From: Maria City Clerk's Office
Fax: 978-685-1588 or 978-685-2432 Date: June 15 2016
Phone: 978-946-2157 Pages: 2
re: 73 677 Cross rd Spec Permit CC: Heany Aug 23 2016

Urgent For Review Please Comment Please Reply Please Recycle

Hi Katie -

Please run 2 times

Aug 5 & Aug 12, 2016

Thank!
Mama

978-420-3624



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 at 7:00 o'clock P.M. on a petition from Robert A Masys/R.A.M. Engineering; on behalf of Clair & Roger LaRoche and RKACO LLC; requesting a special permit to construct two triplex buildings on the property located at 73 & 77 Cross rd; as residential townhouse condominiums

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

Linda L Koutoulas
City Clerk

Advertise: August 5 & 12, 2016

7.2. ✓
2

National Grid

40 Sylvan Rd
Waltham, Ma
02451

June 14, 2016

Honorable City Council
4 Summer St
Haverhill, Ma 01830

Dear Council Members,
National Grid respectfully request permission to open Water St in front of #131, to repair a gas leak.

All work will be done in accordance with the Engineering and Highway Departments Standards under the direct supervision of the Highway Department. Work will be completed within 1 day of start.

Thank you in advance for your cooperation in this matter. Should you have any questions or concerns, please do not hesitate to contact me. Joy Hooper, 617-212-1774.

Sincerely,

Joy Hooper
Sr. Work Coordinator
Essex Division
67-212-1774



Haverhill

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

June 14, 2016

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
MEMBERS OF THE CITY COUNCIL**

Subject: *Water Street #131 (Fire Station), Road Opening*

Attached is a request to open Water Street, which was paved within the last 5 years, for a gas leak repair. I am supportive of this request and should Council approve I will specify on the right of way permit that the trench receives infrared treatment upon completion.

Please contact me if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox

7.2.1



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City Council approves the request of National Grid to excavate at 131 Water Street for the purpose of repairing gas service. Water Street has been rebuilt within the last 5 years and in accordance with Chapter 222, Section 11, Restrictions on future paving of the Municipal Ordinances, Council approval is necessary.

7.2.2

National Grid

#2

40 Sylvan Rd
Waltham, Ma
02451

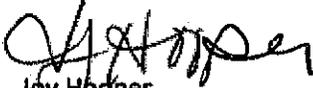
Honorable City Council
4 Summer St
Haverhill, Ma 01830

Dear Council Members,
National Grid respectfully request permission to open Ayer St, in front of 38-40 for the purpose of installing a new gas service to this new construction home.

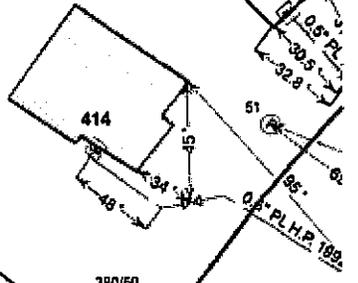
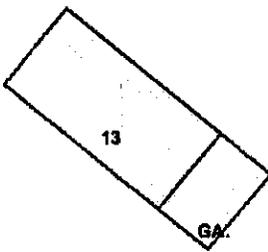
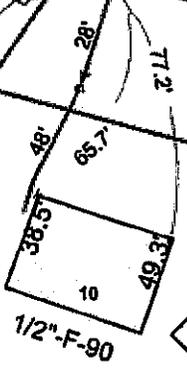
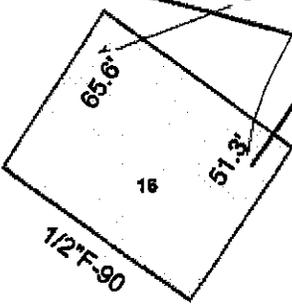
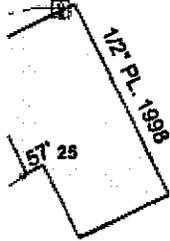
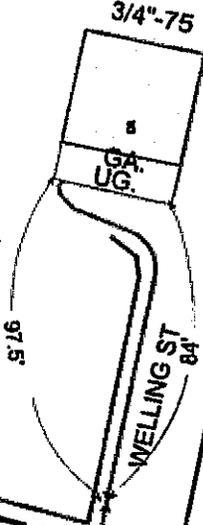
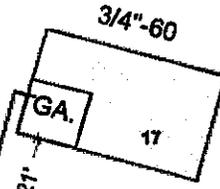
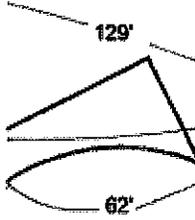
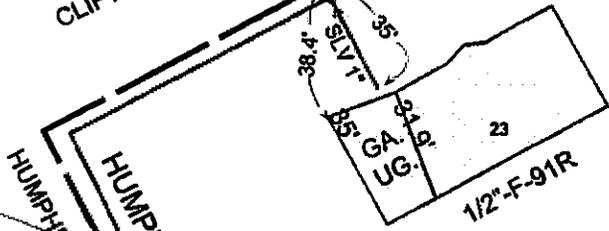
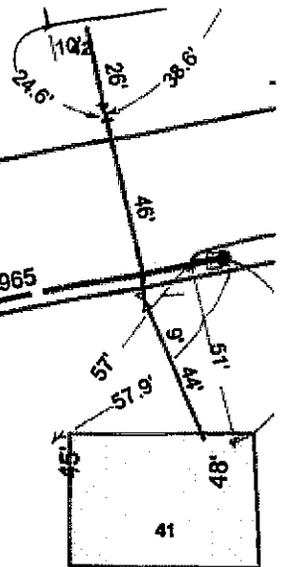
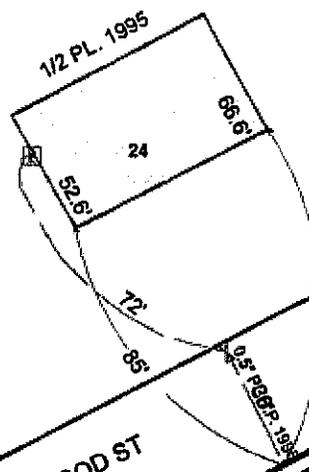
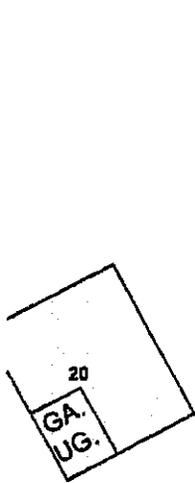
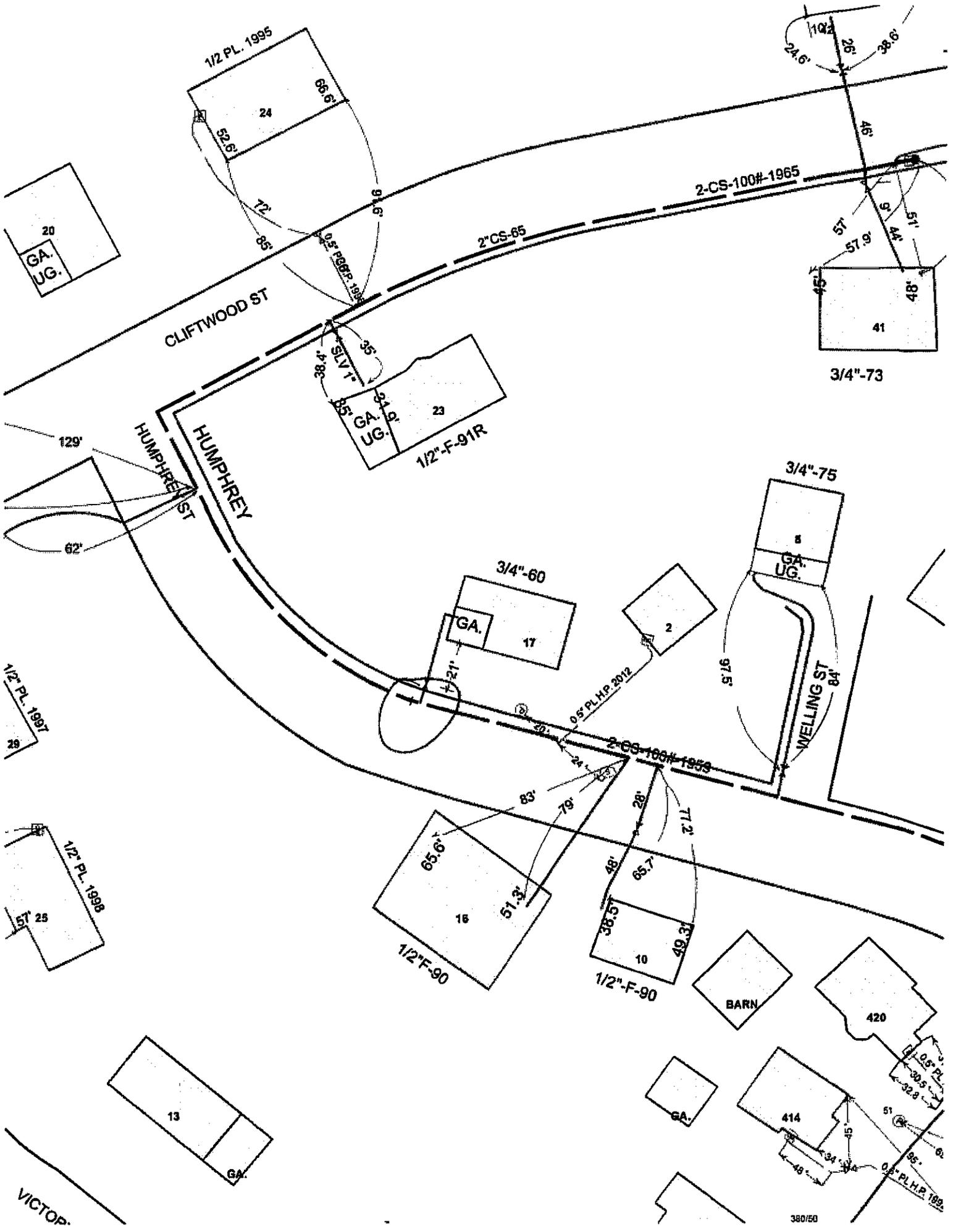
All work will be done in accordance with the Engineering and Highway Departments Standards under the direct supervision of the Highway Department. Work will be completed within 1 day of start.

