



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, November 29, 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 representatives of the Commonwealth's Division of Conservation and Recreation's (DCR) "Greening the Gateway Cities" program who are stationed in Haverhill to speak regarding free trees throughout the City's Environmental Justice areas

3.2 Communication from Mayor Fiorentini submitting a letter of recommendation from Haverhill's Energy Manager and a Payment in Lieu of Tax (PILOT) agreement with Clean Energy Collective Solar #1096 LLC, for approved solar project at 1305 Broadway, Haverhill

Related communication from Orlando Pacheco, Purchasing Director/Energy Manager

3.3 Communication from Mayor Fiorentini submitting letter of recommendation from City's Energy Manager, a Power Purchase Agreement (PPA) and an Easement between Invaleon Solar Technologies for solar project located at Tilton School, 70 Grove st, Haverhill

Related communication from Orlando Pacheco, Purchasing Director/Energy Manager

3.4, 3.5, 3.6 Communication from Mayor Fiorentini submitting letters of recommendation from Haverhill's Energy Manger, Orlando Pacheco and easements with City of Haverhill for maintenance of approved solar array projects as listed:

3.4.1 *Solect Energy* for Haverhill City Hall, 4 Summer st

3.5.1 *Solect Energy* for Maintenance Garage, 93 Downing av

3.6.1 *Mass American Energy* for Police Station, 40 Bailey blvd

3.7 Communication from Mayor Fiorentini submitting Order to sell a parcel of land on Merrimack st to the *Lupoli Companies* for \$701,000 and related documents relative to development of the site

3.7.1 Order-authorize Mayor to sell parcel of land on Merrimack st; known as Riverfront Promenade Parking Lot/Cram Place Parking Lot; to *Lupoli Companies* and also is authorized to execute purchase and sale agreement and all other related documents to effectuate the sale

Attachments

4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

NO SCHEDULE

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

NO SCHEDULE

6. APPOINTMENTS:

NO SCHEDULES

Confirming Appointments

Non-confirming Appointments: Cable TV Advisory Committee

Resignations



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7. PETITIONS

NO SCHEDULE

8. APPLICATIONS/HANDICAP PARKING SIGNS:

NO SCHEDULE

9. ONE DAY LIQUOR LICENSES:

NO SCHEDULE

10. APPLICATIONS FOR PERMIT

NO SCHEDULE

11. TAG DAYS

NO SCHEDULE

12. ANNUAL LICENSE RENEWALS:

Roller Skating Rink

Sunday Skating

Pool Tables

Sunday Pool

Bowling

Sunday Bowling

Buy & Sell Second Hand Clothing

Buy & Sell Second Hand Articles

Loughlam Service Inc, Repair Mobile phones – 141 Winter st

Attachment

Junk Dealer

Buy & Sell Old Gold

Pawnbroker

Limousines

Taxis

Taxi Driver License

Chair Cars

Auctioneer

Theater

Exterior Vending Machine

Coin-Ops (Renewals)

GLS Associates Inc, 7 Parkridge rd – 12 Coin-ops

Market Basket, 2 Water st – 2 Coin-ops

Academy Lanes, 725 So Main st – 12 Coin-ops

American Legion Post 4 Inc – 3 Coin-ops

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Sunday License

GLS Associates Inc, 12 Sunday Coin-ops
Market Basket, 2 Sunday Coin-ops
Academy Lanes, 12 Sunday Coin-ops
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Fortune Teller

NO SCHEDULE

HAWKER/PEDDLER

Milton Russell to sell Christmas trees & wreaths at the *Elks*, 24 Summer st; November 26th thru December 24th; Monday-Friday 3 pm to 8pm and Saturday & Sunday, 11:00 am to 7:00 pm

Attachment

13. DRAINLAYER 2016 LICENSE

NO SCHEDULE

14. HEARINGS & RELATED ORDERS:

14.1 **Document 99:** William Pillsbury, City's Economic Development & Planning Director requests Hearing regarding an amendment to Zoning Ordinance – Lake Street area; RR & RM Zoning Line adjustments along with related Zoning Ordinance

Favorable recommendation from Planning Board and Planning Director

14.1.1 **Document 99-B:** Zoning Ordinance – Lake Street Area – Zone Line Adjustments
filed September 28 2016

Attachments

14.2 **Document 100:** Petition from Dave Traggorth/*Traggorth Companies LLC*, requesting special permit to redevelop and restore 81-87 Washington st; known as the *Al Forno Building*; to create up to 24 rental apartments, including 6 two-bedroom units and 12 one-bedroom units to include 1,900 SF of ground floor retail space for lease along Washington st; Assessor's Map 301, Block 52, Lot 6

Favorable conditional recommendation from Planning Board and Favorable conditional recommendation from Planning Director to include all items in all letters from City Departments - also requesting Council approve a waiver from the affordability requirement in our current ordinance

14.2.1 Communication from William Pillsbury, Economic Development and Planning Director submitting documents related to redevelopment of market rate/mixed use project at 81-87 Washington (formerly *Trattoria Al Forno*) for approval as follows:

14.2.1.1 **Resolution** – Council adopt and authorizes Mayor to approve and execute a *TIF Agreement* between City of Haverhill on basis of purchase of 81-87 Washington st parcel

Attachments



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15. NEW BUSINESS/ORDERS:

15.1 Order - Appropriate \$376,888 from Health Insurance Trust Fund and transfer to FY2017 Health Insurance Budget

15.2 Order - Appropriate \$778,162.06 from Health Insurance Trust Fund and transfer to Stabilization

15.3 Home Rule Petition – Assessment of Fines – Double Utility Poles

Related communication from William Cox, City Solicitor

Attachments

16. ORDINANCES (FILE 10 DAYS):

16.1 Ordinance re: Parking – 49 Bellevue av – Delete Handicap Parking

File 10 days

16.2 Ordinance re: Building Construction - Amend City Code – Chapter 120-11 Fees; regarding permit fee for work being performed for the City

File 10 days

Related communication from William Cox, City Solicitor

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17. UNFINISHED BUSINESS:

NO SCHEDULE

18. MONTHLY REPORTS

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19. COMMUNICATION FROM COUNCILLORS

19.1 Communication from President Michitson and Councillor Barrett requesting to discuss the pending occupancy by the *Essex County Sheriff's Department Pre-release Program* on 5th Avenue

19.2 Communication from Councillor Barrett requesting to introduce Jack Welch to speak about the *Rail Trail* art placement

19.3 Communication from Councillors Bevilacqua and LePage requesting a discussion regarding appropriate safe regulation of marijuana shop access and locations

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19.5 Communication from Councillor Bevilacqua requesting to introduce Ron MacLeod to discuss traffic safety in the City

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20. RESOLUTIONS AND PROCLAMATIONS

NO SCHEDULE



**CITY OF HAVERHILL
CITY COUNCIL AGENDA**

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21. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS
NO SCHEDULE

22. DOCUMENTS REFERRED TO COMMITTEE STUDY

23. ADJOURN



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3,1

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

November 23, 2016

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

RE: Communication from Mayor Fiorentini regarding Greening the Gateway Cities

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

I would like to request to introduce representatives of the Commonwealth's Division of Conservation and Recreation's (DCR) 'Greening the Gateway Cities' program who are stationed in Haverhill outreach to provide free trees throughout the City's Environmental Justice areas.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/dsvd

3.2

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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

November 22, 2016

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

RE: PILOT Agreement with Clean Energy Collective Solar #1096 LLC at 1305 Broadway

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

Attached please find a letter of recommendation from Haverhill's Energy Manger, Orlando Pacheco, and a payment in lieu of tax (PILOT) agreement for an approved solar project located at 1305 Broadway, Haverhill, MA.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



Haverhill

Purchasing Department, Room 105
Phone: 978-374-2309 Fax: 978-521-4348
purchasing@cityofhaverhill.com

October 20, 2016

Mayor James J. Fiorentini
City Hall
4 Summer Street
Haverhill, MA 01830-5875

Dear Mayor:

Attached is the Payment in Lieu of Tax Agreement (PILOT) for the approved solar project on 1305 Broadway. The project, which is being constructed by Clean Energy Collective is expected to be about 1.382 (Megawatts) MW-DC in size and has received all local approvals.

The PILOT agreement starts at \$24,697.00 and increases every 5 years by 2.5% years for a projected total payment over the 25 year period of \$648,670.

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

Sincerely,

Orlando Pacheco
Purchasing Director/Energy Manager

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY

between

CEC SOLAR #1096, LLC

and

CITY OF HAVERHILL

dated as of October 25, 2016

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR
PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY (this "Agreement") is made and entered into as of October 25, 2016 by and between **CEC Solar #1096, LLC**, a Colorado limited liability company ("Developer"), and the **City of Haverhill**, a municipal corporation duly established by law and located in Essex County, Commonwealth of Massachusetts (the "City"). Developer and the City are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer plans to build and operate a solar photovoltaic generating facility and ancillary equipment (the "Project") with an expected nameplate capacity of approximately 1.382 megawatts ("MW"), direct current ("DC"), and 0.996 megawatts ("MW"), alternating current ("AC"), on an approximately 9.40 acre leased-area of land located at 1305 Broadway, Haverhill, Massachusetts, as more particularly described in Exhibits A and A-1 (the "Property");

WHEREAS, Mass. Gen. Laws ch. 59 §38H authorizes the City to enter into an agreement for a negotiated payment in lieu of taxes imposed on real and personal property;

WHEREAS, it is the intention of the Parties that Developer make annual payments to the City for the Term (as defined below) of this Agreement in lieu of all real and personal property taxes on the Project and Property;

WHEREAS, except as provided herein, the Parties intend that, during the term of the Agreement, Developer will not be assessed for personal or real property taxes for the Project or Property, and this Agreement will provide for the exclusive payments in lieu of such taxes during the term hereof; provided, however, that this Agreement does not include and shall not affect any other taxes or fees that may be owed now or in the future by Developer and Property Owner, including, but not limited to, property taxes for the Property (including buildings and, excluding the Project, fixtures and improvements located thereon), and taxes for personal property other than the Project, which taxes, if any, shall continue to be assessed by the City in accordance with applicable laws and regulations.

NOW THEREFORE, in exchange for the mutual commitments set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Payment in Lieu of Real and Personal Property Taxes. Developer agrees to make payments to the City in lieu of all real and personal property taxes which might otherwise be assessed against the Project and the Property (the "PILOT Payments") for a period of twenty five (25) consecutive fiscal tax years, commencing with fiscal tax year following the first January 1 on or after the Completion Date (as defined below) (the "Term"). The PILOT Payments shall be based on a rate of Seventeen Thousand Eight Hundred and Fifty Eight Dollars (\$17,858.00) per MW DC. Based on a system size of 1.382 MW DC, the PILOT Payments shall for an annual amount starting at Twenty Four Thousand Six Hundred and Seventy Nine Dollars (\$24,679.00) with a 2.5% escalator every five (5) years for the duration of the Term. The PILOT Payments have been summarized in Exhibit B. Developer shall pay the PILOT Payment in four equal quarterly installments based on an annual bill issued by the City to the Developer. Except as may be

expressly set forth herein, the Parties agree that the PILOT Payments shall not be increased or decreased for any reason, including on account of an inflation factor or change in the City's tax rate. Developer shall have no liability for any personal property taxes with respect to the Project or Property except for the PILOT Payments, and the City will not (i) seek to invalidate this Agreement; (ii) impose any lien on or encumber the Project or Property (or the improvements thereon) except as is expressly provided herein; or (iv) take any affirmative action in support of the bifurcation of the taxation of real and personal property.

The "Completion Date" shall be that date determined by Developer on which the Project is first ready for regular, daily operation, has been interconnected to the system of the local electric distribution company ("LDC"), has been accepted by the LDC (to the extent required), and is capable of producing electricity. Developer shall provide the City with written notice of the Completion Date.

2. Inventory. Attached as Exhibit C is an inventory of all personal property and real property comprising and incorporated into the Project and/or Property as of the Completion Date (the "Inventory").

3. Assignment; Recording. This Agreement will be binding upon and inure to the benefit of Developer and its successors and assigns as owners of the Project, and the rights and obligations created hereunder will run with the Project and the Property. Without limiting the foregoing, except to the extent prohibited by the G.L. c. 59, § 38H (b) and/or regulations promulgated pursuant thereto, Developer may, without the prior consent of the City, pledge, collaterally assign or assign its rights and obligations under this Agreement to (i) any affiliate of Developer; or (ii) to any party that has provided or is providing financing to Developer for the construction, operation and/or maintenance of the Project; or (iii) to an entity no less creditworthy than Developer to whom Developer has sold or transferred all its interests in the Project. A Notice of this Agreement will be recorded in the applicable Registry of Deeds promptly following its execution.

4. Termination. Developer may terminate this Agreement upon ten (10) days' written notice to City in the event (i) the Project ceases commercial operation and is decommissioned; or (ii) the Developer's rights to use or access the Property is terminated for any reason; or (iii) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable.

5. Water and Sewer Rates and Fees. The City agrees that it will not charge Developer water and sewer rates or connection fees greater than the prevailing rates and fees applicable to other commercial users in the City. In the event that the City ever privatizes, leases, sells or otherwise transfers its water or sewer system or its waste water treatment plant to a private owner or operator, this provision will be binding on such successor owner or operator.

6. Payment Collection. All rights and remedies available to the City for the collection of taxes shall apply to the payments in lieu of taxes hereunder, including, but not limited to, the rights and remedies provided in G.L. c.59 and G.L. c.60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. The provisions of the General Laws, including but not limited to G.L. c.59 and G.L. c.60, will govern the establishment of liens and the collection of any payments in lieu of taxes provided for in this Agreement as though said payments were real and personal property taxes due and payable to the Town.

7. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates, documents, consents or approvals, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement or is otherwise entitled to request or require hereunder.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Developer:

CEC Solar #1096, LLC
146 West Boylston Drive, Suite 200

Worcester, MA 01606

Attn: Jeffrey Lord
Email: jeff.lord@easycleanenergy.com

If to Lender:

As may be identified by Developer, from time to time.

If to City:

City of Haverhill
4 Summer Street
Room 100
Haverhill, MA 01830
Attn.: Mayor of Haverhill

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9. Force Majeure. As used herein, “Force Majeure” includes, without limitation, acts of God including floods, winds, storms, earthquake, fire or other natural calamity; acts of war or other civil insurrection or terrorism; or taking by eminent domain by any governmental entity (other than the City) of all or a portion of the Property or the Project.

If an event of Force Majeure occurs during the Term and as a result of such event of Force Majeure the Project or Property is partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable for its intended purposes (“Damaged”), then for the period of time following the event of Force Majeure during which the Project or Property is so Damaged, the PILOT Payments will be eliminated or reduced proportionate to the Damage. The Parties hereby

agree that such proportionate damage will be determined solely by the entity providing property loss and damage insurance to the Developer.

10. Recordkeeping; Approvals. The City shall timely comply with any recordkeeping, filing or other requirements mandated by the Massachusetts Department of Revenue in connection with the Department's implementation of the PILOT Statute. The City represents and warrants that it has taken all votes and received all authorizations and/or approvals necessary to cause this Agreement to be a valid and binding obligation on the City. A copy of the minutes evidencing such vote(s) or authorizations is attached hereto as Exhibit D.

11. Lender's Right to Cure. The City shall send a copy of any notice of default sent to Developer to any secured lender providing financing to Developer in connection with the Project (as identified in Section 13 hereof, the "Lender") by certified mail at the same time such notice is sent to Developer, and where this Agreement expressly provides for a cure of said default, no such notice of default to Developer shall be effective unless and until a copy of such notice has been delivered to Lender, and the applicable cure period, beginning on the date of such delivery, has expired. Lender shall have the same time and rights to cure any default as Developer, and the City shall accept a cure by Lender as if such cure had been made by Developer, provided said cure is made in accordance with the provisions of this Agreement.

12. Miscellaneous. The Parties agree that this Agreement was negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project and Property, to the extent that such value is determinable as of the date of this Agreement. Each Party was represented by counsel in the negotiation and preparation of this Agreement. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them. The City and Developer shall act in good faith to carry out and implement this Agreement. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in counterparts that, taken together, will constitute a single document.

[Signature Page to Follow]

EXECUTED under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

City of Haverhill

By: _____
Name:
Title:

CEC SOLAR #1096, LLC

By: Clean Energy Collective, LLC
Its manager

By: _____
Name: Paul Spencer
Title: Chief Executive Officer

Exhibit A

Sketch Plan of Property (Attached)

Exhibit A-1

Legal Description of Property

A certain parcel of land situated in the City of Haverhill, County of Essex, Commonwealth of Massachusetts, shown as "Lease Area" on a plan entitled "Lease Area and Easement Plan of Land in Haverhill, MA" prepared for Clean Energy Collective, dated March 2, 2016, to be recorded, bounded and described as follows:

Beginning at a point on the northerly property line between land of Janet P. Donovan (Lot #2) and land of Janet P. Donovan (Lot #3), said point being located N85°54'04"E one hundred sixteen and eighty-six hundredths feet (116.86') from the corner of westerly sideline of Lots #2 and 3 at land of Brett Legault as shown on said plan, thence;

Northwesterly	Across land of Janet P. Donovan (Lot #3), along a non-tangent curve to the right with a radius of one hundred eighteen and zero hundredths feet (118.00'), length of thirty-two and ten hundredths (32.10') to a point, thence;
N30°09'58"W	By said Lot #3, one hundred eighty-five and forty-six hundredths feet (185.46') to a point, thence;
Northeasterly	By said Lot #3, along a curve to the right with a radius of one hundred twenty-eight and zero hundredths feet (128.00'), length of one hundred thirty-five and six hundredths (135.06') to a point, thence;
N30°17'19"E	By said Lot #3, seventy-nine and forty-eight hundredths feet (79.48') to a point, thence;
N29°38'12"E	By said Lot #3, twenty-two and fifty-eight hundredths feet (22.58') to a point, thence;
N28°59'21"E	By said Lot #3, fifty-three and eighty-one hundredths feet (53.81') to a point, thence;
N28°59'18"E	By said Lot #3, forty-nine and fifty-five hundredths feet (49.55') to a point, thence;
N28°59'19"E	By said Lot #3, fifteen and thirty-one hundredths feet (15.31') to a point, thence;
N28°59'33"E	By said Lot #3, twenty and zero hundredths feet (20.00') to a point, thence;
N29°01'23"E	By said Lot #3, thirty and seventy-seven hundredths feet (30.77') to a point, thence;
N12°10'59"W	By said Lot #3, forty-six and thirty-two hundredths feet (46.32') to a point, thence;

N16°25'39"W By said Lot #3, thirty-seven and forty-nine hundredths feet (37.49') to a point, thence;

N39°39'20"W By said Lot #3, fourteen and eight-two hundredths feet (14.82') to a point, thence;

N52°34'54"W By said Lot #3, forty-five and zero hundredths feet (45.00') to a point, thence;

N45°18'38"W By said Lot #3, thirty-seven and forty-seven hundredths feet (37.47') to a point, thence;

N61°11'12"W By said Lot #3, twenty-two and thirty-four hundredths feet (22.34') to a point, thence;

N50°14'39"W By said Lot #3, fourteen and ninety-four hundredths feet (14.94') to a point, thence;

N33°03'20"W By said Lot #3, fourteen and ninety-four hundredths feet (14.94') to a point, thence;

N15°52'00"W By said Lot #3, fourteen and ninety-four hundredths feet (14.94') to a point, thence;

N05°42'40"W By said Lot #3, two hundred eleven and twenty-three hundredths feet (211.23') to a point, thence;

N02°38'00"E By said Lot #3, forty-four and seventy-five hundredths feet (44.75') to a point, thence;

N11°35'17"E By said Lot #3, nineteen and sixty-six hundredths feet (19.66') to a point, thence;

N16°47'41"W By said Lot #3, twenty-five and eighty-four hundredths feet (25.84') to a point, thence;

N05°51'11"W By said Lot #3, thirteen and four hundredths feet (13.04') to a point, thence;

N01°28'03"W By said Lot #3, forty and thirty hundredths feet (40.30') to a point, thence;

N13°51'24"E By said Lot #3, sixty-three and fifty-seven hundredths feet (63.57') to a point, thence;

N84°37'26"E By said Lot #3, three hundred thirty-four and thirty-four hundredths feet (334.34') to a point, thence;

S32°58'06"E By said Lot #3, eighty-seven and thirteen hundredths feet (87.13') to a point, thence;

S54°33'47"W By said Lot #3, thirty and twenty-three hundredths feet (30.23') to a

point, thence;

S29°12'02"W By said Lot #3, fourteen and seventy-nine hundredths feet (14.79') to a point, thence;

S03°51'17"E By said Lot #3, fourteen and seventy-nine hundredths feet (14.79') to a point, thence;

S35°10'04"E By said Lot #3, sixty-seven and twenty-nine hundredths feet (67.29') to a point, thence;

S65°41'22"E By said Lot #3, eighty-two and fifty-seven hundredths feet (82.57') to a point, thence;

S60°46'06"E By said Lot #3, thirty-one and eighteen hundredths feet (31.18') to a point, thence;

S01°05'49"W By said Lot #3, twenty-eight and seventy-five hundredths feet (28.75') to a point, thence;

S08°15'41"W By said Lot #3, fourteen and fifty hundredths feet (14.50') to a point, thence;

S17°59'01"W By said Lot #3, fifty-five and seventy-three hundredths feet (55.73') to a point, thence;

S30°37'57"W By said Lot #3, forty-two and thirty-eight hundredths feet (42.38') to a point, thence;

S18°25'50"W By said Lot #3, fourteen and eighty-one hundredths feet (14.81') to a point, thence;

S14°18'11"E By said Lot #3, fourteen and seventy-nine hundredths feet (14.79') to a point, thence;

S59°20'29"E By said Lot #3, forty-four and forty hundredths feet (44.40') to a point, thence;

S79°45'01"E By said Lot #3, fifty-four and eighty-five hundredths feet (54.85') to a point, thence;

S49°13'12"E By said Lot #3, twenty-seven and ninety-one hundredths feet (27.91') to a point, thence;

S33°16'57"E By said Lot #3, seventy-six and sixty-six hundredths feet (76.66') to a point, thence;

S02°35'15"W By said Lot #3, thirty-six and fifty-eight hundredths feet (36.58') to a point, thence;

S24°27'29"E By said Lot #3, fifty-nine and fifty-eight hundredths feet (59.58') to a

point, thence;

S46°11'44"E By said Lot #3, ninety-seven and thirty-one hundredths feet (97.31') to a point, thence;

S32°36'11"E By said Lot #3, twenty-nine and twenty-six hundredths feet (29.26') to a point, thence;

S06°28'18"E By said Lot #3, twenty-six and five hundredths feet (26.05') to a point, thence;

S06°40'34"W By said Lot #3, thirty-four and eighty-seven hundredths feet (34.87') to a point, thence;

S21°29'15"E By said Lot #3, one hundred three and ninety-eight hundredths feet (103.98') to a point, thence;

S03°59'13"E By said Lot #3, forty-four and thirty-six hundredths feet (44.36') to a point, thence;

S84°37'26"W By said Lot #3, three hundred two and thirty-four hundredths feet (302.34') to a point, thence;

N47°00'49"W By said Lot #3, twenty-two and twenty-six hundredths feet (22.26') to a point, thence;

N20°23'45"W By said Lot #3, twenty-two and ten hundredths feet (22.10') to a point, thence;

N16°25'32"W By said Lot #3, seventeen and eighty-two hundredths feet (17.82') to a point, thence;

N04°57'10"E By said Lot #3, twenty and seventy-two hundredths feet (20.72') to a point, thence;

N16°47'30"W By said Lot #3, twenty-five and seventy-four hundredths feet (25.74') to a point, thence;

N10°21'21"W By said Lot #3, twenty-five and sixty-eight hundredths feet (25.68') to a point, thence;

N31°33'51"W By said Lot #3, thirteen and twenty-three hundredths feet (13.23') to a point, thence;

N59°53'42"W By said Lot #3, nineteen and eighty-eight hundredths feet (19.88') to a point, thence;

N83°45'02"W By said Lot #3, forty-five and fourteen hundredths feet (45.14') to a point, thence;

N78°32'29"W By said Lot #3, thirty-two and four hundredths feet (32.04') to a point,

thence;

S83°28'25"W By said Lot #3, thirty-seven and ninety-five hundredths feet (37.95') to a point, thence;

N77°57'47"W By said Lot #3, thirteen and ten hundredths feet (13.10') to a point, thence;

N67°42'51"W By said Lot #3, eighteen and twenty-five hundredths feet (18.25') to a point, thence;

N63°19'51"W By said Lot #3, twelve and seventy-eight hundredths feet (12.78') to a point, thence;

N42°24'07"W By said Lot #3, thirteen and eleven hundredths feet (13.11') to a point, thence;

N37°05'25"W By said Lot #3, thirty-one and twenty-nine hundredths feet (31.29') to a point, thence;

N25°11'24"W By said Lot #3, nineteen and sixty-five hundredths feet (19.65') to a point, thence;

N48°13'24"W By said Lot #3, forty-three and ten hundredths feet (43.10') to a point, thence;

N29°52'41"W By said Lot #3, seventeen and fifty-three hundredths feet (17.53') to a point, thence;

S29°01'23"W By said Lot #3, seventeen and forty-five hundredths feet (17.45') to a point, thence;

S28°59'33"W By said Lot #3, twenty and zero hundredths feet (20.00') to a point, thence;

S28°59'19"W By said Lot #3, fifteen and thirty-one hundredths feet (15.31') to a point, thence;

S28°59'18"W By said Lot #3, forty-nine and fifty-five hundredths feet (49.55') to a point, thence;

S28°59'21"W By said Lot #3, fifty-three and ninety-three hundredths feet (53.93') to a point, thence;

S29°38'12"W By said Lot #3, twenty-two and eighty hundredths feet (22.80') to a point, thence;

S30°17'19"W By said Lot #3, seventy-nine and fifty-nine hundredths feet (79.59') to a point, thence;

Southwesterly By said Lot #3, along a curve to the left with a radius of one hundred eight

and zero hundredths feet (108.00'), length of one hundred thirteen and ninety-five hundredths (113.95') to a point, thence;

S30°09'58"E

By said Lot #3, one hundred eighty-five and forty-six hundredths feet (185.46') to a point, thence;

Southeasterly

By said Lot #3, along a curve to the left with a radius of ninety-eight and zero hundredths feet (98.00'), length of forty-six and thirty-three hundredths (46.33') to a point, thence;

S85°54'05"W

By said Lot #3, twenty-nine and forty hundredths feet (29.40') to the point of beginning.

The above described Lease Area contains four hundred ten thousand six hundred twenty-three square feet more or less (410,623+/- S.F.) according to said plan.

EXHIBIT B

\$17,858 per MW (DC) per year with an escalator of 2.5% every 5 years. Assuming Project size of 1.382 MW DC, the payments would be per the following schedule. Project size is subject to adjustment per the terms of the Agreement.

<u>Contract Year</u>	<u>\$/MW (DC)</u>	<u>Annual Payment</u>
1	\$17,858.00	\$24,679.00
2	\$17,858.00	\$24,679.00
3	\$17,858.00	\$24,679.00
4	\$17,858.00	\$24,679.00
5	\$17,858.00	\$24,679.00
6	\$18,304.00	\$25,296.00
7	\$18,304.00	\$25,296.00
8	\$18,304.00	\$25,296.00
9	\$18,304.00	\$25,296.00
10	\$18,304.00	\$25,296.00
11	\$18,761.00	\$25,927.00
12	\$18,761.00	\$25,927.00
13	\$18,761.00	\$25,927.00
14	\$18,761.00	\$25,927.00
15	\$18,761.00	\$25,927.00
16	\$19,230.00	\$26,575.00
17	\$19,230.00	\$26,575.00
18	\$19,230.00	\$26,575.00
19	\$19,230.00	\$26,575.00
20	\$19,230.00	\$26,575.00
21	\$19,710.00	\$27,239.00

22	\$19,710.00	\$27,239.00
23	\$19,710.00	\$27,239.00
24	\$19,710.00	\$27,239.00
25	\$19,710.00	\$27,239.00

EXHIBIT C

Description of the Project/Inventory

SYSTEM SPECIFICATIONS

Scope:

1. Design and install solar ground mounted arrays on property located at 1305 Broadway in Haverhill, MA as further described in Exhibit A (Site Plan)
2. Install Inverters and disconnect switch.
3. Conduit.
4. Complete interconnection / Point of Common Coupling (POCC) in coordination with Utility.

Module: Hyundai HIS-M315TI 315 Watt Modules OR Equivalent

Inverter: SunGrow SG-36KU and SunGrow SG-60KU-M OR Equivalent

Major Components (Personal Property):

- Ground mounted Module Racks
- (4,388) Hyundai HIS-M315TI 315 Watt Modules or Equivalent
- (1) x SunGrow SG-36KU Inverter or Equivalent
- (16) x SunGrow SG-60KU-M Inverter or Equivalent

All ancillary Components (e.g., telecommunications lines and equipment, security components such as lighting and fencing, storage structures for equipment)

Exhibit D
Meeting Minutes
(Attached)

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JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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

November 23, 2016

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

RE: Power Purchase Agreement (PPA) and Easement between Invaleon Solar Technologies and the City of Haverhill.

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

Attached please find a letter of recommendation from Haverhill's Energy Manger, Orlando Pacheco, a Power Purchase Agreement (PPA) and an Easement agreement for an approved solar project located at the Tilton School at 70 Grove Street, Haverhill, MA.

This agreement calls for the City to purchase Net Metering Credits (NMC) for .10.5 cents per KWH. The credits will be applied towards the Tilton Elementary School electric bill. It is anticipated it will offset 60% +/- of the usage at the school.

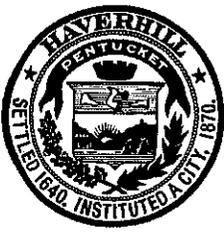
This agreement is just one of many in our City that continues to show that Haverhill is the leader in renewable energy in the Merrimack Valley.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/dsvd



Haverhill

Purchasing Department, Room 105
Phone: 978-374-2309 Fax: 978-521-4348
purchasing@cityofhaverhill.com

November 22, 2016

Mayor James J. Fiorentini
City Hall
4 Summer Street
Haverhill, MA 01830-5875

Dear Mayor:

Attached is the Power Purchase Agreement (PPA) and Easement between Invaleon Solar Technologies and the City of Haverhill.

The Agreement calls for the City to purchase Net Metering Credits (NMC) for .10.5 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 Tilton Elementary School electric bill. It is anticipated this will offset 60% +/- of the usage at the school

The School Committee will also have to authorize the agreement and easement to make sure the company can maintain the system.

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

Sincerely,

Orlando Pacheco
Purchasing Director/Energy Manager

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

These General Terms and Conditions ("General Conditions") are dated as of 17th day of November, 2016 and are witnessed and acknowledged by Invaleon Technologies Corporation, a Massachusetts Corporation ("ITC" or "Provider") and City of Haverhill, Massachusetts ("Purchaser"), as evidenced by their signatures on the last page of this document. These General Conditions are intended to be incorporated by reference into the Net Metering Credit Purchase Agreements that may be entered into between ITC and Purchaser or between their respective affiliates. Except to the extent ITC 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 ITC or Purchaser.

1. DEFINITIONS.

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

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

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

"Agreement" means the Net Metering Credit Purchase Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“General Conditions” means these Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. TERM AND TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

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

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

3.3 System Acceptance Testing.

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

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

4. SYSTEM OPERATIONS.

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

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

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

5. DELIVERY OF NET METERED PRODUCTION.

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

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

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

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

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

6. PRICE AND PAYMENT.

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

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

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

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

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

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

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

7. GENERAL COVENANTS.

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

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

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

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

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

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

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

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

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

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

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

(d) Allocation Schedule. If Schedule 1 of the Special Condition indicates that Purchaser is to be the Host Customer with respect to the Premises, then Purchaser shall, at the request of Provider from time to time (but 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. If Schedule 1 of the Special Condition indicates that Purchaser is not to be the Host Customer with respect to the Premises, Purchaser shall deliver to Provider such information as Provider may require to complete Schedule Z, including such account names and account numbers of the accounts of the Purchaser with the Local Electric Utility and the specific portions of the Allocated Percentage to be allocated to each such account. In such case, Provider shall maintain or cause to be maintained Schedule Z including specifying such accounts and amounts as receiving allocation of the Allocated Percentage.

8. REPRESENTATIONS & WARRANTIES.

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

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

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

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

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

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

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

9. TAXES AND GOVERNMENTAL FEES.

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

10. FORCE MAJEURE.

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

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

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

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

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

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

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

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

11.2 Purchaser Defaults and Provider's Remedies.

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

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

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

12. LIMITATIONS OF LIABILITY.

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

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

13. ASSIGNMENT.

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

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

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

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

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

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

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

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

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

14. NOTICES.

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

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

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

15. CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

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

16. INDEMNITY.

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

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

17. NET METERING PROGRAM CANCELLATION

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

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

18. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

“PROVIDER”: Invaleon Technologies Corporation,
a Massachusetts Corporation

By: _____

Name: Tom Kangkui Wu

Title: Chief Executive Officer

Date: _____

“PURCHASER”: CITY OF HAVERHILL, MASSACHUSETTS

By: _____

Name: James J. Fiorentini

Title: Mayor

Date: August 25, 2016

Exhibit A
General Conditions

Certain Agreements for the Benefit of the Financing Parties

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

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

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

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

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

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

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

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

(d) **Right to Cure.**

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

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

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

NET METERING CREDIT PURCHASE AGREEMENT
SPECIAL CONDITIONS

This Net Metering Credit Purchase Agreement (this "Agreement") is made and entered into as of this ___ day of November, 2016 (the "Effective Date"), between Invaleon Technologies Corporation, a Massachusetts Corporation ("Provider"), and City of Haverhill, Massachusetts ("Purchaser"); and, together with Provider, each, a "Party" and together, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

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

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

Schedule 7

Term

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

INVALEON TECHNOLOGIES CORPORATION
a Massachusetts Corporation

CITY OF HAVERHILL

By: _____
Name: Tom Kangkui Wu
Title: Chief Executive Officer
Date:

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

SCHEDULES

I. Schedule 1: Description of Premises and System

Solar System Premises:	70 Grove St, Haverhill, MA 01830
Premises is Owned or Controlled by:	Purchaser
Purchaser is to be the Host Customer with respect to the Premises:	Yes
Solar System Size:	73.775 kWdc-stc (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:	TBD
Inverter:	IEEE 1547 qualified
Performance Guarantee:	Eighty Five Percent (85%) of Estimated Annual Production
Construction Start Date:	180 days from Effective Date
Anticipated Commercial Operation Date:	365 days from Effective Date

II. Schedule 2 - - kWh Rate

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

III. Schedule 3 – Annual kWh Cap and Allocated Percentage

Annual kWh Cap: N/A

Allocated Percentage: 100 %

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

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

**TO BE DETERMINED BY THE CITY OF HAVERHILL UPON SELECTION OF PPA
OFFERS AND VALUES PURSUANT TO OFFICIAL BID PACKAGE**

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:

Invaleon Technologies Corporation
26 Parkridge Road, Suite 1B
Haverhill, MA 01835

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

EASEMENT

Recording Requested by:

And when recorded mail to:

Tom Kangkui Wu
Invaleon Technologies Corporation
26 Parkridge Road, Suite 1B
Haverhill, MA 01835

DEED OF EASEMENT

This DEED OF EASEMENT (the "Deed") is made and entered into as of November _____, 2016 by City Of Haverhill, an Incorporated Massachusetts City, having an office at 4 Summer St., Haverhill, MA 01830 ("Grantor") and Invaleon Technologies Corporation, a Massachusetts Corporation with offices at 26 Parkridge Road, Suite 1B, Haverhill, MA 01835 together with its affiliates and assigns ("Grantee").

WITNESSETH:

1. Grantor is the owner of that certain parcel of land described in a deed recorded in the ___ (the "Property") and with an address of 70 Grover St, Haverhill, MA 01830.
2. Pursuant to that certain Net Metering Credit Purchase Agreement dated as of _____ between Grantor and Grantee, (the "PPA"), Grantor hereby grants to Grantee an easement (the "Easement") to access and/or use a certain portion of the Property (said portion being the "Premises " as more particularly described on Exhibit A attached hereto) to construct, install, own, operate, maintain and, where applicable, remove, a solar photovoltaic system (the "System") located on the Premises. Terms used herein which are defined in the PPA shall have meanings provided in the PPA.
3. The Easement includes all attendant privileges, uses, rights and interests and is subject to the conditions, restrictions and limitations set forth in the PPA.
4. The term of the Easement expires (20) years and ninety (90) days after the System to be constructed achieves Commercial Operation, as defined in the PPA, which term shall be automatically extended by a term equal to any PPA extension; provided, however, in the event of an earlier termination of the PPA, the term of the Easement shall expire on the date that is ninety (90) days after the termination of the PPA. An affidavit signed by either Grantor or Grantee, or either of their respective successors and/or assigns, attesting to the expiration of the PPA shall be sufficient evidence of the termination of this Easement, but shall not relieve such person of any liability for wrongful filing of such affidavit.
5. The respective rights, remedies and obligations of Grantor and Grantee, with respect to this Easement shall be fixed, determined and governed solely by the terms of the PPA. The Parties hereto have executed and delivered this Deed of Easement for the purpose of giving notice of the Easement to third parties. For a statement of the rights, privileges, remedies and obligations created under and by the PPA and of the terms, covenants and conditions therein, reference should be made to the PPA.
6. The terms, covenants and provisions of the PPA, which terms, covenants and provisions are incorporated herein by reference, shall extend to and be binding upon the respective legal representatives, successors and assigns of Grantor and Grantee.

[Signature Page to Follow]

. IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date first written above.

WITNESS/ATTEST:

GRANTOR:
City of Haverhill, Massachusetts

Signature

By: _____

Print Name

Name: James J. Fiorentini

Title: Mayor

WITNESS/ATTEST:

GRANTEE:
Invaleon Technologies Corporation

Signature

By: _____

Print Name

Name: Tom Kangkui Wu

Title: Chief Executive Officer

EXHIBIT A

3.4

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

November 22, 2016

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

RE: Easement Agreement between ^{solect} Solar Energy and the City of Haverhill

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

Attached please find a letter of recommendation from Haverhill's Energy Manger, Orlando Pacheco and an easement agreement for an approved solar array project located at Haverhill City Hall, Four Summer Street, Haverhill, MA.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/dsvd



Haverhill

Purchasing Department, Room 105
Phone: 978-374-2309 Fax: 978-521-4348
purchasing@cityofhaverhill.com

November 22, 2016

Mayor James J. Fiorentini
City Hall
4 Summer Street
Haverhill, MA 01830-5875

Dear Mayor:

I am requesting submission of the attached easement between Solect Energy and the City of Haverhill.

The easement is for the purposes of granting access to the company to maintain the solar array on the roof of the City Hall at 4 Summer Street

The documents have been reviewed by both the City Solicitor.

Sincerely,

Orlando Pacheco
Purchasing Director/Energy Manager

3.4.1

EASEMENT

Recording Requested by:

And when recorded mail to:

James Dumas, COO
Solect Energy Development, LLC
89 Hayden Rowe
Hopkinton, MA 01748

DEED OF EASEMENT

This DEED OF EASEMENT (the "Deed") is made and entered into as of June _____, 2016 by City Of Haverhill, an Incorporated Massachusetts City, having an office at 4 Summer St., Haverhill, MA 01830 ("Grantor") and SOLECT ENERGY DEVELOPMENT, LLC, a Massachusetts limited liability company with offices at 89 Hayden Rowe Street, Hopkinton, MA 01748 ("Grantee").

WITNESSETH:

1. Grantor is the owner of that certain parcel of land described in a deed recorded in the Essex South County [Registry of Deeds in Book _____, Page _____ or Registry District of the Land Court in Certificate of Title _____] (the "Property").
2. Pursuant to that certain Power Purchase Agreement dated as of _____ between Grantor and Grantee, (the "PPA"), Grantor hereby grants to Grantee an easement (the "Easement") to access and/or use a certain portion of the Property (said portion being the "Premises " as more particularly described on Exhibit A attached hereto to construct, install, own, operate, maintain and, where applicable, remove, a solar photovoltaic system (the "System") located on the Premises. Terms used herein which are defined in the PPA shall have meanings provided in the PPA.
3. The Easement includes all attendant privileges, uses, rights and interests and is subject to the conditions, restrictions and limitations set forth in the PPA.
4. The term of the Easement expires (20) years and ninety (90) days after the System to be constructed achieves Commercial Operation, as defined in the PPA, which term shall be automatically extended by a term equal to any PPA extension; provided, however, in the event of an earlier termination of the PPA, the term of the Easement shall expire on the date that is ninety (90) days after the termination of the PPA. An affidavit signed by either Grantor or Grantee, or either of their respective successors and/or assigns, attesting to the expiration of the PPA shall be sufficient evidence of the termination of this Easement, but shall not relieve such person of any liability for wrongful filing of such affidavit.
5. The respective rights, remedies and obligations of Grantor and Grantee, with respect to this Easement shall be fixed, determined and governed solely by the terms of the PPA. The Parties hereto have executed and delivered this Deed of Easement for the purpose of giving notice of the Easement to third parties. For a statement of the rights, privileges, remedies and obligations created under and by the PPA and of the terms, covenants and conditions therein, reference should be made to the PPA.
6. The terms, covenants and provisions of the PPA, which terms, covenants and provisions are incorporated herein by reference, shall extend to and be binding upon the respective legal representatives, successors and assigns of Grantor and Grantee.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date first written above.

WITNESS/ATTEST:

GRANTOR:
City of Haverhill, Massachusetts

Signature

By: _____

Print Name

Name: _____

Title: _____

WITNESS/ATTEST:

GRANTEE:
SOLECT ENERGY DEVELOPMENT, LLC,

Signature

By: _____

Print Name

Name: _____

Title: _____

3.5



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

November 22, 2016

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

RE: Easement Agreement between ^{so/ect} Energy and the City of Haverhill

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

Attached please find a letter of recommendation from Haverhill's Energy Manger, Orlando Pacheco and an easement agreement for an approved solar array project located at the D'Alassandro Police Maintenance Garage located at 93 Downing Avenue, Haverhill, MA.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/dsvd



Haverhill

Purchasing Department, Room 105
Phone: 978-374-2309 Fax: 978-521-4348
purchasing@cityofhaverhill.com

November 22, 2016

Mayor James J. Fiorentini
City Hall
4 Summer Street
Haverhill, MA 01830-5875

Dear Mayor:

I am requesting submission of the attached easement between Solect Energy and the City of Haverhill.

The easement is for the purposes of granting access to the company to maintain the solar array on the roof of the Maintenance Garage at Downing Ave.