Thank you in advance for your cooperation in this matter. Should you have any questions or concerns, please do not hesitate to contact me. Joy Hooper, 617-212-1774.

Sincerely,



Joy Hooper
Sr. Work Coordinator
Essex Division
67-212-1774



VICTOR

723

#3

National Grid

40 Sylvan Rd
Waltham, Ma
02451

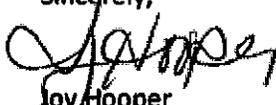
Honorable City Council
4 Summer St
Haverhill, Ma 01830

Dear Council Members,
National Grid respectfully request permission to open Humphrey St in front of #17, to repair a gas leak.

All work will be done in accordance with the Engineering and Highway Departments Standards under the direct supervision of the Highway Department. Work will be completed within 1 day of start.

Thank you in advance for your cooperation in this matter. Should you have any questions or concerns, please do not hesitate to contact me. Joy Hooper, 617-212-1774.

Sincerely,



Joy Hooper
St. Work Coordinator
Essex Division
67-212-1774



Haverhill

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

June 9, 2016

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
MEMBERS OF THE CITY COUNCIL**

Subject: *Ayer Street #38-40 and Humphrey St #17, Road Opening*

Attached find request to open roadways which were paved within the last 5 years at two locations. I am supportive of this request and should Council approve I will specify on the right of way permit that the trenches receive infrared treatment upon completion.

Please contact me if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox

7.2.3



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City Council approve the request of National Grid to excavate at 38-40 Ayer Street and 17 Humphrey Street for the purpose of installing or repairing gas services to the addressed properties. Each street has been rebuilt within the last 5 years and in accordance with Chapter 222, Section 11, Restrictions on future paving of the Municipal Ordinances, Council approval is necessary.



City of Haverhill
Application for Permit

1011

Name of Organization	Emmaws Inc.		
Address of Organization	P.O. Box 5108, 127 New St Haverhill MA 01830		
Requesting Permit for (List Type of event)	Charity Bike Ride	Date & Time	July 24, 2016 7AM - 5PM
Location of Event	Northern Essex Community College & surrounding roads		
Authorized or Contact Person	Margot Regan	Telephone/Cell #/Pager # (Indicate if pager)	978-241-3425

(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	<i>[Signature]</i>	6/9/16	3 auxiliary officers

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: *Margot Regan* Date: *6-8-16*

Signature Witnessed by: _____ Date: _____

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

June 6, 2016

To whom it may concern,



Thank you for consideration of Emmaus Inc.'s permit for our 28th Annual Cycle for Shelter, which will be held on July 24 at Northern Essex Community College. The event starts at approximately 7 a.m. and ends around 4 p.m. Enclosed are the provisional routes for the 100-, 62-, 40- and 20-mile rides. They are similar to what they have been over the past few years, however, this year we are starting at a different location at the college—the Hartleb Technology Building. I have also included information on Emmaus and Cycle for Shelter, including the routes for this year's event.

Last year we worked with Officer Mike Houde from the Haverhill Police Department's Auxiliary Unit. He coordinated the safety team for Cycle for Shelter that included two auxiliary officers who spent the majority of the day at the college.

Specifically we need assistance from the Haverhill Police Department's Auxiliary Police Department in three areas almost immediately after the riders start:

- Leaving the college and making the turn onto Kenoza Street
- Turning right at Millville Road
- Turning left onto East Broadway

We do not need any police assistance when the riders return to the college later in the day as the rides are not timed, nor are they races. Individual riders follow the routes at their own pace and do not ride in teams or groups so traffic hold ups do not occur.

Cyclists are supplied with maps, emergency contact numbers and we provide several SAG vehicles (Support and Gear) to assist on the route. Temporary colored signs also mark some intersections on the route and these will be removed the day after the event.

In addition, event communications are coordinated by the Port City Amateur Radio Club and the North Shore Amateur Radio Club. These radio clubs will provide a group of approximately 20 amateur operators located at rest stops and along the route to call in any needs.

We also work with Trinity Ambulance for emergency medical care. We have one ambulance and two EMTs who are assigned to us for the entire day.

If you have any questions, I can be reached at 978-241-3425 or at margot@emmausinc.org.

Sincerely,

A handwritten signature in cursive script that reads "Margot Regan".

Margot Regan
Events/Marketing and Communications Manager
Emmaus, Inc.

EMMAUS INC.

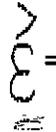
Shelter, Affordable Housing, and Services for the Homeless

P.O. Box 568 • Haverhill, MA 01831 • (978) 241-3400 • www.emmausinc.org

		Distance (miles)	
Direction	Notes	From Start	
	Start of route		
Left	Sharp Left onto Kenoza St.		Haverhill, Ma
Straight	Continue onto Kenoza St	0.4	
Left	Slight left Centre St.	0.75	
Left	Left onto Middle St.	0.92	
Right	Turn right onto Milvale Rd.	0.96	
Left	Sharp left onto East Broadway	1.74	
Left	Slight left onto Merrimac	4.2	
Straight	Continue on River Rd.	4.99	Merrimac, Ma
Straight	Continue on Middle Rd.	6.21	
Right	Turn right onto Skunk	6.63	
Left	Continue onto Pleasant Valley Rd / Merrimac St.	6.98	Amesbury, Ma.
Left	Sharp Left onto Beacon St. / Martin St.	9.82	
Left	Turn Left onto S. Hunt Rd.	10.59	
	Amesbury Rest Stop	10.73	
Left	Exit Sports Parking - go Left		
Right	Right on Buttonwood Rd.	12.04	
Left	Left on Middle St.	12.08	Merrimac, Ma
Straight	Continue onto River Rd	13.01	
Straight	Becomes Merrimack St.	14.24	Haverhill, Ma
Right	Slight right on East Broadway	15.02	
Right	Turn right onto Kenoza St.	18.93	
Right	to FINISH LINE - CONGRATULATIONS!!!	20.93	