The documents have been reviewed by both the City Solicitor.

Sincerely,

Orlando Pacheco
Purchasing Director/Energy Manager

3.5.1

EASEMENT

Recording Requested by:

And when recorded mail to:

James Dumas, COO
Solect Energy Development, LLC
89 Hayden Rowe
Hopkinton, MA 01748

DEED OF EASEMENT

This DEED OF EASEMENT (the "Deed") is made and entered into as of June _____, 2016 by City Of Haverhill, an Incorporated Massachusetts City, having an office at 4 Summer St., Haverhill, MA 01830 ("Grantor") and SOLECT ENERGY DEVELOPMENT, LLC, a Massachusetts limited liability company with offices at 89 Hayden Rowe Street, Hopkinton, MA 01748 ("Grantee").

WITNESSETH:

1. Grantor is the owner of that certain parcel of land described in a deed recorded in the Essex South County [Registry of Deeds in Book _____, Page _____ or Registry District of the Land Court in Certificate of Title _____] (the "Property").

2. Pursuant to that certain Power Purchase Agreement dated as of _____ between Grantor and Grantee, (the "PPA"), Grantor hereby grants to Grantee an easement (the "Easement") to access and/or use a certain portion of the Property (said portion being the "Premises " as more particularly described on Exhibit A attached hereto to construct, install, own, operate, maintain and, where applicable, remove, a solar photovoltaic system (the "System") located on the Premises. Terms used herein which are defined in the PPA shall have meanings provided in the PPA.

3. The Easement includes all attendant privileges, uses, rights and interests and is subject to the conditions, restrictions and limitations set forth in the PPA.

4. The term of the Easement expires (20) years and ninety (90) days after the System to be constructed achieves Commercial Operation, as defined in the PPA, which term shall be automatically extended by a term equal to any PPA extension; provided, however, in the event of an earlier termination of the PPA, the term of the Easement shall expire on the date that is ninety (90) days after the termination of the PPA. An affidavit signed by either Grantor or Grantee, or either of their respective successors and/or assigns, attesting to the expiration of the PPA shall be sufficient evidence of the termination of this Easement, but shall not relieve such person of any liability for wrongful filing of such affidavit.

5. The respective rights, remedies and obligations of Grantor and Grantee, with respect to this Easement shall be fixed, determined and governed solely by the terms of the PPA. The Parties hereto have executed and delivered this Deed of Easement for the purpose of giving notice of the Easement to third parties. For a statement of the rights, privileges, remedies and obligations created under and by the PPA and of the terms, covenants and conditions therein, reference should be made to the PPA.

6. The terms, covenants and provisions of the PPA, which terms, covenants and provisions are incorporated herein by reference, shall extend to and be binding upon the respective legal representatives, successors and assigns of Grantor and Grantee.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date first written above.

WITNESS/ATTEST:

GRANTOR:

City of Haverhill, Massachusetts

Signature

Print Name

By: _____

Name: _____

Title: _____

WITNESS/ATTEST:

GRANTEE:

SOLECT ENERGY DEVELOPMENT, LLC,

Signature

Print Name

By: _____

Name: _____

Title: _____

3.6



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

November 22, 2016

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

RE: Easement Agreement between ^{Mass American} Energy and the City of Haverhill

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

Attached please find a letter of recommendation from Haverhill's Energy Manger, Orlando Pacheco and an easement agreement for an approved solar array project located at the Haverhill Police Station located at 40 Bailey Boulevard, Haverhill, MA.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/dsvd



Haverhill

Purchasing Department, Room 105
Phone: 978-374-2309 Fax: 978-521-4348
purchasing@cityofhaverhill.com

November 22, 2016

Mayor James J. Fiorentini
City Hall
4 Summer Street
Haverhill, MA 01830-5875

Dear Mayor:

I am requesting submission of the attached easement between Mass American Energy and the City of Haverhill.

The easement is for the purposes of granting access to the company to maintain the solar array on the roof of the police Station at 40 Bailey Blvd.

The documents have been reviewed by both the City Solicitor.

Sincerely,

Orlando Pacheco
Purchasing Director/Energy Manager

3.6.1

EASEMENT

Recording Requested by:

And when recorded mail to:

A Quincy Vale, Director
MassAmerican Energy, LLC
27 Simarano Drive
Marlborough, MA 01752

DEED OF EASEMENT

This DEED OF EASEMENT (the "Deed") is made and entered into as of August _____, 2016 by City Of Haverhill, an Incorporated Massachusetts City, having an office at 4 Summer St., Haverhill, MA 01830 ("Grantor") and MassAmerican Energy, LLC, a Massachusetts limited liability company with offices at 257 Simarano Drive, Marlborough, MA 01752 ("Grantee").

WITNESSETH:

1. Grantor is the owner of that certain parcel of land described in a deed recorded in the Essex South County [Registry of Deeds in Book _____, Page _____ or Registry District of the Land Court in Certificate of Title _____] (the "Property").

2. Pursuant to that certain Power Purchase Agreement dated as of _____ between Grantor and Grantee, (the "PPA"), Grantor hereby grants to Grantee an easement (the "Easement") to access and/or use a certain portion of the Property (said portion being the "Premises " as more particularly described on Exhibit A attached hereto to construct, install, own, operate, maintain and, where applicable, remove, a solar photovoltaic system (the "System") located on the Premises. Terms used herein which are defined in the PPA shall have meanings provided in the PPA.

3. The Easement includes all attendant privileges, uses, rights and interests and is subject to the conditions, restrictions and limitations set forth in the PPA.

4. The term of the Easement expires (20) years and ninety (90) days after the System to be constructed achieves Commercial Operation, as defined in the PPA, which term shall be automatically extended by a term equal to any PPA extension; provided, however, in the event of an earlier termination of the PPA, the term of the Easement shall expire on the date that is ninety (90) days after the termination of the PPA. An affidavit signed by either Grantor or Grantee, or either of their respective successors and/or assigns, attesting to the expiration of the PPA shall be sufficient evidence of the termination of this Easement, but shall not relieve such person of any liability for wrongful filing of such affidavit.

5. The respective rights, remedies and obligations of Grantor and Grantee, with respect to this Easement shall be fixed, determined and governed solely by the terms of the PPA. The Parties hereto have executed and delivered this Deed of Easement for the purpose of giving notice of the Easement to third parties. For a statement of the rights, privileges, remedies and obligations created under and by the PPA and of the terms, covenants and conditions therein, reference should be made to the PPA.

6. The terms, covenants and provisions of the PPA, which terms, covenants and provisions are incorporated herein by reference, shall extend to and be binding upon the respective legal representatives, successors and assigns of Grantor and Grantee.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date first written above.

WITNESS/ATTEST:

GRANTOR:
City of Haverhill, Massachusetts

Signature

By: _____

Print Name

Name: James J. Fiorentini

Title: Mayor

WITNESS/ATTEST:

GRANTEE:
MassAmerican Energy, LLC.

Signature

By: _____

Print Name

Name: A. Quincy Vale

Title: Director

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

317
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

November 23, 2016

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

The Council may recall that a few months ago, the City surplused land on Merrimack Street, as recommended by the Utile Study. We sent out an RFP for that parcel and received one response, from the Lupoli Companies, LLC. We are all familiar with the Lupoli Companies, LLC and the great work that they did in Lawrence and now in several other cities.

It is my recommendation that we sell this land to the Lupoli Companies, LLC and authorize them to develop the property.

Attached is an order authorizing the City to sell a parcel of land on Merrimack Street to the Lupoli Companies, LLC for \$701,000.

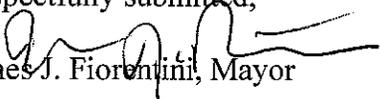
I am also attaching drafts of the documents which are negotiating with the Lupoli Companies, LLC –a purchase and sales agreement and a development agreement. You will see in the documents that we are allowing up to six years to complete the sale and potential development. There are nonrefundable payments starting with the signing of the agreement so that the city's interests are protected.

The development of this parcel would be a major boost to our downtown and to the entire city. While not all of the details of a potential development are worked out, the development of this project is possible, in part, because of the MassWorks grant the city received, thanks to the great work of Rep. Dempsey and others, to allow Mr. Lupoli's existing parcel to be used for parking.

We are very excited about the prospect of working with Mr. Lupoli and his company. I will appear before the City Council on Tuesday night to discuss this in more detail.

I recommend approval of the order which is attached.

Respectfully submitted,


James J. Fiorentini, Mayor

JJF/dsvd

3,711



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

The Mayor is hereby authorized to sell to Lupoli Companies, LLC real property located on Merrimack Street, known as the Riverfront Promenade Parking Lot/Cram Place Parking Lot, all as shown on Assessor's Map 102, Block 7, Lots 11 and 17 containing approximately 0.73 acres, for the total sum of Seven Hundred and One Thousand (\$701,000.00) Dollars. The Mayor is also authorized to execute a purchase and sale agreement and development agreement, with Lupoli Companies, LLC or their assigns, and any other documents necessary to effectuate the sale of said real property, including a deed.

PURCHASE AND SALE AGREEMENT

between

CITY OF HAVERHILL
Seller

and

LUPOLI COMPANIES, LLC
Buyer

Dated as of: November __, 2016

This Purchase and Sale Agreement (this "Agreement"), by and between the City of Haverhill, a municipal corporation having an address at City Hall, Municipal Building, Haverhill, Massachusetts 01830 ("Seller"), acting by and through its City Council and Mayor, and 192 Merrimack Street, LLC, a Massachusetts limited liability corporation, having an address at 290 Merrimack Street, Lawrence, Massachusetts 01842 - Attention: Salvatore N. Lupoli ("Buyer").

WITNESSETH:

In consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell, assign, transfer and convey to Buyer and Buyer hereby agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, fee simple title to the parcel of land more particularly described in Exhibit A attached hereto (the "Land"), together with all improvements now or hereafter existing thereon, together with all of Seller's right, title and interest in and to any streets, ways or alleys abutting or adjoining thereon, any strips, gores, trees, shrubs, plants, fixtures, easements, hereditaments and appurtenances in or affecting the Land, any water courses or water bodies abutting the Land and mineral rights in and to the Land (collectively, the "Property").

2. Conveyance: Title. The Property is to be conveyed by a good and sufficient Massachusetts Quitclaim Deed (the "Deed") running to Buyer or a nominee owned or controlled by Buyer. Buyer shall accept title to the Property subject only to the following (the "Permitted Encumbrances"):

- (a) Provisions of existing laws, regulations, restrictions, requirements, ordinances, resolutions and orders (including, without limitation, any relating to building, zoning and

environmental protection) as to the use, occupancy, subdivision or improvement of the Property;

(b) Any liens for municipal betterments assessed on the Property by the City of Haverhill after the date hereof;

(c) Easements, liens, restrictions, encumbrances, encroachments, agreements and other matters of record as of the date hereof, if any, affecting the Property or any part thereof, provided the same do not materially adversely affect the use of the Property as proposed in the Development Agreement to be entered into between Buyer and Seller, as it may be amended (the "Development Agreement"), and which is attached hereto as Exhibit B;

(d) The state of facts (including encroachments and projections onto adjoining streets) that a current accurate survey would show as of the Time of Closing (as hereinafter defined), provided that such state of facts does not materially adversely affect Buyer's ability to use the Property as proposed in the Development Agreement;

(e) Any state of facts that a personal inspection of the Property might disclose;

(f) Any lien or encumbrance encumbering the Property as to which Seller shall deliver to Buyer, or to Buyer's title company at or prior to the Time of Closing, evidence that payment has or will be made sufficient at the time of the Closing to satisfy the obligations secured by such lien or encumbrance (in the case of liens or encumbrances, if any, which secure the payment of money) or proper instruments, in recordable form, which upon recordation at the time of the Closing will cancel such lien or encumbrance, together with any other instruments necessary thereto and the cost of recording and canceling the same; and

(g) The Development Agreement.

3. ANR Plan. Seller has prepared a surveyed plan of the Land, at its own expense, which has been endorsed by the Planning Board pursuant to G.L. c. 41, s. 81P (the "ANR Plan"). The Deed shall refer to the ANR Plan which shall be recorded at the Essex South Registry of Deeds prior to the Closing, at Buyer's expense.

4. Purchase Price. The agreed purchase price for the Property (the "Purchase Price") is Seven Hundred One Thousand Dollars (\$701,000.00), of which the amount of

(a) \$25,000.00 to be paid by Buyer as the first deposit (the "Deposit") as set forth immediately below. The Deposit shall be paid and applied pursuant to the terms of this Agreement but shall be due and payable to Seller as hereinafter provided and, after receipt by the Seller non-refundable except on default by the Seller under the terms of this Agreement or as otherwise described in Paragraphs 8(a) and 13(a). hereof. If the

Permit Contingency is not satisfied, such failure shall not be a default by Seller hereunder.

- (i) Upon full execution of this Agreement, \$25,000.00 of the Deposit shall be paid to the Seller by Buyer for Seller's use to pay (or reimburse, as the case may be) its first obligation on the indebtedness used to purchase the Property.
- (ii) Upon the Closing or if the Closing has not occurred by June 1, 2017, an additional \$112,666.67 of the Deposit shall be paid by Buyer to the Seller for Seller's use to pay Buyer's second obligation on the indebtedness used to purchase the Property.
- (iii) One year from the Closing or if the Closing has not occurred by June 1, 2018, an additional \$112,666.67 of the Deposit shall be paid by Buyer to the Seller for Seller's use to pay its third obligation on the indebtedness used to purchase the Property.
- (iv) Two years from the Closing or if the Closing has not occurred by June 1, 2019, an additional \$112,666.67 of the Deposit shall be paid by Buyer to the Seller for Seller's use to pay Buyer's fourth obligation on the indebtedness used to purchase the Property.
- (v) Three years from the Closing or if the Closing has not occurred by June 1, 2020, an additional \$112,666.67 of the Deposit shall be paid by Buyer to the Seller for Seller's use to pay Buyer's fifth obligation on the indebtedness used to purchase the Property.
- (vi) Four years from the Closing or if the Closing has not occurred by June 1, 2021, an additional \$112,666.66 of the Deposit shall be paid by Buyer to the Seller for Seller's use to pay Buyer's sixth obligation on the indebtedness used to purchase the Property or for such other purposes as Seller may determine.
- (vii) Five years from the Closing or if the Closing has not occurred by June 1, 2022, an additional \$112,666.66 of the Deposit shall be paid by Buyer to the Seller for Seller's use to pay Buyer's seventh year obligation on the indebtedness used to purchase the Property.

Any and all such payments, referred to together as the Deposit, made pursuant to the above shall be credited against the purchase price at the Closing.

(b) in addition at the time of delivery and recording of the Deed, adjustments as provided in Section 14 hereof shall be made. All funds shall be transferred by wire transfer in accordance with wiring instructions provided by Seller at or prior to the Time of Closing or by bank checks drawn on a Massachusetts banking institution, provided Seller has fulfilled all of its obligations hereunder. Acceptance of the deed by Buyer shall mean that Seller has fulfilled all its obligations hereunder and that there shall be no reduction or other diminution of the Purchase Price, except as provided in Section 14 hereof.

5. Time of Closing. The Deed is to be delivered within ten days of the expiration of the appeal period (the "Time of Closing") for the Gateway Renaissance Overlay District special permit from the City Planning Board and the Order of Conditions from the City Conservation Commission (together, the "Permits"), whichever occurs later. The Closing shall take place at City Hall, unless otherwise agreed upon in writing. The time at which the deed is delivered, as the same may be extended pursuant to the provisions of this Agreement, is referred to herein as the "Closing." It is agreed that time is of the essence of this Agreement.

If, at the Time of Closing, the Buyer has not obtained all other federal, state, and local permits required to construct the Project (as defined in the Development Agreement)(the "Other Permits") the Closing shall take place within ten (10) days after the expiration of the last appeal period with respect to the Other Permits, provided that no appeal has been filed with respect to any Other Permit. If any such appeal is filed, the Time of Closing shall be extended to ten days following the last appeal period, or, in the event of an appeal, ten days after such appeal is resolved in a manner satisfactory to Buyer. The Buyer shall be obligated to diligently contest or prosecute all such appeals and further agrees to request that the appeal be transferred or placed, as the case may be, into the Land Court's Permitting Division pursuant to Section 16 of Chapter 205 of the Acts of 2006. In addition, Buyer will request the "Track" that will result in the earliest trial date.

It shall be a condition of the Closing that the Permits allow the construction of the Project without any additional requirements or conditions imposing a substantial economic burden on the Buyer so as to significantly and adversely affect the economic feasibility of the Project as described in the Development Agreement ("Permit Contingency"). If the Buyer alleges that the economic feasibility of the Project has been adversely impacted by additional requirements and conditions of the Permits, Buyer shall provide such information as the Seller may reasonably require to demonstrate such adverse economic impact. If it becomes apparent to Buyer, prior to the Time of Closing, as extended as described above and after providing such information to the City that the Permit Contingency will not be satisfied then, after satisfying the requirements of the immediately preceding sentences the Buyer may terminate this Agreement by written notice to the Seller and all obligations of the parties hereunder shall cease and there shall be no further recourse hereunder and the Deposit hereunder shall forthwith be returned to Buyer.

6. Seller's Closing Documents. In addition to the Deed and the Development Agreement, Seller shall deliver to Buyer or its nominee at the Time of Closing, as a condition of Buyer's obligations

under this Agreement, the following documents, duly executed and acknowledged as provided therein, where necessary:

(a) such customary affidavits as Buyer's title insurance company may reasonably require in order to issue so-called owner's and lender's title insurance policies insuring Buyer's title to the Property subject to the matters set forth herein or in the Development Agreement; and

(b) if requested by the Buyer's title insurance company, an opinion of City Solicitor, addressed to the title insurance company and in form and substance acceptable to the title insurance company, opining on the due authorization of the Seller to dispose of the Property and the compliance of the Seller with applicable statutes in connection with the disposition of the Property and the execution and delivery of the Deed.

6A. Payment of Recording Costs and Professionals.

(a) Buyer shall pay for the recording of the Deed (not including real estate transfer taxes), any mortgages and any other instruments to be recorded.

(b) Buyer and Seller shall each pay its own attorneys' fees, except as otherwise set forth herein.

7. Condition of Property. Except as otherwise set forth herein, Buyer agrees to accept the Property "as is" in its present condition on the date hereof and further agrees that Seller shall not be liable for any latent or patent defects in the Property.

Buyer will allow Seller to pay from the amount of the Deposit made prior to or upon the Closing as much thereof as may be necessary to satisfy any lien or encumbrance which Seller is obligated or elects to pay or to cure hereunder and will provide Seller at the Time of Closing with separate certified and/or official bank checks or effect such additional wire transfers, payable as directed by Seller for such purpose.

8. Title to the Property.

(a) Buyer shall order from a national title insurance company licensed to do business in the Commonwealth of Massachusetts or an agent of such company (the "Title Insurer") a title insurance report and commitment for an owner's title insurance policy (the "Commitment") and on or before sixty (60) days from the date hereof, shall furnish to Seller (i) a copy of the Commitment, and (ii) a written statement specifically identifying any liens or encumbrances affecting, or other defects in or objections to title to the Property other than the Permitted Encumbrances, together with Buyer's reasons for objecting to the same. Except as expressly provided in this Agreement, Seller shall have no obligation to remove any exception to title. If exceptions to title appear on the Commitment which Seller is not obligated to remove as provided in Section 8(b) below,

and which are not Permitted Encumbrances, and if Seller is unable to or elects not to eliminate such exceptions to title and, accordingly, is unable to convey title to the Property in accordance with the provisions of this Agreement, Seller shall so notify Buyer and Buyer, within ten (10) days thereafter, shall either (x) elect to terminate this Agreement by notice given to Seller upon which the Deposit paid hereunder by Buyer shall forthwith be refunded to Buyer and all obligations of the parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto, or (y) elect to accept title to the Property subject to such exceptions, without any abatement of the Purchase Price and without any liability on the part of Seller, in which case Seller shall convey at the Time of Closing such title to the Property without any abatement of the Purchase Price. If Buyer shall not make such election within such (10) day period, Buyer shall be deemed to have elected clause (y) above with the same force and effect as if Buyer had elected clause (y) within such ten (10) day period.

(b) If the Commitment discloses exceptions (other than the Permitted Encumbrances) which (i) may be removed solely by delivery of an affidavit, reasonably requested by the Title Insurer, which affidavit can be delivered by Seller and which can be removed by the title insurer or (ii) Seller willfully placed of record subsequent to the date hereof, or (iii) may be removed or satisfied by the payment of a liquidated sum of money not in excess of Twenty Five Thousand Dollars (\$25,000.00) in the aggregate, then Seller shall make reasonable efforts to remove such exceptions. Seller shall be entitled to one or more adjournments of the Time of Closing to remove such exceptions. Notwithstanding the foregoing, Seller, at its option in lieu of satisfying such liens or encumbrances, may deposit with the Title Insurer such amount of money as may be determined by the Title Insurer as being sufficient to induce it to insure Buyer against collection of such liens and/or encumbrances, including interest and penalties, out of or against the Property (and to omit such exceptions from any mortgagee policy in favor of Buyer's lender and Owner's policy in favor of Buyer), in which event such liens and encumbrances shall not be objections to title.

(c) The premium for Buyer's title insurance policy, to be issued by the Title Insurer, shall be paid by Buyer.

9. Acceptance of the Deed. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of the Seller herein contained or expressed, except for those provisions of this Agreement which expressly provide that any obligation of Seller shall survive the Time of Closing.

10. Representations and Warranties.

(a) Seller represents, covenants and warrants to and agrees with Buyer, as of the date of this Agreement and as of the Time of Closing, as follows:

(1) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder (1) have been duly authorized by all necessary municipal actions and (2) will not conflict with, or result in a breach of, any of the terms, covenants and provisions, any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Seller is a party or by which Seller is otherwise bound. Each person executing this Agreement has the authority to do so on behalf of the Seller;

(2) Seller has received no written notice, and is not otherwise aware that all or any part of the Property is in violation of any zoning, subdivision, building, health, traffic, environmental, flood control or other applicable rules, regulations, ordinances or statutes of any local, state or federal authorities or any other governmental entity having jurisdiction over the Property;

(3) Seller has not received written notice and is not otherwise aware of any condemnation or eminent domain proceeding pending or threatened against all or any part of the Property nor is the City of Haverhill planning or contemplating any such proceeding;

(4) Seller is not aware of any agreements or contracts affecting all or any part of the Property or the use thereof to which Seller or any predecessor in interest is a party which would be binding upon or otherwise affect the Buyer or its nominee that would not be terminable at will by Buyer without penalty from and after the Time of Closing;

(5) Seller is not aware of any suits, actions or proceedings pending or threatened with respect to all or any part of the Property, this Agreement, or Seller's proposed actions herein;

(6) Seller has not received any notice from any insurance carrier concerning any defects or inadequacies in the Property which, if not corrected, would result in the termination of insurance coverage or increase the cost thereof; and

(7) Seller has not granted to any person other than Buyer, a right of first refusal, option to purchase or other right to purchase all or any part of the Property, and no other party who submitted a proposal in response to the Seller's Request for Proposals has threatened or filed suit with regard to Seller's acceptance of the Buyer's proposal or Seller's rejection of such other parties' proposals.

(b) Buyer represents, covenants and warrants to and agrees with Seller, as of the date hereof, as follows:

(1) Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(2) Buyer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder and the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder (i) have been duly authorized by all necessary corporate acts of Buyer and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the Operating Agreement, Articles of Organization or ByLaws of Buyer, or, to the best of Buyer's knowledge, of any judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which it is bound; and

(3) Buyer has the financial resources adequate to fully perform its obligations under this Agreement and the Development Agreement.

(c) The representations and warranties of Seller set forth in Section 10(a) above are subject to the following express limitations:

(1) all of the representations and warranties of Seller contained in this Agreement are made to Seller's actual knowledge and without any obligation on the part of Seller to make any inquiry or investigation beyond such actual knowledge; and

(2) whenever the knowledge of Seller is required hereunder, the parties intend that such knowledge will include and be limited to the actual knowledge of the members of the City Council of the City of Haverhill, and City Solicitor.

(d) The representations and warranties of Seller contained in Section 10(a) will survive the Time of Closing, provided, that any claim based upon any alleged breach thereof must be asserted in writing, and action then commenced in a court of competent jurisdiction, within one (1) year after the Time of Closing.

(e) All of the representations, warranties and agreements of Buyer set forth in this Agreement will survive the Closing, provided, that any claim based upon any alleged breach thereof must be asserted in writing, and action then commenced in a court of competent jurisdiction, within one (1) year after the Time of Closing.

(f) Buyer further represents, warrants and agrees that:

(1) Subject to Section 18 hereof, Buyer has examined the Property and is familiar with the general surface physical condition thereof and has conducted such

investigation of the conditions of the Property as Buyer has considered appropriate;

(2) Except as specifically contained herein, neither Seller nor any of the employees, agents or attorneys of Seller have made any verbal or written representations, warranties, promises or guaranties whatsoever to Buyer, whether express or implied, and, in particular, that no such representations, warranties, promises or guaranties have been made with respect to the physical condition or operation of Property, the zoning and other laws, regulations and rules applicable to the Property or the compliance of the Property therewith, the use or occupancy of the Property or any part thereof or any other matter or thing affecting or related to the Property or the transactions contemplated hereby; and

(3) Except for those contained herein, Buyer has not relied upon any such representations, warranties, promises or guaranties or upon any statements made in any written materials provided by Seller with respect to the Property and has entered into this Agreement after having made and relied solely on its own independent investigation, inspection, analysis, appraisal, examination and evaluation of the facts and circumstances.

(4) Buyer shall apply for the Special Permit pursuant to the Attached Residential Cluster Development Overlay District (ARCDOD) within ninety (90) days of the date of this Agreement and shall diligently pursue such application. The application for the Special Permit shall describe and request approval for the Improvements (as described in the Development Agreement).

11. Operation of the Property. Seller shall not be obligated to take any action with respect to physical condition of the Property and the maintenance thereof prior to the closing other than to maintain the Property in its "as is" condition, reasonable wear and tear excepted, and as otherwise set forth herein.

12. Use of Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, in accordance with Section 8 hereof, at the Time of Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests which Seller is obligated or elects to clear hereunder, provided that provision reasonably satisfactory to Buyer's and Buyer's lender's attorneys and the Title Insurer is made at the Time of Closing for prompt recording of all instruments so procured.

13. Risk of Loss: Insurance.

(a) If, prior to the Time of Closing, all or any significant portion (as defined in this Section 13(a)) of the Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact and Buyer shall have the right to terminate this Agreement by giving notice to the Seller not

later than twenty (20) days after the giving of Seller's notice. For the purposes hereof, a "significant portion" of the Property shall mean such a portion of the Property as shall have a material adverse impact, as reasonably determined by the Buyer, on either the cost of the Project (as defined in the Development Agreement) or on the design of such Project. If Buyer elects not to terminate this Agreement as aforesaid, or if an "insignificant portion" (i.e., anything other than a significant portion) of the Property is taken by eminent domain (or becomes the subject of a pending taking), there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Time of Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Property or such portion thereof. If Buyer elects to terminate this Agreement pursuant to the provisions of this subsection (a), then the Deposit shall be returned to Buyer, all obligations of the parties hereto shall cease and there shall be no further recourse hereunder.

(b) If there is damage to or destruction of the Property by fire or other casualty, Buyer shall still be obligated to purchase the Property, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Time of Closing the rights of Seller to the proceeds, if any, under Seller's insurance policies covering the Property with respect to such damage or destruction, and Buyer shall be entitled to receive and keep any monies received from such insurance policies. If received by Seller prior to the Time of Closing, Seller shall pay such proceeds to Buyer at the Time of Closing.

(c) Until the Time of Closing, Seller will maintain in full force and effect the existing policies of insurance relating to the Property and provide evidence thereof to Buyer at its written request.

14. Adjustments. Real estate taxes calculated pursuant to M. G. L. Chapter 44, Section 63A shall be apportioned as of the Time of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price.

15. Broker: Indemnity. Seller and Buyer each represent and warrant to the other that it has dealt with no real estate broker or other person who would be entitled to be paid a commission by reason of the procurement of this Agreement or the transaction -which is the subject matter hereof and each agrees to indemnify and hold the other harmless from and against any loss, cost, damage or expense arising out of any breach by the indemnifying party of the foregoing representation and warranty. The provisions of this Section 15 shall survive the Time of Closing and any termination of this Agreement.

16. Deposits.

(a) The Deposit as described in Paragraph 4(i) hereof shall be held by the Seller's attorney (City Solicitor) and deposited forthwith in one or more interest-bearing (date of deposit to date of withdrawal), money-market account(s) at one or more banking association(s) satisfactory to Seller and Buyer, as earnest money for the proper performance of this Agreement on the part of Buyer subject to the terms of this Agreement and shall be duly accounted for at the Time of Closing. Accrued and earned interest on the Deposit shall be paid to whichever of Buyer or Seller is entitled to receive the Deposit pursuant to the terms hereof. If paid to Seller, such interest shall be credited against the Purchase Price. All payments made on account of the Deposit after such approval shall be made directly to the Seller and shall not be held in escrow.

(b) With respect to any amount placed in escrow pursuant to this Agreement, the Seller's attorney shall not be liable for any action or nonaction taken in good faith in connection with the performance of his/her duties hereunder, but shall be liable only for his/her own willful default or misconduct. Notwithstanding anything contained in this Agreement to the contrary with respect to the obligations of the Seller's attorney, should any dispute arise with respect to the delivery and/or ownership or right to possession of such amount, the Seller's attorney shall have no liability to any party hereto for retaining dominion and control over such amount until such dispute shall have been settled:

(i) by mutual agreement between the parties, or (ii) by final order, decree or judgment by a court of competent jurisdiction in the Commonwealth of Massachusetts (and no such order, decree or judgment shall be deemed to be "final" unless and until the time of appeal has expired and no appeal has been perfected); and the Seller's attorney shall make payment of such amount as the parties may have mutually agreed or in accordance with such final order, decree or judgment.

17. Remedies. If Buyer shall fail to fulfill Buyer's obligations hereunder or under the Development Agreement, Seller may elect to terminate this Agreement and the Development Agreement, and if Seller makes such election then fifteen (15) days after written notice to Buyer of Seller's intention to exercise its rights hereunder, the Deposit, together with any and all interest thereon, shall be due and payable to Seller as full and complete liquidated damages and not as a penalty, and shall be Seller's sole remedy at law or in equity, and upon receipt of the full amount thereof all rights and obligations of Seller and Buyer hereunder shall terminate without recourse to either party; provided, however, that Buyer may use said fifteen day period to fulfill its obligations hereunder. In the event that the full amount of the Deposit is not received by Seller as described above and Buyer fails to perform its obligations hereunder, Seller may pursue any actions or remedies available to it pursuant to the terms hereof or of the Development Agreement.

18. Inspections.

(a) From and after the date of this Agreement and upon reasonable notice and at reasonable times, Seller shall afford to the officers, employees, attorneys, accountants, engineers, surveyors, architects, landscape architects, consultants and other authorized representatives of Buyer reasonable access in order that Buyer may have full, opportunity to inspect, take measurements, conduct surveys, perform tests including soil and water tests, show the Property to contractors, architects, surveyors, engineers, insurers, banks and other lenders or investors, and to make legal, financial, engineering, accounting and other reviews or investigations of the Property.

(b) The Buyer agrees to indemnify, defend (with counsel of Buyer's selection but subject to approval of the Seller, which shall not be unreasonably withheld), and save harmless the Seller from and against any claims, costs and liabilities arising directly or indirectly out of the exercise of Buyer's rights under this Section 18.

19. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail or by nationally recognized overnight courier, addressed in the case of Seller and Buyer to the respective address for each set forth above or in case of either party to such other address as shall be designated by written notice given to the other party in accordance with the provisions of this Section 19. Any such notice shall be deemed given when so delivered by hand or if so mailed, when deposited with the U.S. Postal Service. Copies of all notices to Seller shall simultaneously be sent to:

and all notices to Buyer shall simultaneously be sent to:

William Cox
City Solicitor

Alan Lampert
Chelmsford, MA

20. Miscellaneous.

(a) This Agreement, executed as of the date first above written, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer.

(b) Buyer may not assign its rights and obligations hereunder, in whole or in part, other than to an affiliated single purpose limited liability company owned and controlled by Buyer or its current members, without the prior written consent of Seller. Any assignment without such prior written consent shall be deemed null and void. Subject to

and without limiting the preceding two sentences, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) This Agreement and the Exhibits referred to herein, which are hereby made a part hereof, constitute the entire agreement between the parties hereto with respect to the Property and no verbal statements made by anyone with regard to the transaction which is the subject of this Agreement shall be construed as a part hereof unless the same be incorporated herein by writing.

(d) This Agreement may be executed in any number of identical counterparts and, if so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall collectively constitute an agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(e) The parties agree to execute any and all additional instruments and documents as may be reasonably required in order fully to effectuate the terms of this Agreement.

(f) Buyer and Seller each acknowledge that the persons executing this Agreement are doing so in a representative or fiduciary capacity, that only the principal represented shall be bound by the terms hereof and that none of the persons executing this Agreement shall be personally liable for any obligation, express or implied hereunder. Buyer also acknowledges that none of the members of the City Council of the City of Haverhill, nor any employee, consultant or council member (collectively, the "Released Parties") shall be liable for any representation, warranty, covenant or obligation, express or implied hereunder and Buyer hereby releases the Released Parties and their representatives from any and all claims arising from or related to the subject matter of this Agreement.

(g) Prior to the Closing, Seller shall not remove any vegetation or items of Personal Property from the Property, other than in connection with normal maintenance and repair of the Property.

(h) Any provision contained herein that would require, or is conditioned upon the expenditure of funds by the Seller is contingent upon the appropriation of those funds by Seller.

(i) The recording by Buyer of this Agreement, or of any notice hereof, or of the Development Agreement prior to the Closing, or of any notice thereof shall have the effect of automatically terminating all rights of Buyer hereunder and shall be deemed to be a failure by Buyer to comply with the terms hereof.

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

CITY OF HAVERHILL

Acting by and through its Mayor

James J. Fiorentini

LIST OF EXHIBITS

- A. Legal Description of Property**
- B. Development Agreement**

1687843.1

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) dated _____, is entered into by and between the City of Haverhill, acting by and through its Mayor and City Council (“City”) and 192 Merrimack Street, LLC, a Massachusetts limited liability corporation (“Developer”), with a principal place of business located at 290 Merrimack Street, Lawrence, MA 01842.

RECITALS

WHEREAS, the Developer has proposed to purchase the property located at 194 Merrimack Street, Haverhill, Massachusetts the (“Property”), which is owned by the City; and

WHEREAS, the Developer will then improve the improve the Property by constructing a building with associated infrastructure and other related improvements (the “Project”); and

WHEREAS, the Project will require a special permit from the City’s Planning Board under the Gateway Renaissance Overlay District the (“Special Permit”) and an Order of Conditions from the City’s Conservation Commission under 310 CMR 15.00 (the “Permits”); and

WHEREAS, the Developer and the City wish to secure other promises in the development of the Project and thereafter;

AGREEMENT

Now, therefore, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree that, if, and only if, Developer obtains the Permits and purchases the Property pursuant to the Purchase and Sales Agreement of even date herewith for 194 Merrimack Street, Haverhill, MA, (the “Purchase and Sale Agreement”), Developer shall promptly proceed with the development of the Property pursuant to the Permits and the provisions of this Agreement, and the City and Developer shall each perform the actions as set forth herein.

From and after substantial completion of the Project, the Developer, for itself and its successors and assigns covenants, promises and agrees to continuously and without interruption, except in

the ordinary course of operation and maintenance thereof, devote the Property exclusively to the combination of uses described herein and as described in the Permits, as they may be amended from time to time or in other applicable zoning in effect from time to time, except as hereinafter provided.

Other than the Project, no other structures or facilities of any kind shall be constructed on the Property, unless permitted by an amendment to the Permits.

The use described in the Permits and hereinafter described and the nature and general design of the building(s) shall not be changed unless the City specifically authorizes such other uses, restrictions or building designs by majority vote of the City Council. The City may refuse, in its discretion, to allow such other uses, restrictions, or building designs acting reasonably and without undue delay of conditions. The City shall be deemed to have provided such written authorization in the event that the Permits or other applicable zoning ordinance provisions are amended to permit other uses, or designs, or combinations of uses or designs.

The Developer shall grant easements to the City allowing roadways, designated parking areas and pedestrian walkways included in the Project, to be used for all purposes for which public roads or walkways may be used in the City including without limitation for the purposes of access. The City shall grant certain easements to the Developer to allow access to the property of the City.

A. ENGAGEMENT OF CONSULTANTS; REIMBURSEMENT FOR COSTS

1. Payment of Special Legal Counsel and Parking Consultant during the Negotiation of the Purchase and Sale Agreement and Development Agreement. At the time of the execution of this Agreement, Developer shall agree to establish an escrow account in the office of the Haverhill City Treasurer, pursuant to G.L. c. 44, s. 53A, in an amount sufficient to pay for all reasonable documented costs of Haverhill's special legal counsel and parking consultant in the preparation of this Agreement and the Purchase and Sale Agreement.

2. Payment for Review of Plan. At the time Developer applies for approval of a special permit for the Project, Developer shall deposit with the Haverhill City Treasurer the amount of \$15,000 (the "Plan Escrow Account"), pursuant to G.L. c. 44, s. 53G, to be used by the Planning Board to engage a traffic engineer, civil engineer, parking consultant, attorney, landscape architect, architect, urban designer, and other reasonably necessary consultants to provide technical assistance during the review of the Plan. The Plan Escrow Account shall be replenished by Developer from time to time within 30 days of a written request from the Planning Board when the balance falls to \$5,000.00 so that it contains the amount specified above.

B. THE PROJECT

1. Design. The Developer has proposed a Project with ___ dwelling units and ___ square feet of nonresidential space. The Developer shall provide concept plans for the proposed Project that show the following elements:

- a. Building architecture and design;
- b. Proposed uses;
- c. Parking;
- d. Utility connections;
- e. Open space and courtyards; and
- f. Stormwater management.

Such concept plans shall be viewed and approved by the Planning Director prior to any application for the Special Permit.

2. Restaurant. The Project shall include a restaurant on the first floor. The restaurant shall offer seasonal dining outdoors to the rear of the proposed building. Such seating shall comply with Chapter 222 of Article XII of the City Code, ss. 66-72.

C. PARKING

The Developer shall be required, as part of the Special Permit process, to provide adequate parking for customers and residents of the Property. In order assure that the Project will not cause parking congestion in the City's downtown, the Developer shall perform the following:

1. Parking Consultant. The Developer shall engage a qualified parking consultant to assist in the preparation of the application for said Special Permit. The plans prepared by Developer's parking consultant shall be peer reviewed and approved by the City's planning consultant before submitted as part of the application.

2. Valet Parking. In the event Developer shall determine after the opening of the restaurant that onsite parking for customers is insufficient for the restaurant, Developer may use valet parking or other means to alleviate congestion.

3. Contribution. In the event the parking consultants for the City and the Developer so recommend, the Developer shall contribute the sum of \$_____ pursuant to G.L. c. 44, s. 53A. Such funds shall be placed in an escrow account and used for the future construction of a City parking garage on Merrimack Street.

D. PUBLIC AMENITIES

1. Maintenance of Open Green Area. The Developer shall maintain a green area available to the public located on the Property and/or to the rear of the property located at 192 Merrimack Street.

2. Public Restrooms. The Developer shall install two (2) public restrooms on the Project and the City shall maintain them.

E. SITE SECURITY

1. Cameras. The Project shall be served by 24/7 security cameras.

2. Lighting. The Project shall be served by adequate lighting.

F. EASEMENTS

There are currently two (2) separate easements located for the benefit of others on the Property. These easements are recorded in the Essex South Registry of Deeds at:

Book ____, Page ____

Book ____, Page ____

The City shall be required to obtain and perfect a release and termination of these easements to be recorded at the Essex South Registry of Deeds prior to the Closing.

G. TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION

1. Commencement. The Developer shall commence construction of the Project within ____ days of the Closing.

2. Completion. The Developer shall obtain a certificate of occupancy for the Project within ____ days of the commencement of construction.

3. Extension of Time. The Developer may request and the City, acting reasonably, may approve an extension of time for the performance set forth above.

4. Default. Failure of the Developer to comply with the provisions of this Section G, without the benefit of an extension of time to perform, shall constitute a default and the City may elect to pursue the remedies set forth in Section H, herein.

H. PROVISIONS RELATING TO RIGHTS, REMEDIES AND PROCEDURES IN THE EVENT OF A DEFAULT.

I. PRIOR TO THE CLOSING.

The provisions of this subsection I shall apply only prior to the recording of the deed to the Property.

A. Default By Developer. If Developer shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than sixty (60) days after written notice to Developer specifying the alleged default (the "First Cure Period") or, if such default (other than a payment default) shall be reasonably expected to take more than sixty (60) days to cure, the City and Developer shall agree upon a longer period of time within which such cure shall be completed (the "Extended Cure Period"), and such default is continuing at the expiration of such First Cure Period or the Extended Cure Period, as applicable the City shall have the right to (i) terminate this Agreement and the Purchase and Sale Agreements executed in connection herewith; or, (ii) withhold any approvals to be issued by any municipal agency or official of the City; or, (iii) exercise any other remedy available at law or in equity, including commencing an action for specific performance. The City agrees that if, within fifteen (15) days after Developer's receipt of a notice of a claim of default, Developer shall give notice to the City that Developer contests the same, then the City shall not have the right to exercise any of the foregoing rights in respect thereto until such claim shall have been finally adjudicated in such contest. Developer agrees to diligently prosecute any such contest and if such adjudication is in favor of Developer, then Developer shall be reimbursed by the City its reasonable legal fees and other expenses in prosecuting such contest by the City. If Developer has not commenced such action within forty five (45) days of such written notice to the City, Developer shall be deemed to have abandoned the right to contest such default and the City may exercise any of its remedies hereinbefore described without any further delay. If such matter is determined adversely to Developer, Developer shall have thirty (30) days (or, other than with respect to any required payments, such longer period of time as agreed to between the City and Developer) to effect such cure (the "Second Cure Period"). In addition thereto, Developer shall reimburse the City, within such thirty (30) day period its reasonable legal fees and other expenses in defending any such contest. If, after such adjudication in favor of the City, the default is not cured within the Second Cure Period, the City shall have the rights hereinbefore described but there shall be no further right of appeal by Developer.

B. Default By City. If the City shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than sixty (60) days after written notice to the City specifying the alleged default (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time), Developer shall have the right to (i) terminate this Agreement; or (ii) exercise any other remedy available at law or in equity, including commencing an action for specific performance.

II. AFTER THE CLOSING.

The provisions of this subsection II shall apply only after the recording of the deed to the Property.