EMRGENCY CONTACT # : 978-872.4091

watch for painted route signs. (i.e.
Right Turn)



		Distance (miles)
Direction	Notes	From Start
	Start of route	0
Left	Sharp left onto Kenoza St	0.08
		Haverhill, Ma
Straight	Continue onto kenoza St.	0.4
Left	Slight left onto Centre St	0.75
Left	Turn left onto Middle Rd	0.93
Right	Turn right onto Millvale Rd	0.97
Left	Sharp left onto E Broadway	1.75
Straight	Continue onto E Main St	4.38
Straight	Continue onto Church St	4.76
Right	Slight right to stay on Church St	4.83
Left	Turn left onto Prospect St	5.07
Left	Turn left onto MA-113 E	5.63
Right	Turn right onto Bachelor St	5.7
Left	Slight left onto Cherry Hill St	7.68
Straight	Continue onto Indian Hill St	8.14
Right	Turn right onto South St	9.23
		Newbury, Ma
Straight	Continue onto Main St	9.81
Straight	Continue onto North St	11.7
	Georgetown Rest Stop (right out of rest stop)	12.2
		Georgetown, Ma
Left	Turn left onto Thurlow St	12.67
Left	Turn left onto Jewett St	12.88
Right	Turn right to stay on Jewett St	13.45
		Rowley, Ma
Straight	Continue onto Wethersfield St	14.48
Right	Turn right onto Long Hill Rd	14.7
Left	Turn left toward Dodge Rd	14.87
Right	Turn right onto Dodge Rd	14.88
Right	Turn right to stay on Dodge Rd	15.51
Left	Turn left onto MA-133 E/Haverhill St	16.41
Right	Turn right onto Leslie Rd	16.83
Right	Slight right onto Linebrook Rd	18.22
Left	Turn left onto Plains Rd	18.53
Right	Turn right onto Old Right Rd	19.11
		Topsfield, Ma
Straight	Continue onto North St	20.29
Right	Turn right onto Ipswich Rd	21.08
Left	Ipswich Rd turns slightly left and becomes Main St (Route 97)	21.65
Right	Turn right onto High Street Exd	22.07
	Topsfield Rest Stop	22.1
Straight	Continue onto Washington St	22.2
Right	Turn right onto Parsonage Ln	22.24
Left	Turn left onto Bare Hill Rd	23.19
Right	Turn right onto Depot Rd	25.42
Left	Slight left onto Pond St	25.47
		Boxford, Ma
Right	Turn right onto Pond St/Service Rd	25.75
Right	Slight right onto Main St	29.6
	Boxford Rest Stop	30.7
Right	Turn right onto Lakeshore Rd	31.81
		Groveland, Ma
Straight	Continue onto Center St	33.75
Left	Turn left onto King St	35.87
Left	Turn left onto Gardner St	36.87
Right	Turn right onto Chestnut St	37.09
Left	Turn left onto Grove St	37.13
Right	Turn right onto Elm Park	37.2
		Haverhill, Ma
Left	Turn left toward MA-97 N/Elm Park	37.28
Right	Turn right onto MA-97 N/Elm Park	37.3
Straight	Continue onto Groveland St	37.57
Right	Turn right onto Pine St	38.06
Straight	Continue onto Kenoza St	38.2
Right	Right Into NECC !!! CONGRATULATIONS!!!	40.43
EMERGENCY CONTACT # : 978.872.4091 watch for painted route signs. (i.e.  Right Turn)		

		Distance (miles)
Direction	Notes	From Start
	Start of Route	
Left	Sharp left onto Kenoza St	0.08 Haverhill, Ma
Left	Slight left onto Centre St	0.4
Left	Turn left onto Middle Rd	0.75
Right	Turn right onto Millvale Rd	0.92
Left	Sharp left onto E Broadway	0.96
Left	Slight left onto Merrimac Rd	1.74
Straight	Continue onto River Rd	4.2 Merrimac, Ma
Straight	Continue onto Middle Rd	4.99
Right	Turn right onto Skunk Rd	6.21
Straight	Continue onto Pleasant Valley Rd	6.63 Amesbury, Ma
Right	Turn right onto Main St	6.98
Left	Sharp left onto Merrill St	10.08
Straight	Continue onto Rabbit Rd	11.24 Salisbury, Ma
Right	Turn right onto MA-286 E/High St	11.99
Straight	Continue onto NH-286 E/Collins St	13.82
Straight	Continue onto NH-286 E	14.94
Left	Turn left onto New Hampshire 1A N/Ocean Blvd	15.16 Seabrook, NH
Right	Slight right to stay on New Hampshire 1A N/Ocean Blvd	17.34 Hampton, NH
	North Hampton Rest Stop	24.1 N. Hampton, NH
Left	Turn left onto NH-111 W/Atlantic Ave	24.51
Left	Slight left onto NH-151 S / Post Rd	28.51
Right	Slight right onto NH-111 W / Exeter Rd	28.57 Exeter, NH
Left	Turn left onto Drinkwater Rd	33.07
Right	Turn right onto Osgood Rd	36.12 Kensington, NH
	Kensington Rest Stop	37.01
Left	Turn left onto NH-150 S/Amesbury Rd	37.28
Right	Turn right onto Trundlebed Ln	37.52
Right	Turn right onto Stumpfield Rd	38.07
Left	Turn left onto NH-108 S/N Rd	40.3 E. Kingston, NH
Left	Turn left onto New Hampshire 107A S/Main Ave	42.79
Right	Turn right onto Hilldale Ave	44.33 S. Hampton, NH
Left	Turn left onto Lone Goose Rd	46.38
Left	Turn left onto Kimball Rd	47.12 Amesbury, NH
Left	Turn left onto Lions Mouth Rd	48.63
Straight	Continue onto Friend St	50.41
Right	Slight right onto Highland St	50.52
Right	Turn right onto MA-150 S/ Hillside Ave	50.92
Right	Turn right onto S Hunt Rd	51.78
	Amesbury Rest Stop (left out of rest stop)	52.2
Right	Turn right onto Buttonwood Rd	53.23
Left	Turn left onto Middle St (Becomes River Rd.)	53.26 Merrimac, Ma
Straight	Continue onto River Rd	54.19
Straight	Continue onto Merrimac Rd	55.42 Haverhill, Ma
Right	Slight right onto E Broadway	56.21
Right	Turn right onto Kenoza St	60.1
Right	Right into NECC !!! CONGRATULATIONS!!!	62.12