1. If the Developer shall fail or refuse to commence construction as hereinbefore described or, after commencing construction, to construct the Project as required by this Agreement or by the Permits, the City shall in writing notify the Developer of such failure or violation. Except as provided in Subparagraph 2, below the Developer shall thereupon have ninety (90) days from the receipt by it of such written notice to commence to cure such failure or violation, and shall thereafter diligently pursue such cure. The City may enforce the provisions of this section by an action in a court of appropriate jurisdiction to compel specific performance unless the Developer can reasonably demonstrate to the City that such failure or violation is due to the unavailability of financing to complete the Project upon terms and conditions then prevailing in the Greater Boston area or to such other economic circumstances that would make the completion of the Project impracticable or economically infeasible.

2. If the Developer shall fail or refuse to complete construction of the Project within the times specified in this Agreement, the City shall in writing notify the Developer of such failure or violation. The Developer shall thereupon have until the first to occur of (a) one hundred and eighty (180) days from the receipt by it of such written notice or (b) any agreed upon Extended Completion Date (collectively, the "Cure Dates").

(a) If the Developer does not cure such failure or violation prior to the applicable Cure Date (or within such other extended period of time as may be established by the City acting reasonably and if the holders of record of construction mortgages do not exercise their rights to cure such violation or failure (as herein provided), the Developer shall promptly transfer possession of, and reconvey, those parts of the Property on which such incomplete components of the Project were to have been located (the "Undeveloped Property") and all improvements thereon and all rights relating thereto, including, without limitation any development or phasing rights under applicable condominium documents, to the City without cost to the City, by quitclaim deed, provided that such reconveyance shall be subject to any existing mortgages thereon permitted under this Agreement. If the Developer shall fail so to reconvey, the City may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of damages, expenses or costs by the Developer.

(b) In the event of a failure by the Developer to cure under this Section, the City shall also have the right to re-enter and take possession of the Undeveloped Property and to terminate (and revert in the City) the estate in the Undeveloped Property conveyed by the deed to the Developer, it being the intent of this paragraph, together with other provisions of this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the deed shall contain a reference to the document of record creating a condition subsequent to the effect that in the event of such failure to cure, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in the Undeveloped Property, including, without limitation any development or phasing rights under applicable condominium documents and that such title, and all rights and interests of the Developer, and any assigns or successors in interest, in the Undeveloped Property, shall revert to, and be vested in the City; provided, that such condition subsequent and any reversion of title as a result thereof in the City shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any

mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the holders of such mortgages.

Upon taking title to the Property, the Developer shall covenant that the Property shall be developed in such a way as to ensure that conveyance of the Undeveloped Property shall be possible at all times without the need for any governmental or private approvals, consents or permits.

(c) If the Developer or a mortgagee reconveys to the City, or if the City shall re-enter pursuant to this Section, the City shall undertake with due diligence and in a commercially reasonable manner to resell the Undeveloped Property so reconveyed or which it has so re-entered, and all of the improvements thereon, and the proceeds of such resale, together with the net income, if any, derived by the City from its operation and management of the Undeveloped Property subsequent to such reconveyance shall be used:

(i) First, to pay all taxes payments in lieu of taxes, public charges and other sums owing to the City with respect to the Undeveloped Property up to the time of such resale (or in the event the Undeveloped Property is exempt from taxation during the period of ownership thereof by the City, an amount equal to such taxes as would have been payable if the Undeveloped Property were not so exempt);

(ii) Second, in their respective order of priority to pay any and all mortgage indebtedness authorized by this Agreement and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Undeveloped Property, in favor of mechanics, materialmen or subcontractors;

(iii) Third, to reimburse the City for all costs and expenses reasonably and proximately incurred by the City, including the salaries of City personnel, in connection with the recapture, management and resale of the Undeveloped Property and all administrative and overhead costs in connection therewith;

(iv) Fourth, to reimburse the City for expenditures made or obligations incurred with respect to the making or completion of improvements on or for the Undeveloped Property for which it has not otherwise been reimbursed;

(v) Fifth, to pay or reimburse the City for any amounts otherwise owing to the City from the Developer; and

(vi) Sixth, if there is any balance of proceeds remaining, such balance shall be paid to the Developer;

The City may elect, acting reasonably, to pursue its remedies under either or both of subparagraphs 1 or 2 above.

I. PROVISIONS RELATING TO RIGHT TO MORTGAGE

1. Mortgage of Property by Developer. Notwithstanding any other provisions of this Agreement, the Developer shall at all times have the right to encumber, pledge, or convey its rights, title and interests in and to the Property, or any portion or portions thereof by way of a bona fide acquisition, or construction or permanent mortgage to secure the payment of any loan or loans obtained by the Developer to finance the acquisition of the Property and the development, construction, repair or reconstruction of the Project, or to refinance any outstanding loan or loans therefor obtained by the Developer for any such purpose or to establish permanent mortgages (the "Permitted Loan Purposes"); provided, however, that the Developer shall give written notice to the Town of its exercise of its rights hereunder, including in such notice the name(s) and address(es) of such mortgagee(s) and any other information regarding the mortgagee(s) and mortgage documents which the Town may require. Such notice shall be given at the time of recording of such mortgage. Prior to completion of the Project, the Property shall not be used as collateral for any purpose other than the Permitted Loan Purposes. Developer shall provide a copy of its commitment for construction financing promptly after written acceptance of the terms thereof.

The holder of any such mortgage (including a holder who obtained title to the Property or any portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this Agreement to construct or complete the Project or to guarantee such construction or completion, but shall have the options described in the Subsection I.2.

In the event that a mortgagee or proposed mortgagee of the Property provides a written request for an amendment of this Agreement, and such request details the reasons for such amendment, the Town shall promptly consider such amendment, and in the event that the Town decides, acting reasonably, that such amendment is consistent with the purposes and objectives of this Agreement, the Town shall enter into such amendment with the Developer. All costs and expenses incurred by the Town in connection with such amendment and the approval thereof, shall be paid by the Developer.

2. Rights and Duties of Mortgagee Upon Acquisition Prior to Completion. If a mortgagee acquires fee simple title to the Property or any part thereof, either by foreclosure or deed in lieu of foreclosure prior to the completion of the Project, the mortgagee shall have the following options:

(i) Complete construction of the Project in accordance with the Permits, any approved modifications thereof, and this Agreement, and in all respects comply with the provisions of this Agreement; or

(ii) Sell, assign, or transfer fee simple title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement in respect to the Property or part thereof, by written instrument complying with the terms hereof satisfactory in form to the Town and

recorded forthwith in the Essex South District Registry of Deeds (the "Assumption Notice"). Such purchaser, assignee or transferee shall not be entitled to apply for or receive a building permit for any of the Project unless such Assumption Notice is recorded and evidence thereof has been provided to the Building Commissioner.

The Town shall retain all of its rights hereunder with respect to such purchaser, assignee or transferee, with respect to the Project and with respect to the mortgagee in the event that it elects to exercise its rights pursuant to Subsection I.2, hereof.

In the event that a mortgagee elects to complete construction pursuant to this Subsection I.2, or sells, assigns or transfers pursuant to subparagraph (2)(ii) above, the Town shall extend the time limits set forth herein as shall be reasonably necessary to complete construction of the Project, and upon such completion, the mortgagee or purchaser, as the case may be, shall be entitled to the Certificate of Completion.

In no event shall any mortgagee be responsible for breaches of this Agreement occurring prior to the time it acquires title or takes possession of the Property or after it shall convey such title or possession.

J. NOTICES OF BREACHES TO MORTGAGEES OR TO THE CITY

If the City gives written notice to the Developer of a default under this Agreement and the Developer fails to remedy such default as required herein, the City shall forthwith, after such failure furnish a copy of the notice of default, and a statement that such default has not been cured to each of the mortgagees of record of the Property who have provided construction financing for the Project. To facilitate the operation of this Section, the Developer shall at all times keep the City provided with an up-to-date list of names and addresses of mortgagees from whom the Developer has obtained loans as permitted under this Agreement. Any such mortgagee or holder may notify the City of its address and request that the provisions of Section U5 hereof as they relate to notices apply to it. The City agrees to comply with any such request.

The Developer shall use its best efforts to have the mortgagees provide to the City a copy of any default notice provided by them to the Developer.

K. MORTGAGEE MAY CURE BREACH OF DEVELOPER

If the Developer has received notice from the City of a default under this Agreement and such breach is not cured by the Developer before the expiration of the period provided therefor, the holders of record of construction mortgages on the Property as permitted under this Agreement may cure any breach upon giving written notice of their intention to do so to the City within ninety (90) days after such holder receives such notice of breach, and shall thereupon proceed with due diligence to cure such breach. In the event any mortgagee elects to complete the Project as herein provided, a reasonable extension of time for performance will be granted by the City to enable the mortgagee to complete construction of the Project, and following the

completion of the Project in accordance with the provisions of this Agreement and of the Permits, such mortgagee shall be entitled to receive the Certificate of Completion.

L. REMEDIES FOR OTHER BREACHES

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.

M. CITY BOARDS

In the event that any permit granting authority having jurisdiction over the Project imposes any condition or requirement that is inconsistent with any provision hereof, but is acceptable to the Developer, the City shall grant an amendment hereto, upon the request of the Developer, in form and substance reasonably acceptable to the City for the purpose of bringing the requirement of this Agreement into conformity with the conditions required by the Permits. Any such amendment by the City shall be made in an expeditious manner.

N. AMENDMENTS

No amendment hereto shall be effective until recorded in the Essex South North Registry of Deeds.

O. MISCELLANEOUS PROVISIONS

1.. Transfer. As set forth in Exhibit I, the initial ownership of the Project shall be vested in a single purpose limited liability company (the "LLC"), the manager of which shall be Salvatore N. Lupoli or an LLC ("LLC"). Neither ownership nor management of the Project, nor a majority interest in the LLC shall be leased, alienated, mortgaged or transferred (other than as permitted herein without the express written permission of the City Council, such permission not to be unreasonably withheld or delayed. A copy of the appropriately redacted Operating Agreements for the LLC, showing the members names and their respective percentage membership interests shall be provided to the City at closing.

2. Compliance. During the processing of the application for the Special Permit, the Developer shall submit all necessary evidence, to the satisfaction of the Planning Board, to show compliance with the terms of this Agreement.

3. Intent to Bind Successors and Assigns. The foregoing obligations shall run with the Property and shall be binding upon and inure to the benefit and burden of the Developer, its

successors and assigns, and to the extent legally permissible, the City. This Agreement shall be recorded with the Essex South Registry of Deeds together with the deed to the Property.. This Agreement shall be recorded prior to any mortgages on the Property and shall have priority over all liens, mortgages and encumbrances .

4. Effect; Amendment. This Agreement shall not take effect until voted and executed by the City Council. Upon such vote, this Agreement shall not be amended in any material respect except by a further majority vote of the City Council.

5. Required Notice. Unless otherwise specified in this Agreement, any notice to be given under this Agreement shall be in writing and signed by the party (or the party's attorney) and shall be deemed to have been given (a) when delivered, if delivered by hand, or (b) two business days after the date mailed, if mailed by registered or certified mail, all charges prepaid, in either event addressed as follows:

* In the case of the City to:

Mayor
City Hall
Haverhill, MA

With a copy to:

City Solicitor
City Hall
Haverhill, MA

* In the case of Developer, to:

* with a copy to:

By such notice, either party (or such party's attorney) may specify a new address, which thereafter shall be used for subsequent notices.

6. Effective Date of Agreement. This Agreement shall be effective as of the date it shall be executed by both Developer and the City.

7. Dispute Resolution. Prior to the initiation of any court proceeding involving the terms of this Agreement or either party's performance thereunder, the City and Developer agree that such disputes shall be first subject to nonbinding arbitration or mediation, for a period not longer than ninety (90) days.

8. Purchase & Sale of the Property

This Development Agreement is a rider to the Purchase and Sale Agreements. To the extent matters are addressed in such Purchase and Sale Agreements such Purchase and Sale Agreements shall control.

9. Applicable Law; Construction.

A. This Agreement has been executed within the Commonwealth of Massachusetts. The rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts.

B. This Agreement is the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

Executed under seal as of the date first above written.

CITY OF HAVERHILL

12

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

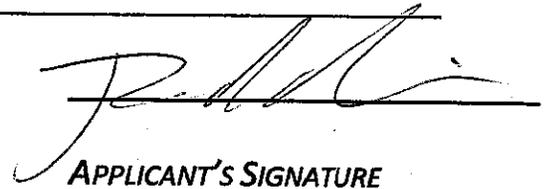
Type of license Buy + Sell Second Hand Articles

Name of business Lougham Service Inc

Type of business Repair mobile Phones

Address of business 141 winter st

Jamaleddine Lougham


APPLICANT'S SIGNATURE

PRINT APPLICANT NAME

HAVERHILL, 11/01/2016, 2015

OFFICE USE ONLY

RENEW

No. _____

FEE \$150.00

IN MUNICIPAL COUNCIL, _____, 2015

ATTEST:

_____, CITY CLERK

APPROVED _____

DENIED _____


POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK



12

City of Haverhill

Date: 11-9-16

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive a license for:

Number of devices

Coin-Operated Machine: 12

Pinball Machine: _____

Other: _____

Effective Date: 1-1-2017

Expiration Date: December 31, 2016

NEW RENEWAL

Fee: 1200.⁰⁰

Vendor's Name: Superior Amusements, Inc

Vendor's Address: 3 Robin Road, Derry, NH 03038

Business Name: GLS Associates, Inc

Business Address: 7 Parkridge Rd, Haverhill, MA 01835

Owner's Name: Paul T. Gilmartin

Recommendation by Police Chief: **Approved** **Denied**

Police Chief

In Municipal Council, _____

Attest:

City Clerk

In accordance with City of Haverhill Code, Chapter 104, Automatic Amusement Devices

-Please complete back of this application-



City of Haverhill

Date: 11-14-16

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive a license for:

Number of devices

2 Coin-Operated Machine: _____

___ Pinball Machine: _____

___ Other: _____

Effective Date: _____

Expiration Date: December 31, 20__

NEW _____

RENEWAL

Fee: 200.00

Vendor's Name: Modern Amusements

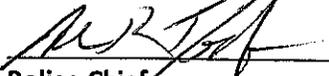
Vendor's Address: 35 Nashua Rd. Windham, N.H.

Business Name: Market Basket

Business Address: 2 Water St. Haverhill, ma 01830

Owner's Name: Arthur T. Demoulus

Recommendation by Police Chief: Approved Denied _____


Police Chief

In Municipal Council, _____

Attest:

City Clerk

In accordance with City of Haverhill Code, Chapter 104, Automatic Amusement Devices

-Please complete back of this application-



NOV 10 2016

City of Haverhill

Date: _____

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive a license for:

Number of devices

12 Coin-Operated Machine: _____

___ Pinball Machine: _____

___ Other: _____

Effective Date: JAN. 1, 2017

Expiration Date: December 31, 2017

NEW ___ RENEWAL

Fee: \$ 1,200.00

Vendor's Name: SEACOAST

Vendor's Address: HAMPTON, N.H.

Business Name: ACADEMY LANES

Business Address: 725 SO. MAIN ST. PO BOX 5068

Owner's Name: ERNEST DiBurro

Recommendation by Police Chief: Approved Denied ___

[Signature]
Police Chief

In Municipal Council, _____

Attest:

City Clerk

In accordance with City of Haverhill Code, Chapter 104, Automatic Amusement Devices

-Please complete back of this application-



City of Haverhill

Date: 10 NOV 2016

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive a license for:

	<u>Number of devices</u>
<input checked="" type="checkbox"/> Coin-Operated Machine:	<u>3</u>
<input type="checkbox"/> Pinball Machine:	_____
<input type="checkbox"/> Other:	_____

Effective Date: 1 JAN 2017

Expiration Date: December 31, 2017

NEW

RENEWAL

Fee: \$300. - pd CLA 1142

Vendor's Name: Four Star Vending, Inc.

Vendor's Address: 189 S. main st. middleton, MA 01949

Business Name: Wilbur m. comeau Post # The American Legion

Business Address: 1314 main st, Haverhill, MA 01830

Owner's Name: The American Legion Post #, Inc.

Recommendation by Police Chief:

Approved

Denied

[Signature]
Police Chief

In Municipal Council, _____

Attest:

City Clerk

In accordance with City of Haverhill Code, Chapter 104, Automatic Amusement Devices

-Please complete back of this application-



City of Haverhill

Date: 11-9-16

APPLICATION FOR SUNDAY LICENSE

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive a license for:

Number of devices

Coin-Operated Machine: 12

Pinball Machine: _____

Other: _____

Effective Date: 1-1-2017

Expiration Date: December 31, 2016

NEW

RENEWAL

Fee: \$²¹240.00

Vendor's Name: Superior Amusements, Inc

Vendor's Address: 3 Robin Road, Derry, NH 03038

Business Name: GLS Associates, Inc

Business Address: 7 Parkridge Road, Haverhill, MA 01835

Owner's Name: Paul T. Gilmartin

Recommendation by Police Chief: Approved / Denied _____

Police Chief

In Municipal Council, _____

Attest:

City Clerk

In accordance with City of Haverhill Code, Chapter 104, Automatic Amusement Devices

-Please complete back of this application-



City of Haverhill

Date: 11-14-16

APPLICATION FOR SUNDAY LICENSE

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive a license for:

Number of devices

2 Coin-Operated Machine: _____

___ Pinball Machine: _____

___ Other: _____

Effective Date: _____

Expiration Date: December 31, 20__

NEW ___

RENEWAL

Fee: 40.00

Vendor's Name: Modern Amusements

Vendor's Address: 35 Nashua Rd. Windham, N.H.

Business Name: Market Basket

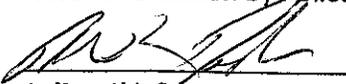
Business Address: 2 Water St. Haverhill, ma 01830

Owner's Name: Arthur T. Demoulis

Recommendation by Police Chief:

Approved

Denied ___


Police Chief

In Municipal Council, _____

Attest:

City Clerk

In accordance with City of Haverhill Code, Chapter 104, Automatic Amusement Devices

-Please complete back of this application-



City of Haverhill

NOV 10 2016

Date: _____

APPLICATION FOR SUNDAY LICENSE

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive a license for:

Number of devices

12 Coin-Operated Machine: _____

___ Pinball Machine: _____

___ Other: _____

Effective Date: JAN. 1, 2017

Expiration Date: December 31, 2017

NEW _____

RENEWAL

Fee: \$240.00

Vendor's Name: SEACOAST

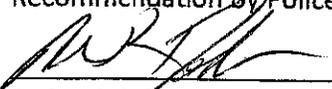
Vendor's Address: HAMPTON, N.H.

Business Name: ACADEMY LANES

Business Address: 725 SO. MAIN ST. PO BOX 5068

Owner's Name: ERNEST DiBURRO

Recommendation by Police Chief: Approved Denied _____


Police Chief

In Municipal Council, _____

Attest:

City Clerk

In accordance with City of Haverhill Code, Chapter 104, Automatic Amusement Devices

-Please complete back of this application-



City of Haverhill

Date: 10 Nov 2017

APPLICATION FOR SUNDAY LICENSE

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive a license for:

Number of devices

 Coin-Operated Machine: 3

 Pinball Machine:

 Other:

Effective Date: 1 JAN 2017

Expiration Date: December 31, 2017

NEW

RENEWAL

Fee: \$60. - pd ch # 1142

Vendor's Name: Four Star Vending, Inc.

Vendor's Address: 189 S. main st. middleton, MA 01949

Business Name: Wilbur M. Comera Post #4 The American Legion

Business Address: 1314 main st. Haverhill, MA 01830

Owner's Name: The American Legion Post 4, Inc.

Recommendation by Police Chief: Approved Denied

[Signature]
Police Chief

In Municipal Council, _____

Attest:

City Clerk

In accordance with City of Haverhill Code, Chapter 104, Automatic Amusement Devices

-Please complete back of this application-



Haverhill

12

City Clerk's Office, Room 118
Phone: 978-420-3623 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

Date NOV 09 2016

The undersigned respectfully asks to receive a license to conduct business in the City of Haverhill as a:

- Hawker or Peddler
- Employee of a Hawker or Peddler

NAME: Milton Russell SIGNATURE: Milton Russell

ALL MERCHANDISE TO BE SOLD: Christmas trees & wreaths
at the Elks, Summer St

MONTH(S): NOV 26 - Dec 24th DAY(S)/TIME(S): Mon-FRI 3pm-8pm
Sat & Sun 11 AM - 7 PM

LOCATION (CHECK ONE):

- New - Fixed Location
- Renewal - Fixed Location
- Seasonal - Fixed Location
- New - Mobile Cart
- Renewal - Mobile Cart

IF FIXED LOCATION, SELECT ONE BOX:

- Bradford Common
- GAR Park
- Other: _____
- Outside Haverhill Stadium @ Lincoln/Nettleton Ave
- Riverside Park
- Swasey Park
- Washington Square
- Winnekenni Area, Route 110

Fee: \$ 200.00
 Bond on File

Department Use ONLY

[Signature]
Police Chief

11/17/16
Date

Health Inspector

Date

Wire Inspector

Date

Rec Director (Stadium Only)

Date

In Municipal Council, _____,

Attest: _____, City Clerk

Please Complete the Back side of this form.