EMRGENCY CONTACT # : 978-872.4091

watch for painted route signs. (i.e.  Right

100 Mile Route Cycle for Shelter, 2016		Distance (miles)	From Start
Direction	Notes		
	Start of route		
Left	Sharp left onto Kenozo St	0.08	Haverhill, Ma
Straight	Continue onto kenozo St	0.04	
Left	Slight left onto Centre St	0.75	
Left	Turn left onto Middle Rd	0.92	
Right	Turn right onto Millvale Rd	0.96	
Left	Sharp left onto E Broadway	1.74	
Left	Slight left onto Merrimac Rd	4.2	
Straight	Continue onto River Rd	4.99	Merrimac, Ma
Straight	Continue onto Middle Rd	3.21	
Right	Turn right onto Skunk Rd	6.63	
Straight	Continue onto Pleasant Valley Rd	6.98	Amesbury, Ma
Right	Turn right onto Main St	10.08	
Left	Sharp left onto Merrill St	11.24	
Straight	Continue onto Rabbit Rd	11.99	Salisbury, Ma
Right	Turn right onto MA-286 E / High St	13.82	
Straight	Continue onto NH-286 E / Collins St	14.94	
Straight	Continue onto NH-286 E	15.16	
Left	Turn left onto New Hampshire 1A N/Ocean Blvd	17.34	Seabrook, NH
Left	North Hampton Rest Stop (right out of rest stop)	24.13	N. Hampton, NH
Left	Turn left onto NH-111 W/Atlantic Ave	24.51	
Left	Slight left onto NH-151 S / Post Rd	28.51	
Right	Slight right onto NH-111 W / Exeter Rd	28.57	Exeter, NH
Left	Turn left onto Drinkwater Rd	33.07	
Right	Turn right onto Osgood Rd	36.12	Kensington, NH
Left	Kensington Rest Stop (right out of rest stop)	37.13	
Left	Turn left onto NH-150 S/Amesbury Rd	37.28	
Right	Turn right onto Trundlebed Ln	37.62	
Right	Turn right onto Stumpfield Rd	38.07	
Left	Turn left onto NH-108 S/N Rd	40.3	E. Kingston, NH
Left	Turn left onto New Hampshire 107A S / Main Ave	42.79	
Right	Turn right onto Hilldale Ave	44.33	S. Hampton, NH
Left	Turn left onto Lone Goose Rd	46.38	
Left	Turn left onto Kimball Rd	47.12	Amesbury, NH
Left	Turn left onto Lions Mouth Rd	48.63	
Straight	Continue onto Friend St	50.41	
Right	Slight right onto Highland St	50.52	
Right	Turn right onto MA-150 S / Hillside Ave	50.92	
Right	Turn right onto S Hunt Rd	51.78	
Right	Amesbury Rest Stop (left out of rest stop)	52.23	
Left	Turn left onto Buttonwood Rd	53.23	
Left	Turn left onto Pleasant Valley Rd	54.21	
Right	Turn right onto Main St	56.81	
Straight	Continue onto Spofford St (chain bridge)	58	Newburyport, Ma
Right	Turn right onto Belcher St	58.5	
Left	Belcher St turns left and becomes Plant St	58.54	
Right	Turn right onto Ferry Rd / Pine Hill Rd / Curzon Mill	58.67	
Left	Turn left onto Hoyts Ln	59.87	

100 Mile Route Cycle for Shelter, 2016		Distance (miles)	From Start
Direction	Notes		
	Start of route		
Right	Turn right onto Turkey Hill Rd	60.6	
Right	Turn right to stay on Turkey Hill Rd	61.52	
Right	Turn right onto South St / Main St / North St.	63.58	Newbury, Ma
Left	Georgetown Rest Stop (right out of rest stop)	66.83	Georgetown, Ma
Left	Turn left onto Thurflow St	67.24	
Left	Turn left onto Jewett St	67.45	
Right	Turn right to stay on Jewett St / Wethersfield St	68.02	Rowley, Ma
Right	Turn right onto Long Hill Rd	69.27	
Left	Turn left toward Dodge Rd	69.44	
Right	Turn right onto Dodge Rd	70.08	
Left	Turn left onto MA-133 E/Haverhill St	70.98	
Right	Turn right onto Leslie Rd	71.4	
Right	Slight right onto Linebrook Rd	72.79	
Left	Turn left onto Plains Rd	73.1	
Right	Turn right onto Old Right Rd	73.68	Topsfield, Ma
Right	Turn right onto Ipswich Rd	75.65	
Left	Ipswich Rd turns slightly left and becomes Main St (Route 97)	76.22	
Left	Topsfield Rest Stop	76.64	
Straight	Continue onto Washington St	76.81	
Right	Turn right onto Parsonage Ln	76.84	
Right	Turn right onto Bare Hill Rd	77.79	
Left	Turn left onto MA-97 N / Haverhill Rd / Rowley Rd.	78.04	
Right	Slight right onto Rowley Rd / Linebrook Rd	78.51	Ipswich, Ma
Right	Turn right to stay on Linebrook Rd	79.53	
Left	Left onto Newbury Rd	80.08	Rowley, Ma
Left	Turn left onto Boxford Rd / Rowley Rd	81.98	
Right	Turn right onto Killiam Hill Rd (Route 97)	84.05	Topsfield, Ma
Left	Turn left onto Pond St / Service Rd	84.4	Boxford, Ma
Right	Turn right onto Ipswich Rd	84.88	
Right	Slight right onto Main St	88.72	
Right	Boxford Rest Stop	89.73	
Right	Turn right onto Lakeshore Rd (changes to Center St. in Groveland)	90.94	Groveland, Ma
Straight	Continue onto Center St	92.89	
Left	Sharp Left onto Rollins St	95.55	
Left	Slight left onto Garrison St	96.18	
Straight	Straight onto Gardner St	96.57	
Right	Turn right onto MA-97 N / Elm Park (cross Groveland Bridge)	97.1	
Straight	Continue onto Groveland	97.33	Haverhill, Ma
Right	Turn right onto Pine St	97.82	
Right	Continue onto Kenozo St	97.96	
Right	Right into NECC !!! CONGRATULATIONS!!!	100.24	

EMERGENCY CONTACT # : 978.872.4091
 watch for painted route signs. (i.e. \geq : Right Turn)

1/11



Haverhill

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

Date JUN 09 2016

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks to receive a license for TAG DAYS:

Organization: HHS cheerleading

Applicant's Name: Kristen Thistlewood

Applicant's Residence: 40 Hillside St.

Applicant's Signature: Kristen Thistlewood

(3 CONSECUTIVE DAYS ONLY, ONE OF WHICH MAY INCLUDE SOLICITATION ON A PUBLIC WAY)

Date of Tag Day Request(s): Aug 14

Date—Solicitation on a Public Way: NA

Canister: _____ Tag: ✓

Fee: \$ N/A

STREET LOCATIONS (SELECT BELOW):

OFF STREET LOCATIONS (SPECIFY OTHER):

Rosemont St and Main St _____

Heavenly Donut

Water st and Mill st _____

Dunkin Donuts

Market Basket

South Main St & Salem St
(Bradford Common) _____

Main St & Kenoza Ave
(Monument Square) _____

Office Use Only

Recommendation by Police Chief: _____ Approved _____ Denied _____

[Signature]
Police Chief

In Municipal Council, _____

Attest: _____
City Clerk

CITY OF HAVERHILL

12

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

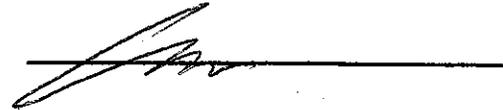
Type of license Roller Skating Rink - Annual license

Name of business "Skateland"

Type of business Roller Rink

Address of business 19 Railroad av , P.O. Box 5270

Marc Pyche



PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, JUN 13 2016, 2016

OFFICE USE ONLY

RENEW

No. _____
FEE 100.00

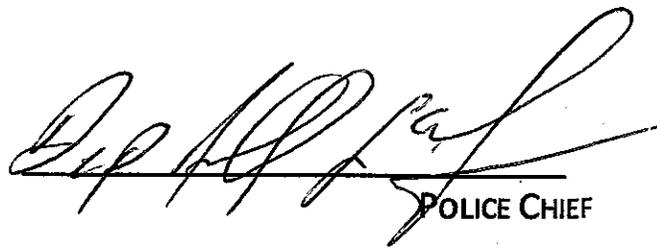
IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____


POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

19

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Sunday - Roller Skating Rink

Name of business "Skateland" - 36 Sundays

Type of business Roller Rink

Address of business 19 Railroad av 01835

Marc Pyche

[Signature]

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, JUN 13 2018, 2015

OFFICE USE ONLY

RENEW

\$ 10.00 per Sunday

No. #

FEE 360.00

IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Bowling - 10 Lanes

Name of business "All Saints Parish"

Type of business Bowling Lanes

Address of business 26 Broadway

Rev. Timothy Kearney

[Signature]

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, May 27, 2015

OFFICE USE ONLY

* 60.00 1st + \$30.00 each additional lane

RENEW

No. _____

FEE \$330.00

IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

_____, CITY CLERK

APPROVED [Signature]

DENIED _____

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Buy + Sell Second Hand Clothing
Name of business "All Saints Parish"

Type of business _____

Address of business 120 Bellevue Av, Haverhill, MA 01832

Rev. Timothy Kearney

[Signature]

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, May 25, 2015

OFFICE USE ONLY

RENEW

No. _____

FEE \$50.00

IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

APPROVED ✓

DENIED _____

_____, CITY CLERK

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Buy + Sell Second Hand Clothing

Name of business "In a Blue Moon Antiques"

Type of business _____

Address of business 133 Merrimack St

Debra A Riley

Debra A Riley

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, JUN 02 2016, 2015

OFFICE USE ONLY

RENEW

No. _____

FEE \$150.00

IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

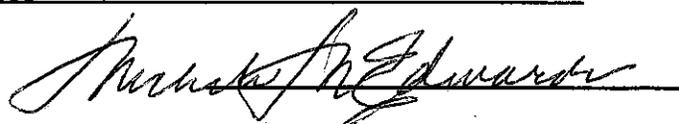
Type of license Buy + Sell Second Hand Clothing

Name of business "In a Blue Moon Antiques"

Type of business _____

Address of business 133 Merrimack St

Michele M Edwards



PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, JUN 02 2016, 2016

OFFICE USE ONLY

RENEW

No. _____

FEE \$50.00

IN MUNICIPAL COUNCIL, _____, 2016

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____



POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Buy + Sell Seecnd Hand Clothing

Name of business "Common Ground Thrift Store"

Type of business SELL USED AND DONATED MERCHANDISE

Address of business 8 White st

PAUL PITZGIBBONS

Paul Pitzgibbons

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, JUN 2, ~~2015~~ 2016

OFFICE USE ONLY

RENEW

No. _____

FEE \$50.00

IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Buy + Sell Second Hand Articles

Name of business "Common Ground Thrift Store"

Type of business SELL USED AND DONATED MERCHANDISE

Address of business 8 White St

Paul Fitzgibbons

Paul Fitzgibbons

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, JUNE 2, 2015 ~~2016~~

OFFICE USE ONLY

RENEW

No. _____

FEE \$56.00

IN MUNICIPAL COUNCIL, _____, 2016

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Buy + Sell Second Hand Articles

Name of business "All Things Repurposed"

Type of business Giftshop

Address of business 179 Rosemont St, Haverhill

Suzanne Reynolds

Suzanne Reynolds

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

MAY 25 2016

HAVERHILL, _____, 2015

OFFICE USE ONLY

RENEW

No. _____

Fee 50.00

IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

_____, CITY CLERK

APPROVED ✓

DENIED _____

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

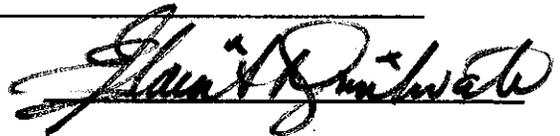
Type of license Buy & Sell Second Hand Articles

Name of business "Vintage View"

Type of business Antiques

Address of business 371 River St

Elaine A. Drinkwater



PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

HAVERHILL, MAY 31 2016, 2015

OFFICE USE ONLY

RENEW

No. _____

FEE \$50.00

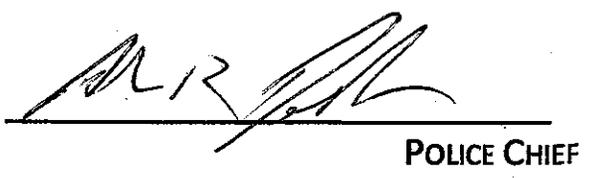
IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

APPROVED ✓

DENIED _____

_____, CITY CLERK



POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Buy & Sell Second Hand Articles

Name of business "In a Blue Moon Antiques"

Type of business _____

Address of business 133 Merrimack St

Debra A Riley

Debra A Riley

PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

JUN 02 2016

HAVERHILL, _____, 2016

OFFICE USE ONLY

RENEW

No. _____

FEE 50.00

IN MUNICIPAL COUNCIL, _____, 2016

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Buy & Sell Second Hand Articles

Name of business "In a Blue Moon Antiques"

Type of business _____

Address of business 133 Merrimack St

Michele M Edwards



PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

JUN 02 2016

HAVERHILL, _____, 2016

OFFICE USE ONLY

RENEW

No. _____

FEE \$50.00

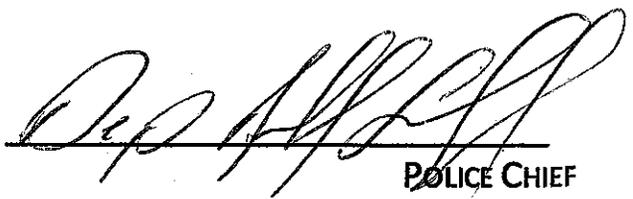
IN MUNICIPAL COUNCIL, _____, 2016

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____


POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

Type of license Junk Dealer

Name of business "TJS Metals"

Type of business Scrap Metal (mail to PO Box 85)

Address of business 43 Hale St N. Salem, VT 03073

Sandy Foley-JAMES Smith

Sandy Foley
James Smith
APPLICANT'S SIGNATURE

PRINT APPLICANT NAME

MAY 27 2016

HAVERHILL, _____, 2015

OFFICE USE ONLY

RENEW

No. _____

FEE 200.00

IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____

[Signature]
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

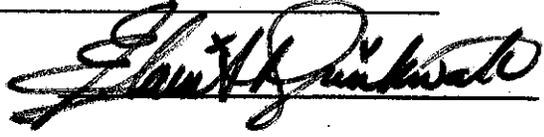
Type of license Buy + sell Old Gold

Name of business "Vintage View"

Type of business Antiques

Address of business 391 River st

Elaine A Drinkwater



PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

MAY 31 2016

HAVERHILL, _____, 2016

OFFICE USE ONLY

RENEW

No. _____

FEE 100.00

IN MUNICIPAL COUNCIL, _____, 2016

ATTEST:

_____, CITY CLERK

APPROVED ✓

DENIED _____



POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK



DOCUMENT

1611

CITY OF HAVERHILL

In Municipal Council

ORDERED:

In accordance with Chapter 40 Section 5G the sum of **\$17,576.00** be appropriated from the Waterways Fund for the purpose of purchasing and installing a Waterways pumpout system.

LA MANAGEMENT INC

(DBA)
 Marine Boatbuilders Co
 PO Box 7826
 Warwick, RI 02887

Estimate

Date	Estimate #
5/30/2016	53010161

Name / Address
Kazmiera Marina Alan Foucault 72 Coffin Ave. Haverhill, MA 01830

			Project
Description	Qty	Rate	Total
28621 Pump, Peristaltic, Platinum, 3Hp, 1P, VFD, 43 GPM	1	9,600.00	9,600.00
161-K-0006B Electric Control Panel INSTALLED	1	1,040.00	1,040.00
26151 Pump Enclosure Platinum w/ 24V Hour Meter & Start/Stop 304SS	1	1,675.00	1,675.00
34x34x36			
26000 Hose rack, L Bracket 304SS	1	78.00	78.00
26045 Deck Fitting Rack	1	35.00	35.00
261-25-150 Pumpout Hose Assembly 25' Suction Hose	1	398.00	398.00
Shipping	1	250.00	250.00
Installation: Install an Edson Platinum Series pump and components -All 2' Spar hose will be run for the plumbing. -All Polly Cobra clamps will be used to secure hose on dock and ramp. -Two flex joints will be made on the top and bottom of the gangway for easy removal and winterization. -A electrical disconnect will be installed by Kazmier Marina within 5' of pump location before L.A. Management starts the installation process. 220 AMP is a REQUIREMENT for this pump to run. -No hydrant is necessary, suction hose will come directly off of pump. -L.A. Management is not responsible for pulling any permits. -Any additional work will be charges accordingly. Terms: Payment for pump is required in full before shipment. 1/2 of the installation is required before start, balance due upon completion of installation.	1	4,500.00	4,500.00
		0.00	0.00
Thank You! Call Rick Jr with any questions at 401-935-1186		Total	\$17,576.00

Phone #	Fax #	E-mail	Web Site
401-935-1186	401-732-4528	rickjr@marineboatbuilders.com	www.marineboatbuilders.com



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 17, 2016

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

RE: Merrimack River Boat Pump-out Facility

Dear President Michitson and Members of the City Council:

With the support and recommendation of the Harbor Commission, I am attaching the following Order.