Hearing November 29 2016

Haverhill

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



99

11.4.16

DATE: September 24, 2016

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

FROM: William Pillsbury, Economic Development and Planning Director

RE: **Amendment to Zoning Ordinance- Lake Street area zone line
 adjustments**

The City seeks to further amend the zoning ordinance to adjust lot lines
 in the Lake Street area. The attached ordinance and map describes the
 proposed changes.

Please refer to the Planning Board to review the matter at its meeting of
 October 12th to make a recommendation to the city council. I request
 that the city council schedule its hearing on these matters on November
 29 2016 to adopt these changes.

Thank you for your attention to this matter.

**RECOMMENDATION: Refer to the Planning Board for the October
 12th meeting and Schedule the city council hearing on this request
 for November 29, 2016.**

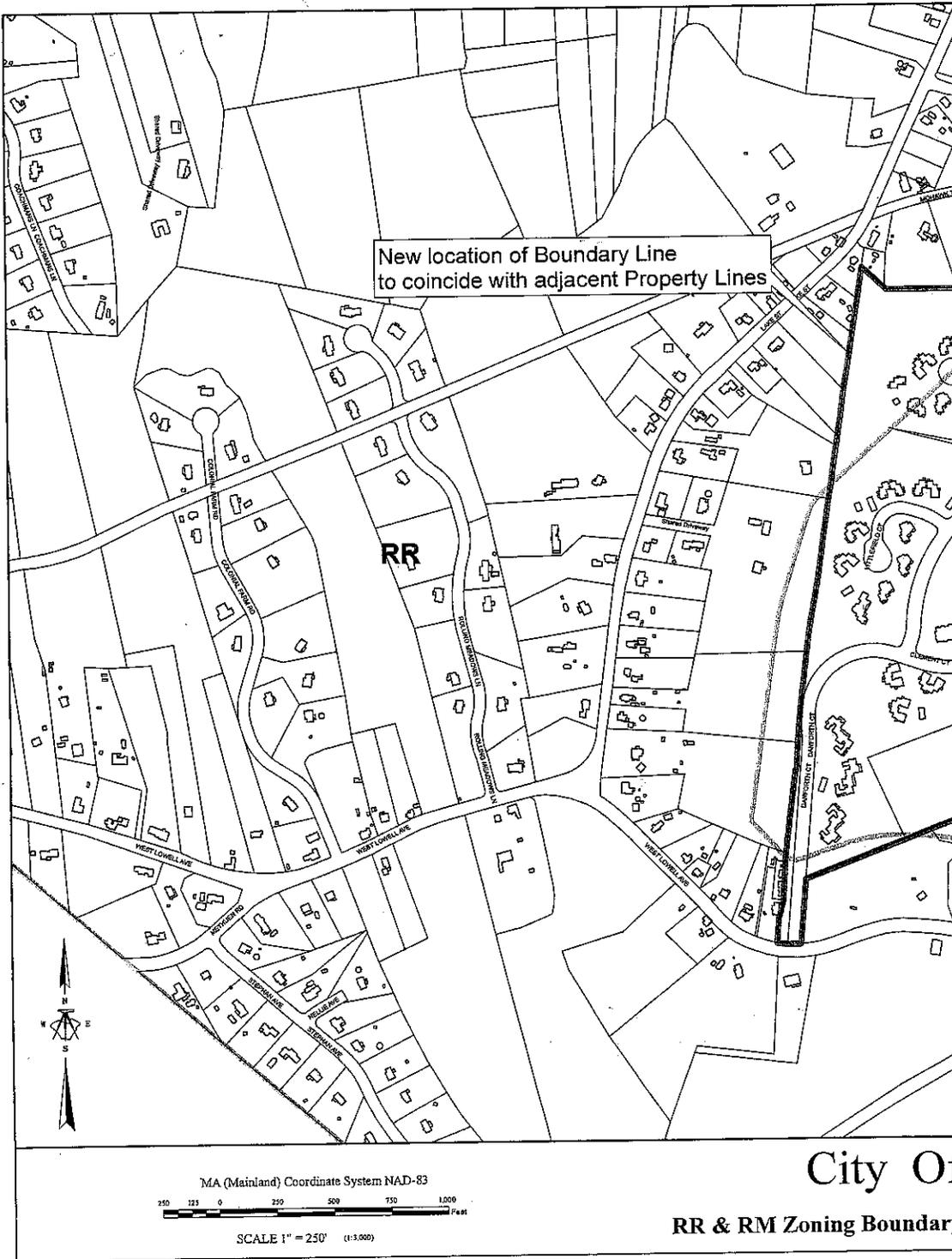
IN CITY COUNCIL: September 27 2016

REFER TO PLANNING BOARD AND

VOTED: that COUNCIL HEARING BE HELD NOVEMBER 29 2016

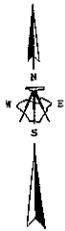
Attest:

 City Clerk



New location of Boundary Line
to coincide with adjacent Property Lines

RR

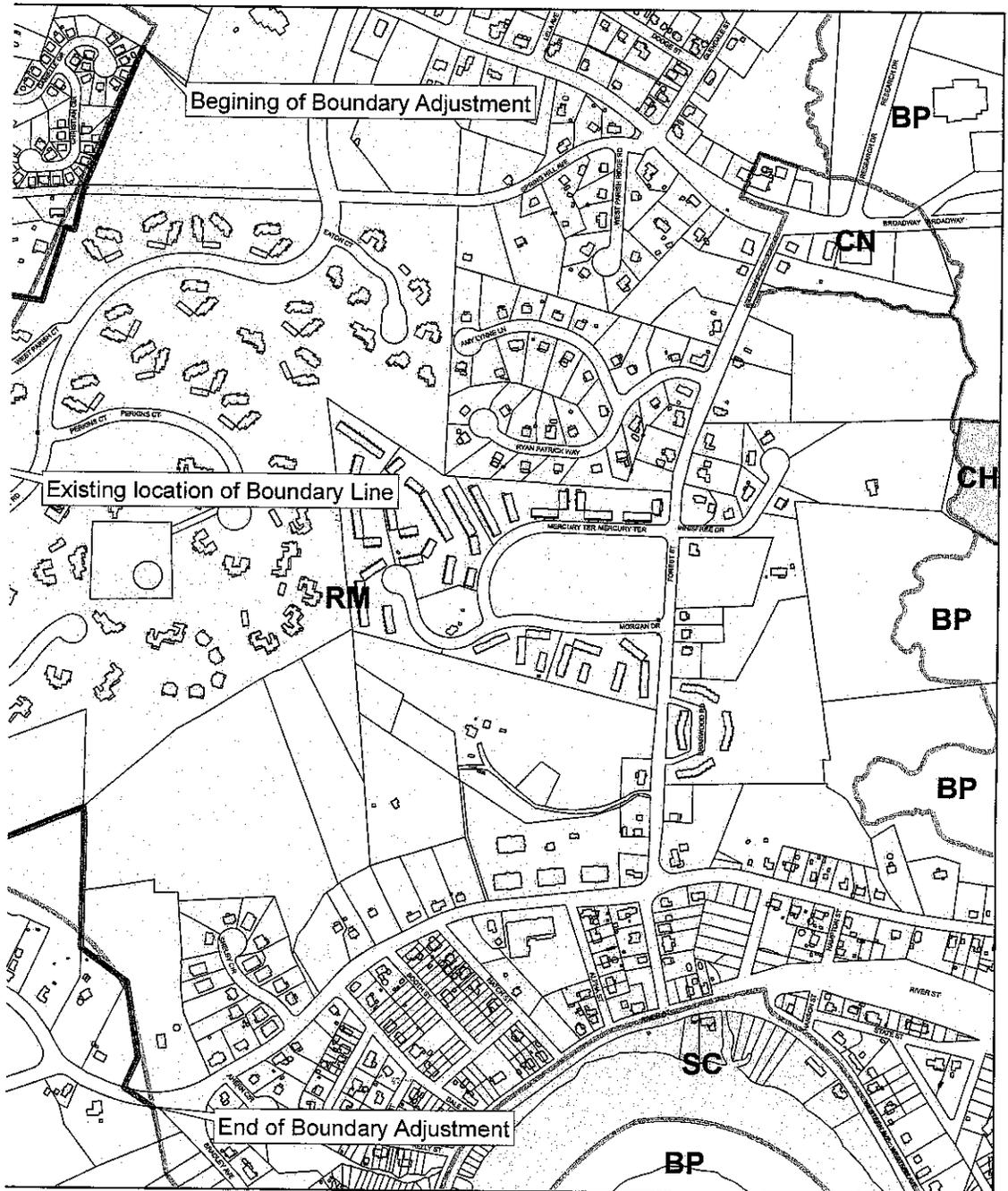


MA (Mainland) Coordinate System NAD-83
250 500 750 1,000 Feet

SCALE 1" = 250' (1:3,000)

City Of

RR & RM Zoning Boundar



Laverhill

Boundary Adjustment - East of Lake Street



This plan is for the RM & RM Zoning Boundary Adjustment purposes only. The graphic images and data displayed on this plan shall not be construed to be the actual zoning and boundary locations of each.

This map was prepared and formatted by the City of Laverhill - Engineering Division, and all rights and ownership of all technical information and logos displayed on this plan shall remain the property of Laverhill. All applicable rights reserved.

RM & RM Zoning Boundary Adjustment - East of Lake Street: 09/28/2015



99-B



DOCUMENT 99-B

14.1.1

CITY OF HAVERHILL

In Municipal Council September 27 2016

ORDERED:

MUNICIPAL ORDINANCE

CHAPTER 255

An Ordinance Relating to Zoning Map

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 255, being and is further amended as follows:

Ch. 255 Zoning Ordinance map : The zoning map is further amended to reflect the zone line to be deleted and the zone line to be added as shown on the attached plan.

APPROVED AS TO LEGALITY

CITY SOLICITOR

PLACED ON FILE for at least 10 days

Attest:

City Clerk

For Hearing NOV 29 2016
(Lake St area)
Doc 99



Haverhill

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

DATE: November 21, 2016

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

FROM: William Pillsbury, Economic Development and Planning Director

RE: Zoning Amendment- Lake Street

On October 12, 2016 the Haverhill Planning Board held a public hearing on the above referenced zoning amendment.

The requested action is to relocate the zone line to the property lines as shown on the attached map. It was favorably recommended by the Planning board after the hearing presentation. No opposition was received from the city departments.

As a general principle of zoning, it is appropriate to change the zone lines in cases where the line runs randomly through a site and make the zone lines consistent with the lot lines. This is the case in this situation.

I concur with the Planning Boards recommendation.

Thank you for your attention to this matter.

RECOMMENDATION: Approve the zoning amendment as presented.



Haverhill

Planning Board
Phone: 978-374-2330 Fax:978-374-2315

October 13, 2016

City Council President John Michitson
& City Councilors
City of Haverhill

RE: Amendment to Zoning Ordinance-Lake Street

Members Present: Karen Peugh, Kenneth Cram, Jack Everette, Bill Evans, Alison Colby Campbell, Bob Driscoll, Karen Buckley, April DerBoghosian, Esq. and Paul Howard

Members Absent: Jack Everette

Also Present: William Pillsbury, Jr., Director of Economic Development and Planning
Lori Woodsum, Office Manager

Dear City Council President and Councilors:

Please note at the October 12, 2016 Planning Board meeting the board considered the recommendation of the Planning Director, William Pillsbury, Jr., to forward a favorable recommendation to allow an amendment to the zoning ordinance. This has been filed by the City on a request of several City Councilors. This is a result of an application that went forward unfavorably a couple of years ago. It was a petition by the abutters to change the zoning line. This would bring them into a line with the property lines, as opposed to running through the middle of many properties. We are proposing an amended map which relocates the zone line to be contiguous with the property line. This type of adjustment is corrective in nature and has been done in similar cases in the past. The role of the Planning Board is to make a recommendation to the City Council. The only entity that can change zoning is City Council. The City Departments have reviewed the proposal and no objections have been received. I will be making a request for a favorable recommendation.

Paul Howard asked if there were questions from the board? Is there anyone from the public who wishes to speak?

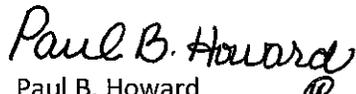
Ann (inaudible) of 87 Lake Street addressed the board. I am inquiring about the one item I previously asked about. **WP** stated we will make that adjustment when it goes before the City Council.

Paul Howard asked if anyone else wish to speak? Hearing none we will close the public hearing portion of the hearing and turn it over for comments from the Planning Director.

WP stated I would make a favorable recommendation to the City Council to correct the location of the zone line which actually runs between properties and not along the property lines. I would recommend a favorable recommendation.

After board consideration, Member Karen Peugh motioned to forward a favorable recommendation to the City Council as recommended by the Planning Director William Pillsbury, Jr. Member Bill Evans seconded the motion. Members that voted in favor were: Karen Buckley, April DerBoghosian, Esq. Karen Peugh, Bill Evans, Kenneth Cram, Alison Colby Campbell, Bob Driscoll and Paul Howard. Members Absent: Jack Everette. **Motion Passed.**

Signed:


Paul B. Howard
Chairman

Attachments: City Department Letters

Cc: Zoning Amendment Lake Street file
Applicant
City Engineer-John Pettis-email
City Departments-Email



Haverhill Fire Department

Fire Prevention / Investigation Unit



James J. Fiorentini
Mayor

William F. Laliberty
Fire Chief

D/C Robert M. O'Brien
Lieut. Roger E. Moses
Insp. Johnathan W. Pramas
Insp. James Graham

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

September 28, 2016

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

Re: Change of Zoning Map
Chapter 255 Amendments

Mr. Pillsbury:

I have reviewed the proposed zoning change for Chapter 255 and in the interest of public safety, find no reason to object.

Respectfully,

Deputy Fire Chief Robert M. O'Brien
Haverhill Fire Prevention Division



Zoning Change
Lake St +
Lowell Ave

Rec'd 10/7/16
Scanned to ↑
minutes

Haverhill

Economic Development and Planning
Conservation Department

Phone: 978-374-2334 Fax: 978-374-2366

rmoore@cityofhaverhill.com

conservation@cityofhaverhill.com

MEMO TO: William Pillsbury, Economic Development and Planning Director

FROM: Robert E. Moore, Jr., Environmental Health Technician

DATE: October 7, 2016

RE: City of Haverhill for Lake Street and West Lowell Avenue
Zoning Change – RM and RR Zone Line Adjustments

The Commission reviewed the forwarded information relative to the subject application at its October 6th meeting. The Conservation Commission offers no objections to the proposed zoning change.

Traggorth Companies LLC
50 Summer Street
Boston, MA 02110

100
Hearing November 29
2016

September 15, 2016

Haverhill City Council
4 Summer Street
Room 204
Haverhill, MA 01830

14.2

250.00

RE: 87 Washington Street Redevelopment

Dear Council President & Members of the City Council:

Traggorth Companies LLC, with an address of 50 Summer Street in Boston, Massachusetts, 02110 is pleased to be submitting our application for a special permit related to the redevelopment and restoration of 81-87 Washington Street known as the Al Forno Building. The land to be developed is on Plat 301, Block 52, and Lot 6.

The work at 81-87 Washington Street will consist of the rehabilitation of the exterior and interior to create up to 24 rental apartments, including 6 two bedroom units and 12 one bedroom units. In addition, the redevelopment will include approximately 1,900 SF of ground floor retail space for lease along Washington Street.

Renovations will be completed in compliance with the Massachusetts Historic Commission and National Park Service guidelines. The exterior renovation includes repair and repointing of the brickwork, new windows, and restoration of the storefront to closely match its original appearance. The interiors of the residential and commercial spaces will highlight historic materials and uses of the building.

The building will be accessible by a new code compliance handicap accessible ramp on the West elevation of the building. New code compliant interior stairs, and an elevator will be added. In addition, residential unit interiors will feature tall ceilings, exposed brick, energy efficient heating and cooling systems, and high quality finishes, consistent with the level of finishes installed at our existing property on Washington Street, JM Lofts.

Enclosed you will find the plans and outline specifications along with a legal description of the land. Prior to our hearing before the City Council, the development will secure an agreement for 24 off-street parking spaces.

We are requesting to be included on the agenda of the October 12th Planning Board Meeting, and to be heard at the November 29, City Council Meeting. We petition to waive the 65 day hearing requirement.

We appreciate your consideration of this submission and look forward to working with you to restore this landmark building.

Sincerely,



Dave Traggorth
Traggorth Companies LLC

IN CITY COUNCIL: September 27 2016

REFER TO PLANNING BOARD AND

VOTED: that COUNCIL HEARING BE HELD NOVEMBER 29 2016

Attest:]

City Clerk

Legal Description of the land:

A certain parcel of land in the City of Haverhill, County of Essex, Commonwealth of Massachusetts, with a brick building thereon and located on the northerly side of Washington Street and bounded and described as follows:

Beginning at the southwesterly corner thereof at a point in the center line of a passageway running northerly from Washington Street and at land now or formerly of Schiafman; thence running

- NORTHERLY By the center line of said passageway and said land now or formerly of Schiafman about 79' 6" to a point marking an angle in said parcel; thence turning and running
- WESTERLY By said land now or formerly of Schiafman about 7.0' to land now or formerly of Greenberg about 29' to a point marking the northwesterly corner of the granted premises and at the center line of a passageway; thence turning and running
- EASTERLY Still by said land now or formerly of Greenberg and by the center line of a passageway about 69' to a point marking the northeasterly corner of the granted premises and at land now or formerly of the City of Haverhill; thence turning and running
- SOUTHERLY By said land formerly of the City of Haverhill and land now or formerly of Regina Stolsberg

and Mary I. Berger, about 112' to a point in the northerly side of Washington Street; thence turning and running

WESTERLY By the said northerly side of Washington Street about 51.6' to a point in the center line of a passageway and place of beginning.

Together with the right in common with others of passage, light, and air over a strip of land 20' in width extending along the easterly line of said premises and running from said Washington Street to the northeasterly corner of the granted premises; and the right of passage over a strip of land running northerly from the northeasterly corner of the granted premises to Wingate Street, said passageway being 12' in width and 66' in length, and having as its westerly boundary the easterly face of the brick building located at #62 Wingate Street.

Also the right to pass and re-pass in common with others over a strip of land lying along the westerly boundary of the premises herein described, said strip of land running northerly from Washington Street and being about 5' 7.5" in width at its southerly end and about 6' 3" at its northerly end and extending northerly from Washington Street about 79' 6", the westerly boundary of said strip of land being the easterly face of the brick building #89 Washington Street.

Also the right to pass and re-pass in common with others on and over a strip of land lying along the northerly boundary of the granted premises, said strip of land being about 6' in

width and 56.5' in length and having as its northerly boundary the southerly face of the brick building numbered 62 to 70 Wingate Street or its extension thereof.

Also the right together with others to pass and re-pass as occasion may require over existing passageways between buildings located at #70 and #72 Wingate Street, and between buildings #78 and 80 Wingate Street and over an existing passageway connecting the two aforesaid ways and lying southerly from the southerly face of the brick building #72 and 78 Wingate Street.

Subject to the rights of others to pass and re-pass as occasion may require over a strip of land lying on the easterly boundary of the granted premises, said strip of land being a portion of a passageway now in use and running northerly from Washington Street about 112' and being about 6' in width at its southerly end, 4.5' in width at its northerly end and having as its westerly boundary the easterly face of the brick building on the granted premises.

Subject also to the rights of others to pass and re-pass as occasion may require over a strip of land lying on the westerly boundary of the granted premises and being all the land lying westerly from the westerly face of the brick building on the granted premises to the westerly boundary line of the property herein described, and running northerly from Washington Street to a point at the northwesterly corner of the brick building on the granted premises.

Also subject to the rights of others to pass and re-pass over a strip of land located on the northerly boundary of the granted premises, said strip of land being about 6' in width and 69' more or less in length and having as its southerly boundary the northerly face of the brick building on the granted premises.

Said parcel as described herein, being land under and around a brick building #81 and 87 Washington Street, inclusive.

[REDACTED]

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

Fax

To: Katie From: City Clerk's Office
Fax: 81-87 Washington St Date: 9-22-16
Phone: AL Forno Bldg. Pages: 2
re: Special Permit AD CC:

Urgent

For Review

Please Comment

Please Reply

Please Recycle

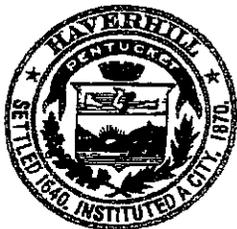
Hi Katie -

please run 2 times -

Nov - 11 + Nov 18 2016

Thanks!

Maria



Haverhill

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

November 11 2016

Notice is hereby given that a hearing will be held for all parties interested, in the Council Chambers, City Hall Building, on Tuesday, November 29th at 7:00 o'clock P.M. on a petition from Dave Traggorth/Traggorth Companies LLC; requesting Special Permit to redevelop and restore 81-87 Washington st; known as the Al Forno Building; to create up to 24 rental apartments, including 6 two-bedroom units and 12 One-bedroom units to include 1,900 SF of ground floor retail space for lease along Washington st; Assessor's Map 301, Block 52, Lot 6

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

Linda L Koutoulas
City Clerk

Advertise: **November 11 & November 18 2016**



Haverhill

Planning Board
Phone: 978-374-2330 Fax:978-374-2315

October 13, 2016

City Council President John Michitson
& City Councilors
City of Haverhill

RE: Special Permit – 81-87 Washington Street

Members Present: Karen Peugh, Kenneth Cram, Jack Everette, Bill Evans, Alison Colby Campbell,
Bob Driscoll, Karen Buckley, April DerBoghosian, Esq. and Paul Howard

Members Absent: Jack Everette

Also Present: William Pillsbury, Jr., Director of Economic Development and Planning
Lori Woodsum, Office Manager

Dear City Council President and Councilors:

Please note at the October 12, 2016 Planning Board meeting the board considered the recommendation of the Planning Director, William Pillsbury, Jr., to forward a favorable recommendation for a special permit to allow 24 residential units and commercial on Washington Street.