This order will authorize for the withdrawal of \$17,576 from the Waterways fund to support the purchase and installation of a septic 'pump-out' system on the Merrimack River by Kazmiera Marina. This system does not merely represent an amenity and convenience for boaters, but it also greatly mitigates a direct source of pollution into the Merrimack River. This pump-out system allows for the disposal of waste products where they belong, into our City wastewater system, as opposed to being dumped untreated into our River.

This project is supported by a FY16 grant my Administration obtained from the Commonwealth of Massachusetts Division of Marine Fisheries that will cover approximately 75% of the costs on a reimbursement basis. The City must front the entire cost represented by the \$17,576 figure before June 30, 2016, and then will be subsequently reimbursed. The actual cost to the City thanks to the grant will be less than \$5,000.

This pump-out facility will become the furthest upriver such facility of its kind on the Merrimack, with the next closest being in Amesbury, and State Marine officials are very encouraged by this development.

I appreciate the work of the Harbor Commission in working with us on this grant proposal and on establishing a suitable location for this pump-out station.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/ah



Haverhill

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

June 1, 2016

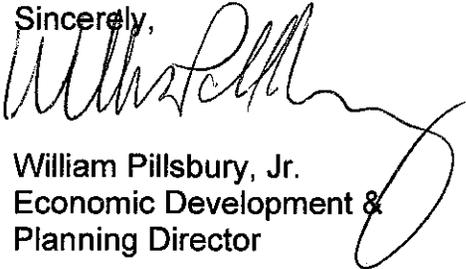
John A. Michitson, Council President
& City Councilors
City Hall—Room 204
City of Haverhill

RE: Cogswell Avenue—DELETE—Seasonal parking

Dear Council President Michitson & Councilors:

As per your request dated 5/26/16, and as requested by Councilor Michael McGonagle in the attached communication dated 5/26/16, I am submitting the Municipal Ordinance that will delete the seasonal parking on Cogswell Avenue.

Sincerely,



William Pillsbury, Jr.
Economic Development &
Planning Director

WP/lw

21-E

2802



DOCUMENT 21-E

CITY OF HAVERHILL

In Municipal Council June 7 2016

~~ORDERED~~

MUNICIPAL ORDINANCE

Chapter 240

**An Ordinance Relating to Parking
(No Parking-North Side of Cogswell Avenue)**

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
Cogswell Avenue North Side	No Parking	24 hours

APPROVED as to legality:

City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk



Haverhill

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

June 1, 2016

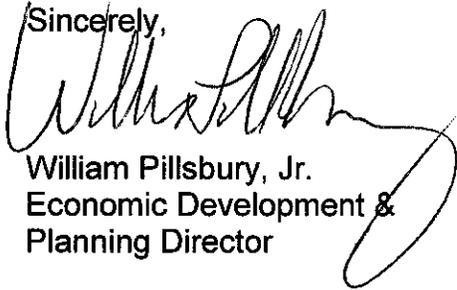
John A. Michitson, Council President
& City Councilors
City Hall—Room 204
City of Haverhill

RE: Cogswell Avenue (north side)-No Parking

Dear Council President Michitson & Councilors:

As per your request dated 5/26/16, and as requested by Councilor Michael McGonagle in the attached communication dated 5/26/16, I am submitting the Municipal Ordinance that will create no parking on the north side of Cogswell Avenue.

Sincerely,



William Pillsbury, Jr.
Economic Development &
Planning Director

WP/lw

22-10

18.3



DOCUMENT 22-B

CITY OF HAVERHILL

In Municipal Council June 7 2016

ORDERED:

MUNICIPAL ORDINANCE

CHAPTER 240

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, as amended, be further amended by adding the following to § 240-98 Schedule P: Heavy Commercial Vehicles:

NAME OF STREET	LOCATION OF EXCLUSION	EXCLUSION TYPE	EXCLUSION TIMES
Corliss Hill Road	From Whittier Road to Plaistow NH Town Line	All vehicles over 2 ½ tons	24 Hours 7 days
Whittier Road	Amesbury Road (southerly intersection) to Amesbury Road (northerly intersection)	All vehicles over 2 ½ tons	24 Hours 7 days

APPROVED AS TO LEGALITY:

City Solicitor

PLACED ON FILE FOR at least 10 days

Attest:

City Clerk



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinlin, Administrator



May 27, 2016

Mr. John H. Pettis III, P.E.
City Engineer
City Hall, Room 300
4 Summer Street
Haverhill, MA 01830

RECEIVED
MAY 31 2016
OFFICE OF CITY ENGINEER
Haverhill, MA

Dear Mr. Pettis:

This is relative to a recent request received by MassDOT for a twenty-four hour, two and one-half ton Heavy Commercial Vehicle Exclusion for Corliss Hill Road and Whittier Road in the City of Haverhill.

Please find attached a copy of Traffic Regulation Permit No. 128-7202 for Corliss Hill Road and Whittier Road, dated May 27, 2016. Please forward to this office a copy of the official municipal ordinance adopting this regulation into the City's rules and regulations at your earliest convenience.

Sincerely,

Neil E. Boudreau
State Traffic Engineer

RFW/
Att.
Cc. Dist. 4 Traffic
Chief of Police



TRAFFIC ENGINEERING & OPERATIONS
HEAVY COMMERCIAL VEHICLE EXCLUSION
TRAFFIC REGULATION PERMIT

City/Town: **HAVERHILL**

Date: **May 27, 2016**

Permit No. **128-7202**

Under the authority of MASS. GEN. LAWS Ch. 85, § 2, the Commonwealth of Massachusetts Department of Transportation Highway Division hereby approves the Municipal Ordinance enacted by the City Council of the City of Haverhill with such stipulations and exceptions, if any, as are noted herein.

The validity of this permit is contingent upon the conformity of the signs erected or used in connection with this Traffic Rule and Regulation, with the standards and specifications prescribed by MassDOT.

EXCLUDED ROUTES— Corliss Hill Road, Whittier Road

EXCLUSION TYPE — Two and one half (2 ½) Tons

HOURS OF EXCLUSION — 24 hours

DAYS OF EXCLUSION — 7 Days

ALTERNATE ROUTE— Amesbury Road (Route 110), Newton Road (Route 108)

EXEMPTION: *This exclusion does not apply to heavy commercial vehicles going to or coming from any of the above excluded routes for the purpose of making deliveries of goods, materials or merchandise to or similar collections from abutting land or buildings or adjacent streets or ways to which access cannot otherwise be gained; or to vehicles used in connection with the construction, maintenance and repair of said streets or public utilities herein; or to Federal, State, Municipal or public service corporation owned vehicles.*

FOR MASSDOT HIGHWAY DIVISION

State Traffic Engineer



Haverhill

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

June 1, 2016

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
MEMBERS OF THE CITY COUNCIL**

Subject: *Corliss Hill Road and Whittier Road – Heavy Vehicle Truck
Exclusion (HVTE)*

We recently had a Study done for Corliss Hill Road and Whittier Road to determine if it would be proper to have a HVTE on the roadway. The Study recommended that such exclusion was proper, and MassDOT agrees and approves (see attached). Also attached is the proposed Ordinance for the exclusion. Please place on file for 10 days at the June 7th meeting, for vote at the June 21st meeting.

Please contact me if you have any questions.

Sincerely,

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

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

70

18.9



DOCUMENT 70

CITY OF HAVERHILL

In Municipal Council June 7 2016

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 11

AN ORDINANCE RELATING TO HAVERHILL HISTORIC COMMISSION

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Duties of Historic Commission, Chapter 11-43, as amended, be and is hereby further amended as follows:

§11-43. Duties of Historic Commission

“E. Main Street Historic District. The Commission shall have jurisdiction over the area known as the Main Street Historic District, as described in the National Register of Historic Places Registration Form on file with the City Clerk which is hereby declared to be a part of this ordinance, for the purposes of application and enforcement of the below demolition delay provisions. This being the same area which was accepted for listing in the National Register of Historic Places on May 9, 2003.

1. Demolition Delay. The Commission is authorized to advise the Building Inspector with respect to demolition permit applications. The issuance of demolition permits is regulated as provided by this ordinance.

2. Definitions.

APPLICANT - Any person or entity who files an application for a demolition permit. If the applicant is not the owner of the premises upon which the building is situated, the owner must indicate on or with the application his/her assent to the filing of the application.

APPLICATION - An application for the demolition of a building.

BUILDING - Any combination of materials forming a shelter for persons, animals, or property.

BUILDING INSPECTOR - The person occupying the office of Building Inspector or otherwise authorized to issue demolition permits.

COMMISSION – The Haverhill Historical Commission or its designee.

DEMOLITION - Any act of pulling down, destroying, removing, dismantling or razing a building or commencing the work of total or substantial destruction with the intent of completing the same.

DEMOLITION PERMIT - The building permit issued by the Building Inspector for a demolition of a building, excluding a building permit issued solely for the demolition of the interior of a building.

SIGNIFICANT BUILDING – Any building included within and having been made a part of the Main Street Historic District, as described above. A Significant Building is subject to the six month demolition delay period of this ordinance.

3. Procedure. No demolition permit for a building shall be issued without following the provisions of this ordinance.

An applicant proposing to demolish a building which qualifies as a Significant Building shall file with the Building Inspector an Application containing the following information: The address of the building to be demolished; the owner's name, address and telephone number; the applicant's name, address and telephone number; a description of the building; the reason for requesting a demolition permit; a brief description of the proposed reuse, reconstruction, or replacement building, including a site plan showing location of the replacement building; photographs of the building (building exterior, all 4 sides; building interior; all rooms and areas; A report prepared by a Registered Professional Engineer no earlier than 30 days prior to the date of application certifying that the building is structurally unsound, if structural deficiencies are identified by the applicant as the reason for requesting a demolition permit.

The Building Inspector, on the day of receipt of an application for demolition of a Significant Building, shall forthwith forward a copy of this application to the Commission, as well as copies to the Planning Board and the City Council.

The Commission shall fix a reasonable time, within twenty one days of receiving a copy of such application, for a hearing on the application and shall give public notice thereof by publishing notice of the time, place, and purpose of the hearing in a local newspaper at least seven days before said hearing and also, within seven days of said hearing, mail a copy of said notice to the applicant, to the owners of all adjoining properties, to the owners of all other properties within the Main Street Historic District, and, all property deemed by the Commission to be affected thereby as they appear on the most recent local tax list, to the Haverhill Planning Board, to the

Haverhill City Council, and to such other persons as the Commission shall deem entitled to notice.

Upon determination by the Commission that the building is both a Significant Building which should be preserved, the Commission shall so notify the Building Inspector and the applicant in writing. No demolition permit may be issued at this time. If the Commission does not notify the Building Inspector within twenty one days of receipt of the application, the Building Inspector may proceed to issue the demolition permit.

If the Commission deems the Significant Building should be preserved, within seven days of determination the Commission shall in writing invite the applicant and the owner of record of said Significant Building and any other persons deemed appropriate to participate in an investigation of alternatives to demolition. Such alternatives include but are not limited to: incorporation of the building into the future development of the site; adaptive re-use of the building; utilization of financial incentives to rehabilitate the building; rezoning; or seeking a new owner willing to purchase and preserve, restore, rehabilitate, or relocate the building.

The Building Inspector may issue a demolition permit or a building permit for a Significant Building within the six months if the Commission notifies the Building Inspector in writing that the Commission finds that either:

(a) the Commission is satisfied that there is no reasonable likelihood that either the owner or some other person or group is willing to purchase, preserve, rehabilitate, restore, or relocate such building; or

(b) the Commission is satisfied that the owner has made continuing, bona fide and reasonable efforts to locate a purchaser to preserve, rehabilitate, restore. Or relocate the subject building, as documented by submitted dated specific personal notifications, communications with advisors and parties of interest, and that such efforts have been unsuccessful.

Following the six month delay period, the Building Inspector may issue the demolition permit, provided that all plans for the use of the site after demolition have been found to comply with applicable laws and all permits and approvals for the replacement building or development have been obtained.

Once the demolition permit has been issued, the receiving party must demolish the building within ninety days. If the building is not demolished within ninety days, the demolition permit must be resubmitted to the Commission for reconsideration.

4. Administration. The Commission is authorized to request from the Mayor and City Council a schedule of reasonable fees to cover the costs associated with the administration of this ordinance.

5. Emergency Demolition. If after an inspection, the Building Inspector finds that a building subject to this ordinance is found to pose an immediate threat to public health or safety due to its deteriorated condition and that there is no reasonable alternative to the immediate demolition of the building or structure, then the Building Inspector may issue an emergency demolition permit to the owner of the building or structure. The Building Inspector shall then prepare a report explaining the condition of the building and the basis for his decision which shall be forwarded to the Commission.

6. Enforcement and Remedies. The Building Inspector is specifically authorized to institute any and all actions and proceedings, in law or equity, deemed necessary and appropriate to obtain compliance with the requirements of this ordinance or to prevent a threatened violation thereof. Submitting incorrect information on the application for demolition permit shall be considered a violation of this ordinance.

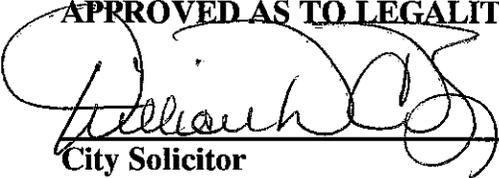
Any owner of a building subject to this ordinance that demolishes the building without first obtaining a demolition permit in accordance with the provisions of this ordinance shall be subject to a fine of not more than Three Hundred (\$300.00) Dollars by the Building Inspector. Each day the violation exists shall constitute a separate offense.

If a Building Inspector determines that property subject to this ordinance is demolished without first obtaining a demolition permit, no building permit shall be issued for a period of two years from the date of the commencement of the demolition on said property.”

Severability.

In case any section, paragraph or part of this ordinance is for any reason declared invalid or unconstitutional by any court, every other section, paragraph, and part shall continue in full force and effect.

APPROVED AS TO LEGALITY



City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk

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

HAVERHILL
CITY CLERK'S OFFICE
MARGARET A. TOOMEY, CITY CLERK

FAX

TO: KATIE - GAZETTE FROM: MARIA BEVILACQUA
FAX: 978-685-2432 DATE: 6-8-16
PHONE: 978-946-2157 PAGES: 2 (INCLUDING COVER SHEET)
RE: Ord n' TAL Hist comm CC:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

Hi Katie -
- Please run ASAP
- FRIDAY start -
June 10

Thanks! Maria



DOCUMENT 70

CITY OF HAVERHILL

In Municipal Council June 7 2016

ORDERED:

MUNICIPAL ORDINANCE

CHAPTER

An Ordinance Relating To Haverhill Historic Commission

Since this Ordinance exceeds in length eight octavo pages of ordinary book print, in lieu of advertising, it is published by the City Council in a municipal bulletin, and placed on file in the City Clerk's Office and posted on the municipal bulletin board in City Hall.