James Murphy came forward on behalf of the applicant. This is a proposal to construct 24 residential apartments with approximately 1,900 square feet of commercial space along Washington Street. We are seeking ultimately to get an approval through the City Council. We are also before the Zoning Board of Appeals. We will ask for the dimensional relief in connection with the project.

Dave Traggorth (DT) of Traggorth Companies addressed the board. Three years ago we were here in front of the Planning Board to talk about what was formerly known as the Surplus Office Building. JM Lofts (now called) has been completed this past spring. It consists of 18 units. We filled all those market rate apartments in less than 2 months after opening. More recently Battlegrounds Coffee Shop opened up a couple of weeks ago and has already done great. We have two remaining retail spaces that have a lot of interest. We are here tonight to bring the same vision. Our vision is to use high quality construction. It will be a wonderful compliment of residential and commercial space. It has been vacant for a very long time.

Kevin Demera (KD) with Rode Architects addressed the board. We do a lot of work in the neighborhoods of Boston. He went on to discuss the work his firm has done in and around Boston. We are very familiar with the Community Review Process. We are trying to look at the impact of a project beyond its own boundaries. 87 Washington Street has proximity to the parking garage and the Haverhill train station. We will be relying on both of those. This building has been abandoned for several years. The conditions are similar to how we found 37 Washington Street. The building is in good condition and capable of taking on the construction we are planning. This would be under MHC review. We would take care in restoring the façade to the in-kind conditions. The first rendering I have brought is the street view along Washington Street. We are looking at using the alley-ways on the left and provide an accessible entry up to the first floor which is raised a few feet above the sidewalk. There would be a staircase down the other side of that. The second rendering shows the alley way after the building has been restored with windows. The back of the building open ups to an existing parking lot. The building is 24,000 square feet. Our retail space would be 3,100 square feet. The ground floor level has a split between commercial and retail. That would be access via stair to the upper level. **WP** asked if the entire street front of Washington Street will have commercial space. **DT** stated yes. We would like to maintain the existing steps that are there. We have had discussions with the abutters about the steps. There will be an elevator gaining access to all floors. There will be 6-2 bedroom units that face Washington Street. 18-1 bedroom units ranging in size of 600-800 square feet.

WP asked how would parking be handled. **DT** stated we would provide 1 space per residential unit. Most likely in the MVRTA garage. We are still working out the details. **WP** stated you are not required to have the details worked out at this stage but again, it would be the requirement to have those worked out by the conclusion of the City Council. **DT** stated that is our intention.

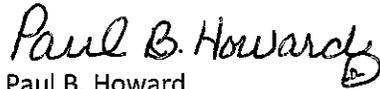
KP asked if you had seen the Fire Department letter? **WP** stated it is a standard letter for fire protection. **DT** stated we will bring it up to modern code.

Chairman Paul Howard asked if there was anyone in the public who wished to speak. No one came forward to speak from the audience. Seeing none, we will close the public portion of the hearing and turn it over to the Planning Director for his comments.

Planning Director William Pillsbury stated the role of the Planning Board this evening is to make a recommendation to the City Council for 24 units with the existing commercial space on the ground floor. The application has been submitted to the City Departments for review. The only comment we received was from the Fire Department. There have been no objections to the project. We have experienced a very positive relationship with the development team. They have done a good job with working with the City Departments in terms of complying with code requirements. It's a positive investment in the downtown to create market rate units. The building has been vacant for some time and the reuse will remove a blithe influence from the Washington Street Historic District. It is a registered historical building and will be restored in kind to our requirements. I believe they have demonstrated that in the past. It will be reviewed by the local historical commission as well as the Massachusetts Historic Commission. I would recommend a favorable recommendation to the City Council with the inclusion of any comments from City Department letters. Those would be forwarded to the City Council for their action.

After board consideration, Member Karen Peugh motioned to forward a favorable conditional recommendation to the City Council with the inclusion of any comments from City Department letters as recommended by the Planning Director William Pillsbury, Jr. Member Bill Evans seconded the motion. Members that voted in favor were: Karen Buckley and April DerBoghossian, Esq. Karen Peugh, Bill Evans, Kenneth Cram, Alison Colby Campbell, Jack Everette, Bob Driscoll and Paul Howard. Members Absent: Jack Everette. **Motion Passed.**

Signed:

A handwritten signature in black ink that reads "Paul B. Howard". The signature is written in a cursive style with a small circle at the end of the last name.

Paul B. Howard
Chairman

Attachments: City Department Letters

Cc: 81-87 Washington Street Special Permit file
Applicant
City Engineer-John Pettis-email
City Departments-Email



Haverhill Fire Department

Fire Prevention / Investigation Unit



James J. Fiorentini
Mayor

William F. Laliberty
Fire Chief

D/C Robert M. O'Brien
Lieut. Roger E. Moses
Insp. Jonathan W. Pramas
Insp. James Graham

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

September 29, 2016

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

Re: 81-87 Washington Street / 301-52-6 / Special Permit

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

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

I have reviewed the submitted renovation plans for the address stated above for a special permit and in the interest of public safety, have the following comments:

- The proposed renovations constitute a change of occupancy from the existing use of the building to the intended use of the building. The first and second floors were used as commercial space with the remaining floors used for storage.
- The proposed new use of the building will be mixed occupancy. The basement level will consist of residential units and the buildings mechanical room. The ground floor level will consist of a 1,900 SF retail area and residential units. The second, third, and fourth floors will consist of residential units, in all totaling 24 rental apartments.
- The building shall be renovated to provide the required fire protection systems as required by the Eight Edition of the Massachusetts State Building Code for Existing Buildings.
- The applicant has not indicated as to which compliance method they intend to apply, Prescriptive or Performance.

Respectfully,

Robert M. O'Brien
Deputy Fire Chief



S.P.
81-87
Washington
Street

Rec'd 10/7/16
Scanned to
markers

Haverhill

Economic Development and Planning
Conservation Department
Phone: 978-374-2334 Fax: 978-374-2366
rmoores@cityofhaverhill.com
conservation@cityofhaverhill.com

MEMO TO: William Pillsbury, Economic Development & Planning Director
FROM: Robert E. Moore, Jr., Environmental Health Technician
DATE: October 7, 2016
RE: Special Permit – Parcel ID: 301-52-6
Traggorth Companies, LLC for #81-87 Washington Street

The Commission reviewed the forwarded information relative to the subject application at its October 6th meeting. There do not appear to be any wetland issues associated with the applicant's proposal. Therefore, the Conservation Commission offers no objections to the proposed special permit.



Haverhill

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

November 21, 2016

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

FROM: William Pillsbury Jr. Economic Development and Planning Director

SUBJECT: 81-87 Washington Street Special permit- 24 market rate residential units plus commercial units on the Washington Street Frontage

At its meeting of October 12, 2016 the Haverhill Planning Board voted a unanimous favorable recommendation to the City Council for the proposed mixed-use **market rate** project containing 24 residential units with continued commercial uses on the Washington street frontage. The minutes of the public hearing are attached for your review.

The role of the Board was to conduct a public hearing to make a recommendation to the city council relative to the special permit. The proposed project represents an excellent development consistent with all of the goals of the city to revitalize the downtown. The redevelopment of the former "**Trattoria Al Forno building** into a mixed-use market rate project is a strong positive indication of the private sector confidence in investing in Haverhill.

The city departments have reviewed the project and their reports are contained in your packages. No objections have been received. The project if approved for a special permit by the city council must then be filed for a full definitive plan with the planning board at which time the detailed design will be presented pursuant to the city of Haverhill subdivision regulations.

Specifically, I recommend that the Council approve the special permit as proposed and further recommend that the city council approve a waiver from the affordability requirement in our current ordinance. As the council is aware we are revising this antiquated part of our zoning and will be replacing the affordability language that currently does not meet current market conditions with new language that represents

market conditions. The city council has approved this waiver process to use in the interim period and utilized it on several occasions when appropriate and I believe this is an appropriate request based on market conditions and I recommend approval of the waiver.

The council may include in its approval any additional comments from the letters of the City departments; any additional comments/ conditions deemed necessary by the city council; and an umbrella condition that the project comply with all the requirements of zoning code 255-94.

Each of the above specific items if adopted as conditions will be required to be incorporated into and complied with in the definitive plan filing.

As Planning Director, I believe this project is in the best interest of the City of Haverhill in that it provides needed market rate housing in the inner city area without the requirement to add additional utilities to service the project.

Specifically, pursuant to zoning ordinance Ch. 255-80 (as applicable) the following findings must be made by the City Council relative to the project:

the request meets all pertinent conditions listed in article XI of the ordinance;
the request is desirable to the public convenience or welfare;

the request will not impair the integrity or character of the district or adjoining zones nor be detrimental to the health, morals or welfare and will be in conformity with the goals and policies of the master plan;

The requested use provides for the convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent streets;

The requested use provides for adequate methods of disposal for sewage refuse and other wastes and adequate methods for storm water and drainage;

The requested use provides for adequate off street loading and unloading of service vehicles;

The requested use preserves historical buildings and uses.

Proposed conditions and stipulations:

I offer the following recommended conditions be made part of the special permit approval:

While developer has provided a 15 year commitment for lease of parking spaces at the new downtown garage, The applicant shall further be responsible to provide assurance to the city that a renewals are in place to

assure the continuation the parking leases beyond the 15 years. This information shall be provided to the building inspector.

Require that the developer comply with all of the additional requirements of the City's subdivision regulations for water and sewer and drainage improvements as contained within those regulations and further detailed in the above listed and attached letters from the departments. These items shall be reflected in the definitive plan to be filed with the Planning board.

Recommendation

As Planning Director, I concur with the favorable recommendation based on an assumption that all items in the letters from the City Departments along with all requirements for special permits would be made part of the special permit for the project.

This project with the incorporation of the recommended conditions is generally in conformity with the City's master plan as well as providing sufficiently for traffic, public safety and other utility considerations. The project as proposed appears to conform to all other special permit requirements. On the basis of adopting the proposed conditions/stipulations, I recommend that the council act favorably on this project.



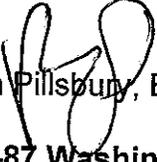
Haverhill

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

14.2.1

November 22, 2016

TO: City Council President John A Michitson and members of the Haverhill City Council

FROM:  William Pillsbury, Economic Development and Planning Director

SUBJECT: 81-87 Washington Street HDIP_TIF resolution and agreement-

I am pleased to ask for your approval to submit key documents related to the exciting redevelopment of the market rate/mixed use project at 81-87 Washington Street (Formerly Trattoria Al Forno).

I am asking the city council to approve the attached resolution authorizing the Mayor to submit documents related to the the UHC TIF zone agreement; and an order regarding the acceptance of several easements required for this project to become a reality.

I respectfully request that you approve these items tonight so that we can move forward with the continued transformation of our Washington Street downtown area.

Thank you for your attention to this matter.



DOCUMENT

14.2.1.1

CITY OF HAVERHILL

In Municipal Council

ORDERED:

CITY OF HAVERHILL

RESOLUTION

BE IT RESOLVED THAT THE City Council of the City of Haverhill:

- (a) Adopts and authorizes the Mayor to approve and execute a TIF agreement (copy attached as Exhibit A), pursuant to Massachusetts General Laws HDIP Program between and the City of Haverhill on the basis of the purchase of the 81-87 Washington Street parcel, Haverhill parcel ID; and
- (b) Authorizes the Mayor or his designee to take such other and further actions as may be necessary or appropriate to carry out the purposes of this resolution, or take any other action relative thereto.

HOUSING DEVELOPMENT INCENTIVE PROGRAM

TAX INCREMENT EXEMPTION AGREEMENT

between
City of Haverhill
and
87 Washington LLC

This AGREEMENT is made this ____ day of _____, 201_ by and between the City of Haverhill, (“Municipality”) and 87 Washington LLC, a Massachusetts limited liability company with an address at 50 Summer Street, Boston, MA 02110.

Section 1 – Agreement

The Municipality and the Sponsor, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding a tax increment exemption pursuant to the Housing Development (HD) Incentive Program, M.G.L. c. 40V and the regulations promulgated thereunder at 760 CMR 66.00 (HD TIE), with respect to the Property as herein defined.

Section 2 - Definitions

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

- Act: M.G.L. c. 40V as may be amended from time to time.
- Completion: Certificates of occupancy have been issued for the entire Project.
- DHCD: Department of Housing and Community Development
- Event of Default: An “Event of Default” as defined in Section 5 below.
- Final Certification: Determination by DHCD that the Sponsor has completed the substantial rehabilitation of the Property, consistent with the Rehabilitation Plans, including the creation of MRRUs, as set forth in the Act and the Regulations.
- Fiscal Year: An annual period of July 1 through June 30.
- HDIP AMI: Housing Development Incentive Program Area Median Income as defined at 760 CMR 66.04(2)(f)(1) and set forth in Exhibit 3.

- HD Project: A Certified Housing Development Project as defined in the Act and the Regulations.
- HD Zone: The Housing Development Incentive Zone adopted by the Haverhill City Council on April 16, 2013 and approved by DHCD as evidenced by a Certificate of Approval dated June 20, 2013 and recorded with South Essex Registry of Deeds.
- Lead Municipality: Not Applicable
- MRRU: Market Rate Residential Unit(s) as defined at Section 3.B.1.
- Property: The 87 Washington Street Property as shown in Exhibit 1, “Map of Property” and further described in Exhibit 2, “Legal Description of Property”.
- Regulations: 760 CMR 66.00.
- Rehabilitation Plans: The material submitted for Conditional Certification pursuant to 760 CMR 66.05(3) (a) and approved by DHCD.
- Sponsor: 87 Washington LLC, a Massachusetts limited liability company with an address at 50 Summer Street, Boston, MA 02110, its successors and assigns.

Section 3 – Sponsor’s Covenants

- A. Substantial Rehabilitation of the Property. Sponsor will undertake the substantial rehabilitation of the Property in accordance with the work and schedule set forth in the Rehabilitation Plans.
- B. Market Rate Residential Units.
- 1) There shall be a total of 24 residential rental units created in the Project of which 24 shall be MRRUs comprised of 18 one-bedroom units and 6 two-bedroom units. The monthly rent for such units shall be priced to be affordable to households at not less than 110% of HDIP AMI, as set forth in Exhibit 3, “Market Rate Residential Units – Pricing Plan”.
 - 2) Sponsor shall use good faith efforts to maintain the units as MRRUs for a minimum of 5 years.
- C. Marketing. Sponsor shall cause the MRRU to be marketed in a manner that is consistent

with the strategies, implementation plan and affirmative fair housing efforts set out in the Rehabilitation Plans.

D. HD Project Certification. Sponsor shall take all actions reasonably necessary to obtain Final Certification of the Property as an HD Project including but not limited to submitting applications to DHCD for Conditional Certification and Final Certification consistent with the requirements of the Act and the Regulations.

Section 4 – Tax Increment Exemption

Municipality agrees to grant Sponsor an exemption to the real property taxes due on the Property pursuant to G.L. c.59 according to the following terms.

A. Base Value. \$850,000.

B. MRRU Percentage. 95 per cent. The MRRU Percentage shall be confirmed as required in paragraph F, below.

C. Exemption Percentage. Commencing on the Effective Date which shall be Fiscal Year 1:

Fiscal Year 1: 25%

Fiscal Year 2: 20%

Fiscal Year 3: 15%

Fiscal Year 4: 10%

Fiscal Year 5: 5%

D. The Increment. As defined at 760 CMR 66.06(1)(b)(1).

E. Calculation. For each Fiscal Year during the term of this Agreement, the HD TIE shall be determined by applying the Exemption Percentage to the property tax on the Increment.

F. Confirmation or Amendment of Calculation. Upon Completion, and prior to applying for Final Certification of the Project, the Sponsor and Municipality shall file a “Tax Increment Exemption – Confirmation of Calculation” in the form attached as Exhibit 4 (“TIE Confirmation”). To the extent that the dates or figures in the TIE Confirmation differ from those set forth in this Agreement, the contents of the TIE Confirmation shall control and shall be deemed to have amended this Agreement.

Section 5 - Default

A. Event of Default. An “Event of Default” shall arise under this Agreement upon the occurrence of any one or more of the following events:

1. Breach of Covenant Prior to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(4)(b), Sponsor defaults in the observance or performance of any material covenant, condition or agreement to be observed or performed by Sponsor pursuant to the terms of this Agreement, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

2. Breach of Covenant Subsequent to Final Certification. Subject to the limitations set forth in the Regulations at section 66.05(5), and as determined by DHCD, Sponsor's conduct is materially at variance with the representations made in its Rehabilitation Plans; such variance is found to frustrate the public purposes that Final Certification was intended to advance, and the continuance of such default for thirty (30) days after written notice thereof from the Municipality; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then Sponsor shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Sponsor shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Sponsor thereafter to completion.

3. Misrepresentation. Any representation made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

B. Rights on Default.

1. Prior to Final Certification. Upon the occurrence of an Event of Default prior to Final Certification, then this Agreement shall become null and void.

2. Subsequent to Final Certification. Upon the occurrence of an Event of Default prior to Final Certification, then:

a. Revocation of Certification. Pursuant to the terms of the Act, the Municipality, may, at its sole discretion, request that DHCD revoke the Final Certification of the Project, such revocation to take effect on the first day of the fiscal year in which DHCD determines that a material variance commenced.

b. Termination of Agreement. Upon revocation of certification, this Agreement shall become null and void as of the effective date of such revocation.

c. Recoupment of Economic Benefit. Upon revocation of certification, the Municipality may bring a cause of action against Sponsor for the value of any economic benefit received by Sponsor prior to or subsequent to such revocation.

3. Other Remedies. The Municipality's rights upon the occurrence of an Event of Default are in addition to those granted to DHCD and the Massachusetts Commissioner of Revenue under the terms of the Act.

Section 6 - Miscellaneous

A. Effective Date. The effective date of the HD TIE shall be July 1st of the first Fiscal Year following DHCD's Final Certification of the HD Project pursuant to the requirements of the Act and the Regulations, which date is anticipated to be January of 2019. The Effective Date shall be confirmed as required in Section 4, Paragraph F.

B. Term of Agreement. This Agreement shall expire upon the Municipality's acceptance of the annual report, as required below, for the final Fiscal Year for which the Municipality is granting the TIE.

C. Reporting. Sponsor shall submit reports to the Municipality not later than thirty (30) days after June 30 of each Fiscal Year for the term of this Agreement. Each report shall contain the following information:

- 1) Until Completion, the status of construction in relation to the schedule contained in the Rehabilitation Plan;
- 2) Until Completion, the status of marketing in relation to the Rehabilitation Plans; and
- 3) For each MRRU, the number of bedrooms in the unit, whether it was leased as of the end of the most recent fiscal year and the monthly rent charged.

D. Assignment. The Sponsor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Municipality, which approval shall not be unreasonably withheld. The foregoing notwithstanding, the rights and obligations of this Agreement shall inure to the benefit of any entity succeeding to the interests of the Sponsor by merger.

E. Notices. Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, as follows, and shall be conclusively deemed to have been received and be effective on the day on which

personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier.