PLACED ON FILE for at least 10 days

Attest:

City Clerk

RECEIVED 6/7/16 6:58pm
JK

CITY OF HAVERHILL
MASSACHUSETTS
CITY SOLICITOR'S OFFICE

145 South Main Street
Bradford, MA 01835
(978) 373-2360
FAX: 978/891-5424
EMAIL: billcoxlaw@aol.com

WILLIAM D. COX, JR.
CITY SOLICITOR

June 7, 2016

TO: John Michitson, President and Members of the Haverhill City Council

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

RE: Ordinance - Haverhill Historic Commission

In order to provide a level of review and consideration before the demolition of historic structures within the Main Street Historic District, a National Register of Historic Places listing, the Mayor has requested that I prepare and submit the above ordinance. We would request that you place the ordinance on file this evening to be brought back for final action at your next meeting. We will provide you with additional material prior to that meeting.

Should you have any questions or concerns, please do not hesitate to contact me.

cc: James J. Fiorentini, Mayor
Encl.



1911

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

June 2, 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
May as filed in the Assessors Office.

Very truly yours,

Stephen G. Gullo, MAA
Assessor

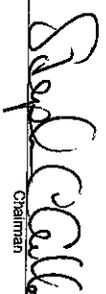
Day	2016 MVE	2015 MVE	2014 MVE	2016 REAL ESTATE	2015 REAL ESTATE	2016 BOAT	2013 MVE	2016 PERSONAL PROPERTY	2015 PERSONAL PROP	2013 MVE CANCEL	2006 MVE UNCOL	2006 MVE UNCOL	2007 MVE UNCOL	2003 UNCL PERS. PROP.	1999 UNCL PERS. PROP.
1															
2	#13829-\$2280.71														
3	#13844-\$868.13														
4	#13884-\$4306.84			#13895-\$7007.00		#13851-\$655.00									
5															
6															
7															
8															
9	#13724-\$4267.06														
10		#13728-\$413.86	#13737-\$97.50												
11															
12	#13757-\$2045.72														
13															
14															
15															
16	#13800-\$1743.77														
17		#13811-\$1686.31													
18															
19															
20	#13802-\$2180.93														
21															
22															
23															
24	#13946-\$1682.90														
25															
26	#13894-\$1117.92					#13973-\$115.83									
27															
28															
29															
30															
31															
Refunds		#14013-\$132.08													
Rec. by															
Collector															
Totals	20,468.88	2,131.25	37.50	7,007.00		770.83									

May 1, 2016

To the Auditor of Accounts:
 This is to certify that statements as shown above, amounting in the aggregate
 have been CANCELLATION ABATEMENT ABATEMENT

Thirty Thousand Four Hundred Fifteen Dollars & Fifty Six Cents \$30,415.56

BOARD OF ASSESSORS.

By: 
 Chairman

20.1

CITY COUNCIL



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

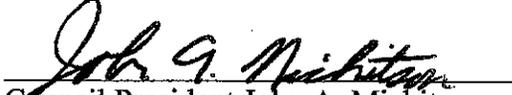
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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

June 6, 2016

TO: Members of the City Council

Council President Michitson wishes to introduce Tim Love from Utile Architecture + Planning and Noah Koretz from MassDevelopment to present the final urban design plan for the Merrimack Street District, as designated by the MassDevelopment Transformative Development Initiative.


Council President John A. Michitson

20.2

CITY COUNCIL



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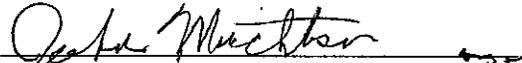
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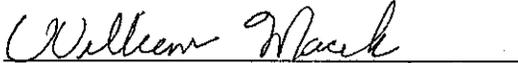
June 14, 2016

TO: Members of the City Council:

Council President John Michitson, Councillors Macek and Bevilacqua wish to recognize the 50th anniversary of the Vietnam War.



Council President John A. Michitson



Councillor William J. Macek



Councillor Joseph J. Bevilacqua

2013

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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

June 14, 2016

TO: Mr. President and Members of the City Council

Councillors LePage and Barrett would like to discuss the City's purchase of streetlights, electric rates, update on the landfill solar project and other cost-saving measures.

City Councillor Colin LePage

City Councillor Melinda Barrett

2014

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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

June 16, 2016

TO: Mr. President and Members of the City Council

Councillor Joseph Bevilacqua requests a discussion regarding speeding and sidewalk needs on Boston Road.

Joseph Bevilacqua

City Councillor Joseph Bevilacqua

20,5

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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

June 17, 2016

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

Councillor Joseph Bevilacqua would like to introduce Ron MacLeod to discuss traffic safety issues and concerns on city streets.


City Councillor Joseph Bevilacqua

20.6

CITY COUNCIL



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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

June 17, 2016

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

Councillor Joseph Bevilacqua would like to introduce Ron MacLeod to discuss public participation at council meetings.

Joseph Bevilacqua
City Councillor Joseph Bevilacqua

CITY COUNCIL

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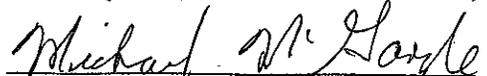
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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

June 9, 2016

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

Councillor Michael McGonagle would like to submit the recommendations of the Traffic & Safety Committee held on June 1, 2016.


City Councillor Michael McGonagle



**HAVERHILL
POLICE DEPARTMENT**

**40 Bailey Blvd.
Haverhill, Massachusetts 01830**

**Alan R. DeNaro
Chief of Police**

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

June 6, 2016

Council President John Michitson
Members of the Haverhill City Council
4 Summer Street – Room 204
Haverhill, MA 01830

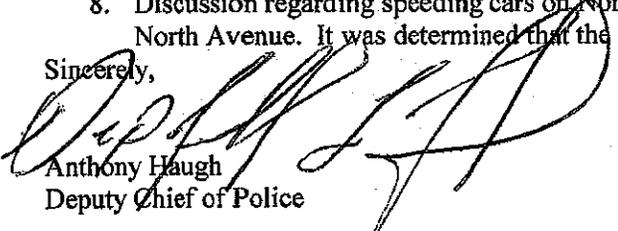
Re: Traffic & Safety Committee Meeting – June 1, 2016

Dear President Michitson & Councilors:

The Traffic and Safety Committee held a meeting on Wednesday, June 1, 2016. During the meeting it was determined that the following recommendations would be made to the City Council for consideration.

1. Discussion regarding traffic improvements at So. Elm, So. Prospect and So. Pleasant Streets. After a lengthy discussion it was determined that the Police will continue with enforcement. It is also recommended that a no parking from the corner of So. Prospect extension across the front of 119 South Elm Street ordinance be created. It should be noted that a design for this intersection has been done, but is not funded by the City.
2. Discussion regarding Jordan Street. It was noted that the City is still waiting to hear from the State regarding a truck exclusion.
3. Discussion regarding a request to have Burnham Street made one way coming in from Groveland Street. Also requesting to have a 'Do Not Enter' sign from Lincoln Avenue onto Burnham Street with the entrance closed up to a normal size street exit. After discussion it was determined that the recommendation is to not make any streets one way until a study is done of the entire area. City Engineer John Pettis is in talks with Burger King with reference to close up the entrance of Burnham Street to a normal size street entrance/exit.
4. Discussion regarding the request for a cross walk sign in front of 143 Essex Street. After a discussion it was determined that the committee recommends the Highway Department put up some signs.
5. Discussion regarding the dangerous intersection of White/Charles Street. After discussion it was determined that this intersection should be left alone. It should also be noted that the proper signage is in place.
6. Discussion regarding a possible 4-way stop sign at South New and South Spring Streets. After discussion it was determined that this intersection should be left along and Officer Powell will call the highway department to post slow children signs.
7. Discussion regarding speeding traffic on Chadwick Road. After discussion it was determined that Officer Powell will put up one of the speed limit signs letting people know how fast they are going and will have the Highway Department put up some thickly settled area signs. The Police Department will also step up enforcement in the area. City Engineer John Pettis will also look into a truck exclusion.
8. Discussion regarding speeding cars on North Avenue. It was requested that the speed sign be put back up on North Avenue. It was determined that the speed signs will be placed as the department deems appropriate.

Sincerely,


Anthony Haugh
Deputy Chief of Police

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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