1. Municipality: Economic Development and Planning, City Hall, Room 201, 4 Summer Street, Haverhill, MA 01830

2. Sponsor: 87 Washington LLC c/o Traggorth Companies LLC, 50 Summer Street, Boston, MA 02110

3. Copy to DHCD: All such notices shall be copied to DHCD at:

Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
ATTN: Associate Director, Housing Development

4. Change of Address. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

F. Modifications. No modification or waiver of any provision of this Agreement, nor consent to any departure by the Sponsor therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Municipality in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be duly executed in its name and behalf and its seal affixed by its duly authorized representative, and the Municipality has caused this Agreement to be executed in its name and behalf and its seal duly affixed by its TITLE OF CHIEF EXECUTIVE OFFICER AND LEGISLATIVE BODY as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

[MUNICIPALITY]

[SPONSOR]

BY: [CHIEF EXECUTIVE OFFICER]

By: Dave Traggorth, Agent

BY:

EXHIBIT 1

MAP OF PROPERTY

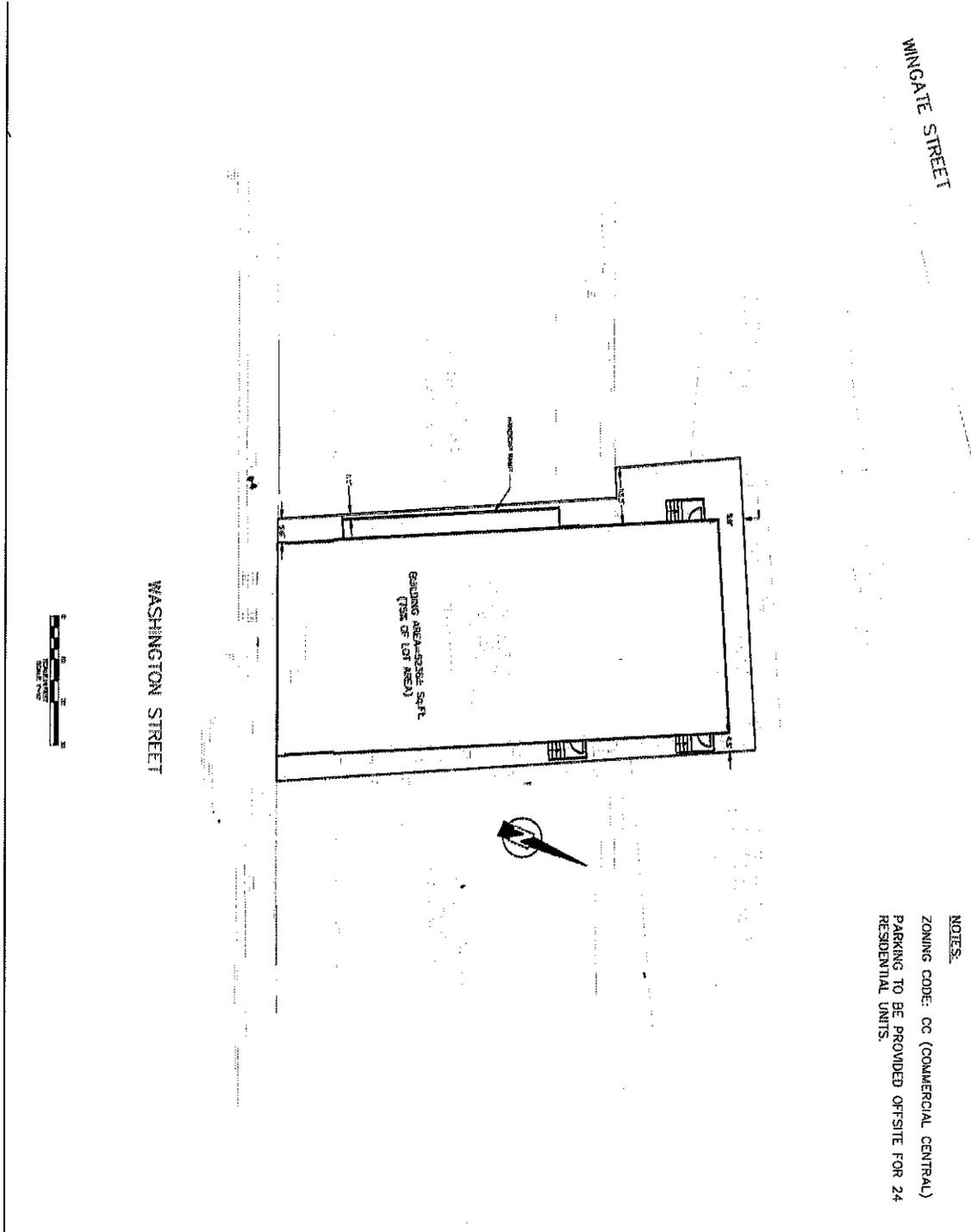


EXHIBIT 2

DESCRIPTION OF PROPERTY

A 6,988 square foot site at 81-87 Washington Street in Haverhill improved by an approximately 21,000 square foot, four-story, brick building.

EXHIBIT 3

MARKET RATE RESIDENTIAL UNITS – PRICING PLAN

HDIP AMI: \$60,611, as may be amended from time to time consistent with changes in the Pricing Area.

Pricing Area: City of Haverhill (US Census ACS 2007-2011)

Proposed Initial Monthly Rent: \$1,300 for a one-bedroom through \$1,500 for a two bedroom per month

EXHIBIT 4

TAX INCREMENT EXEMPTION – CONFIRMATION OF CALCULATION

In connection with the Tax Increment Exemption Agreement dated _____, 201_ by and between the City of Haverhill, and 87 Washington LLC, a Massachusetts limited liability company with an address at 50 Summer Street, Boston, MA 02110 with respect to the property at 81-87 Washington Street (the “Agreement”), the parties hereby confirm the following elements of the Agreement. Unless otherwise stated, capitalized terms have the meaning set forth in the Agreement.

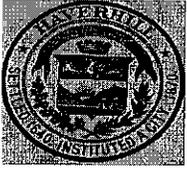
1. The effective date of the Agreement is:
2. The MRRU is:
3. The assessed value of the of the residential portion of the Property upon Completion is:

To the extent that the dates or figures in this “Tax Increment Exemption – Confirmation of Calculation” differ from those set forth in the Agreement, the contents of this document shall control and shall be deemed to have amended the Agreement.

[MUNICIPALITY]

[SPONSOR]

Dated:



Document
CITY OF HAVERHILL

In Municipal Council

15.1

Ordered:

That the sum of \$376,888 be appropriated from the Health Insurance Trust Fund and transferred to the FY17 Health Insurance Budget.

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

November 22, 2016

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

RE: Order for \$376,888.00 to be appropriated to the Health Insurance Budget

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

Attached please find an order from our City Auditor, Chuck Benevento, in the amount of \$376,888.00 to be appropriated from the Health Insurance Trust Fund and transferred to the FY2017 Health Insurance Budget. Mr. Benevento will be present at the November 29, 2016 Haverhill City Council meeting to answer any questions you may have.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



Document

CITY OF HAVERHILL

In Municipal Council

15.2

Ordered:

That the sum of \$778,162.06 be appropriated from the Health Insurance Trust Fund and transferred to the Stabilization.



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

November 22, 2016

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

RE: Order for \$778,162.06 to be appropriated to the Stabilization Fund

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

Attached please find an order from our City Auditor, Chuck Benevento, in the amount of \$778,162.06 to be appropriated from the Health Insurance Trust Fund and transferred to the Stabilization Fund. Mr. Benevento will be present at the November 29, 2016 Haverhill City Council meeting to answer any questions you may have.

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/lyf



DOCUMENT

15.3

CITY OF HAVERHILL

In Municipal Council

ORDERED:

THAT THE FOLLOWING HOME RULE PETITION BE ADOPTED BY THE CITY COUNCIL AND FORWARDED TO THE GENERAL COURT

HOME RULE PETITION

AN ACT authorizing the city of Haverhill to assess fines for failure to relocate or remove utility poles and wires

Be it enacted in the Senate and house of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. For purposes of this act, a "utility company" shall mean a company, department or other entity that distributes and/or supplies electricity, telephone, telegraph, gas, communication, cable television services, and/or other utilities, and shall include the owner of utility wires, cables, attachments, and poles used for such purposes.

SECTION 2. Notwithstanding the provisions of M.G.L. c. 166, § 22, M.G.L. c. 164, § 34B, M.G.L. c. 166, § 22A, or any other general or special law to the contrary, the city of Haverhill shall have the authority to assess fines to any utility company which fails to relocate utility wires, cables and attachments which it is responsible or otherwise required or authorized to relocate to an adjacent or nearby pole within twenty-one (21) days of the date on which said relocation is practical as defined in this act, in an amount not to exceed the sum of two hundred fifty dollars (\$250.00) per location per day after the twenty-first (21st) day, and one thousand dollars (\$1,000.00) per location per day after the sixtieth (60th) day.

SECTION 3. For purposes of this act, the relocation of a utility wire, cable or attachment is practical in circumstances in which the wire, cable or attachment is the highest mounted wire, cable or attachment on a pole, a replacement pole or conduit has been installed at a nearby location, no lighting or other fixture impedes the relocation, and any permits, grants of location or other approvals necessary for such relocation have been provided.

SECTION 4. Notwithstanding the provisions of M.G.L. c. 164, §34B, or any other general or special law to the contrary, the city of Haverhill shall have the authority to assess fines to any utility company which fails to remove a utility pole which it is responsible or otherwise

required or authorized to remove as part of a relocation within ninety (90) days of the date on which said relocation is practical as defined in this act, in an amount not to exceed the sum of two hundred fifty dollars (\$250.00) per location per day after the ninetieth (90th) day, and one thousand dollars (\$1,000.00) per location per day after the one hundred and twentieth (120th) day.

SECTION 5. For purposes of this act, removal of a utility pole is practical in circumstances in which all wires, cables and attachments have been removed from the pole and/or relocated to one (1) or more adjacent utility poles or locations, and any permits, grants of location or other approvals necessary for such relocation have been provided.

SECTION 6. Notwithstanding the provisions of M.G.L. c. 164, § 34B, or any other general or special law to the contrary, the city of Haverhill shall have the authority to assess fines to any utility company which fails to initiate the installation of a new utility pole which it is responsible or otherwise required or authorized to install within ninety (90) days of the date on which said installation is requested or ordered by the town as defined in this act, in an amount not to exceed the sum of two hundred fifty dollars (\$250.00) per location per day after the ninetieth (90th) day, and one thousand dollars (\$1,000.00) per location per day after the one hundred and twentieth (120th) day.

SECTION 7. For purposes of this act, installation of a new utility pole is practical in circumstances where the company responsible for installing a pole has been formally requested or ordered to do so by the city of Haverhill or its authorized representative for reasons of compliance with the Americans With Disabilities Act, the Massachusetts Architectural Access Board, other applicable state or federal law or regulation, the requirements of a roadway project, or compliance with city of Haverhill policy, and for which any permits, grants of location or other approvals necessary for such installation have been provided.

SECTION 8. Notwithstanding the provisions of M.G.L. c. 166, § 22, M.G.L. c. 164, § 34B, or any other general or special law to the contrary, the city of Haverhill shall have the authority to assess fines to any utility company which fails to remove or fully secure a utility wire, cable or attachment under its ownership or authority that has been disconnected from a customer location and which remains attached to a utility pole or an adjoining fixture within twenty one (21) days of the date on service has been discontinued, in an amount not to exceed the sum of two hundred fifty dollars (\$250) per location per day after the twenty-first (21st) day, and one thousand dollars (\$1,000) per location per day after the sixtieth (60th) day.

SECTION 9. For purposes of this act, removal or securing of a utility wire, cable or attachment is practical in circumstances in which the service has been discontinued from a customer location, and the wire, cable or attachment has been disconnected from the

customer location, and remains attached to, but is not fully secured to a utility pole or fixtures attached thereto.

SECTION 10. No utility company may restrict access by the City of Haverhill to information about utility poles and wires that are the subject of this act and which are documented on any system to which two or more utility companies are a party.

SECTION 11. Notwithstanding the provisions of M.G.L. c. 166, § 22, M.G.L. c. 164, § 34B, or any other general or special law to the contrary, the city of Haverhill shall have the authority to assess fines to any utility company which is a participant in any system providing information about the location of utility poles and wires that are the subject of this act, to which system two or more utility companies are a party, and which fails to provide notifications through such system about any attachments or detachments of utility wires, or setting or removal of utility poles that will cause a violation of any provision of this act within seven (7) days of such action, in an amount not to exceed the sum of two hundred fifty dollars (\$250) per location per day after the seventh (7th) day, and one thousand dollars (\$1,000) per location per day after the twenty first (21st) day.

SECTION 12. A utility company may request an exemption from provisions of this act, which may be granted only following a duly posted public meeting of the Haverhill City Council, who shall have sole authority to grant such exemption.

SECTION 13. Fines that are collected in accordance with this act shall be issued by the Mayor or his/her designee, and shall be deposited in the city of Haverhill general fund, or in a fund lawfully established for the improvement of public ways. The issuance of a fine shall not preclude the city of Haverhill from seeking or obtaining any or all other legal and equitable remedies to prevent or remove a violation of this act. The fines set forth herein may be annually revised by the Mayor and City Council.

SECTION 14. This act shall take effect upon its passage.

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

November 23, 2016

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

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

RE: Home Rule Petition - Assessment of Fines - Double Poles

As requested by the Administration and Finance Committee, I have prepared a Home Rule Petition which would authorize the City to fine utility companies which fail to eliminate double poles.

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

WDCjr/md

Encl.

cc: James J. Fiorentini, Mayor

File 10 days
16.1



DOCUMENT
CITY OF HAVERHILL

In Municipal Council

~~XXXXXX~~

MUNICIPAL ORDINANCE

CHAPTER 240

**An Ordinance Relating to Parking
(49 Bellevue Ave—Delete Handicap Parking)**

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

LOCATION	REGULATION	HOURS/DAYS
<u>49 Bellevue Ave</u>		
In front of 49 Bellevue Ave except for 1-24 hour handicap parking space at No. 49	No Parking	24 Hours

APPROVED as to legality:

City Solicitor
William D. Cox, Jr.



Haverhill

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

November 16, 2016

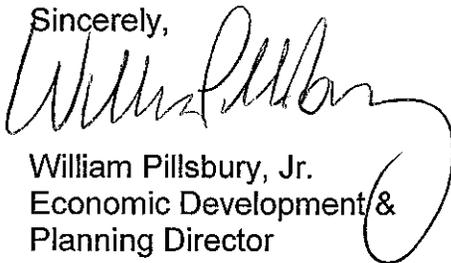
John A. Michitson, Council President
& City Councilors
City Hall—Room 204
City of Haverhill

RE: 49 Bellevue Avenue—DELETE—Handicap Parking Space

Dear Council President Michitson & Councilors:

As per your request dated 11-16-2016, and as requested by Councilor Michael McGonagle in the attached communication dated 11/16/16, I am submitting the Municipal Ordinance that will delete the handicap parking space at number 49 Bellevue Avenue.

Sincerely,



William Pillsbury, Jr.
Economic Development &
Planning Director

WP/lw

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
MICHAEL S. MCGONAGLE
JOSEPH J. BEVILACQUA
COLIN F. LEPAGE
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THOMAS J. SULLIVAN



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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

November 16, 2016

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

RE: **Delete Handicap Ordinance – 49 Bellevue Avenue**

Dear Mr. Pillsbury:

At the City Council meeting held on November 15, 2016 the following item was placed on the agenda by Councillor McGonagle:

Doc. # 108-K – Request for removal of a handicap parking space at 49 Bellevue Avenue.

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

Sincerely,

John A. Michitson, President
Haverhill City Council

JAM/bsa

encl.

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

Name of Street Location	Regulation	Hours/Days
In front of 7 Bedford Street, except for 1 24-hour handicapped parking space at 7 Bedford Street	No parking	24 hours
Bellevue Avenue [Added 2-15-1983 by Doc. 26-B]		
Across the street from 16 Bellevue Avenue, except for 1 24-hour handicapped parking space across from 16 Bellevue Avenue [Added 12-10-2002 by Doc. 137-S]	No parking	24 hours
In front of No. 30, except for 1 24-hour handicapped parking space at No. 30 [Added 10-9-1990 by Doc. 34-O]	No parking	24 hours
In front of No. 32, except for 1 24-hour handicapped parking space at No. 32 [Added 10-9-1990 by Doc. 34-O]	No parking	24 hours
In front of No. 36, except for 1 24-hour handicapped parking space at No. 36 [Added 7-14-2015 by Doc. 52-G]	No parking	24 hours
* In front of No. 49, except for 1 24-hour handicapped parking space at No. 49 [Added 6-2-2015 by Doc. 52E]	No parking	24 hours
In front of No. 56, except for 1 24-hour handicapped parking space at No. 56, west side [Added 11-29-1988 by Doc. 22-P]	No parking	24 hours
In front of 57 Bellevue Avenue, except for 1 24-hour handicapped parking space at No. 57 [Added 10-8-2002 by Doc. 29-V]	No parking	24 hours
In front of 93 Bellevue Avenue, except for 1 24-hour handicapped parking space at No. 93 [Added 12-15-2009 by Doc. 16-I]	No parking	24 hours
94 Bellevue Avenue [Repealed 1-31-1989 by Doc. 9-D]		
In front of 103 Bellevue Avenue, except for 1 24-hour handicapped parking space at No. 103 [Added 2-25-2014 by Doc. 12-E]	No parking	24 hours
Belmont Avenue [Added 12-3-1985 by Doc. 29-K]		
Entire length of Crowell School property	No parking	7:30 a.m. to 3:30 p.m., school days
Bennington Street [Added 9-10-1996 by Doc. 18-N]		



DOCUMENT

16.2

File 10 days

CITY OF HAVERHILL

In Municipal Council

ORDERED:

MUNICIPAL ORDINANCE

CHAPTER 120

AN ORDINANCE RELATING TO BUILDING CONSTRUCTION

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 120, as amended, be and is hereby further amended as follows:

§120-11 Fees.

by deleting "(g) There shall be no permit fee for work being done for the City." from subsection B. Electrical Fees, and,

by adding the following at the beginning of §120-11: "When the City of Haverhill is the property owner or lessee, there shall be no permit fee for work being performed for the City."

APPROVED AS TO LEGALITY


City Solicitor

**CITY OF HAVERHILL
MASSACHUSETTS
CITY SOLICITOR'S OFFICE**

145 South Main Street
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(978) 373-2360
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EMAIL: billcoxlaw@aol.com

**WILLIAM D. COX, JR.
CITY SOLICITOR**

November 23, 2016

TO: John Michitson, President and Members of the Haverhill City Council
FROM: William D. Cox, Jr., Esq., City Solicitor 
RE: Ordinance - Waiver of Fees

As requested by the Administration and Finance Committee, I have prepared an ordinance which provides that building construction fees for real property owned or leased by the City are waived.

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

WDCjr/md

Encl.

cc: James J. Fiorentini, Mayor

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
VICE PRESIDENT
ANDRES X. VARGAS
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JOSEPH J. BEVILACQUA
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1911

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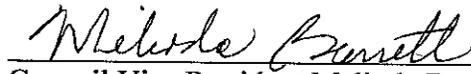
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

November 18, 2016

TO: Members of the City Council:

President Michitson and Councillor Barrett request to discuss the pending occupancy by the Essex County Sheriff's Department Pre-release Program on 5th Avenue.


Council President John A. Michitson


Council Vice President Melinda Barrett

19.2

CITY COUNCIL

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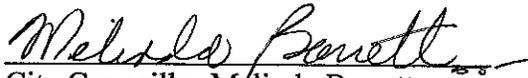
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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

November 18, 2016

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

Councillor Melinda Barrett requests to introduce Jack Welch to speak about the Rail Trail art placement.


City Councillor Melinda Barrett

19.3

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

November 18, 2016

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

Councillors Bevilacqua and LePage would like to request a discussion regarding appropriate safe regulation of marijuana shop access and locations.


City Councillor Joseph Bevilacqua


City Councillor Colin LePage

CITY COUNCIL

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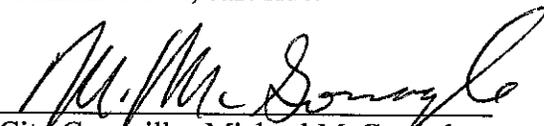
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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

November 18, 2016

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

Councillor Michael McGonagle requests a discussion about the No Parking ordinance on Franklin Street, east side.


City Councillor Michael McGonagle

Name of Street Location	Regulation	Hours/Days
In front of 19 Fourth Avenue, except for 1 24-hour handicap parking space at No. 19 [Added 5-17-2011 by Doc. 7-N]	No parking	24 hours
In front of No. 44, south side	No parking	—
In front of No. 46 (except 1 24-hour handicapped parking space at No. 46) [Added 10-30-1990 by Doc. 34-Q]	No parking	24 hours
From its intersection with Main Street westerly for 50 feet, south side [Added 4-22-1997 by Doc. 52-D]	No parking	—
From its intersection with Main Street westerly for 100 feet, north side [Added 4-22-1997 by Doc. 52-D]	No parking	—
67 Fourth Avenue [Added 7-28-1998 by Doc. 23-F; repealed 8-10-2010 by Doc. 16-Q]		
Franklin Street		
From Winter Street to Charles Street, both sides	No parking	—
Franklin Street on east side from Charles Street to 5th Avenue [Added 8-22-2006 by Doc. 29-S]	No parking	24 hours
50 Franklin Street [Added 12-9-2003 by Doc. 15-T; repealed 2-11-2014 by Doc. 12-C]		
59 Franklin Street [Added 4-29-2003 by Doc. 15-E; repealed 12-7-2004 by Doc. 12-S]		
60 Franklin Street [Added 12-17-2013 by Doc. 32-I]	No parking	24 hours
60 Franklin Street [Added 6-24-2008 by Doc. 20-F; repealed 8-10-2010 by Doc. 16-R]		
60 Franklin Street [Added 4-5-2011 by Doc. 7-E; repealed 8-21-2012 by Doc. 21-H]		
In front of Nos. 254 to 256 [Added 8-25-1987 by Doc. 23-D; amended 7-12-1994 by Doc. 54-G]	No parking	Sat. and Sun. inclusive
In front of No. 256 [Added 4-10-2007 by Doc. 14-I; repealed 8-11-2009 by Doc. 58-D]		

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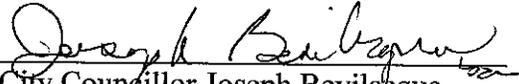
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4 SUMMER STREET
TELEPHONE: 978 374-2328
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citycncl@cityofhaverhill.com

November 18, 2016

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

Councillor Joseph Bevilacqua would like to introduce Ron MacLeod to discuss traffic safety in the City.


City Councillor Joseph Bevilacqua

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

19.6

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4 SUMMER STREET
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www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

November 18, 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.


City Councillor Joseph Bevilacqua

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
MELINDA E. BARRETT
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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

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 Playground	NRPP	2/23/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16 9/6/16
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
82-T	Communication from Councillor Vargas requesting to introduce Keith Boucher of Urban Kindness to discuss “Pop-Up” City Halls	Citizen Outreach	8/23/16
96-B	Communication from Councillor LePage requesting discussion regarding local regulations of building permit fees	A & F	9/6/16
108-I	Communication from Councillors Macek and Bevilacqua requesting discussion relative to residential placement of temporary storage structures and containers	Planning & Development	11/15/16
	Councillor LePage - Chapter 36-7 – Waiver of Fee or Charge	A & F	11/15/16