



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, May 19, 2015 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 requesting permission to address council regarding City's FY16 Budget
Attachment

4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

4.1 Communication from Police Chief Alan DeNaro- Street closing, Winchester and Revere Streets
Related communication from School Superintendent James Scully Attachments

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

5.1 Document 59-B Petition from National Grid to construct underground electric conduit in vicinity of
54 Merrimack st to service new apartment, plan 17856185

5.1.1 Document 59-B, Order – Grant conduit location to National Grid in vicinity of 54
Merrimack st

Attachments

6. APPOINTMENTS

Confirming Appointments

NO SCHEDULE

Non-confirming Appointment

NO SCHEDULE

Resignations:

NO SCHEDULE

7. PETITIONS:

NO SCHEDULE

8. APPLICATIONS:

NO SCHEDULE

9. ONE DAY LIQUOR LICENSES

NO SCHEDULE

10. APPLICATIONS FOR PERMIT

NO SCHEDULE

11. TAG DAYS

NO SCHEDULE

12. ANNUAL LICENSE RENEWALS

NO SCHEDULE

13. HAWKER/PEDDLER:

NO SCHEDULE

13. DRAINLAYER 2015 LICENSE



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, May 19, 2015 at 7:00 PM
City Council Chambers, Room 202

NO SCHEDULE

14. HEARINGS AND RELATED ORDERS

14.1 Document 48, Petition from Attorney Joseph P Sullivan for applicant Water Street Waterfront LLC, Frank Franzone, requesting Special Permit to build a 59 unit multifamily dwelling on 85 Water st, Assessors Map 200, Block 4, Lot 3

Conditional approvals received from Fire Department and Conservation Department

Communication has been received from Atty Sullivan requesting postponement of hearing to June 30, 2015

Attachments

15. MOTIONS AND ORDERS

15.1 Order to declare surplus property located at 14 Forest St

Attachment

15.2 Order authorizing Mayor to enter into agreement with SunEdison to construct solar array on capped portion of city landfill and to purchase Net Metering Credits

Attachment

16 ORDINANCES (FILE 10 DAYS)

16.1 Ordinance re: *Parking*, 30 Lancaster St –Handicap Parking

File 10days

16.2 Ordinance re: *Parking*, 49 Bellevue Ave –Handicap Parking

File 10 days

16.3 Ordinance re: *Peddling and Soliciting* – Ice Cream Vendors

File 10 days

Attachments

17 UNFINISHED BUSINESS OF PRECEDING MEETING

NO SCHEDULE

18 MONTHLY REPORTS

18.1 Monthly report from the Board of Assessors for April 2015

Attachment

19 COMMUNICATIONS FROM COUNCILLORS

19.1 Communication from Councillor Michitson requesting a discussion about the Greater Haverhill Foundation Partnership with the Massachusetts Technology Collaborative Innovation Institute to develop comprehensive economic development plan and execution.

19.2 Communication from Councillor McGonagle requesting the removal of a handicap parking space at 615-617 River St as it is no longer needed

Attachment

19.3 Communication from Councillor McGonagle submitting the recommendations of the Traffic and Safety Committee meeting held on May 14, 2015, reporting on items 1, 2, 3 & 5 which were brought to the Traffic and Safety Committee at the request of the City Council.

Attachment

20 RESOLUTIONS AND PROCLAMATIONS

NO SCHEDULE

21 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

21.1 Councillor Macek submits the minutes of the Natural Resources and Public Property Committee Meeting held on May 13, 2015

Attachment

22 DOCUMENTS REFERRED TO COMMITTEE STUDY

23 ADJOURN

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

May 15, 2015

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

RE: FY16 Budget Discussion

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

I request permission to address the City Council on Tuesday, May 19th, 2015 at 7PM to discuss the City's
FY16 Budget.

Very truly yours,

James J. Fiorentini , Mayor

JJF/ah

4.1



RECEIVED

2015 MAY 14 PM 4:19
HAVERHILL
POLICE DEPARTMENT
CITY CLERKS OFFICE
40 Bailey Blvd.
HAVERHILL, MA
Haverhill, Massachusetts 01830

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

Alan R. DeNaro
Chief of Police

May 14, 2015

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

Re: Street closing Winchester & Revere Streets

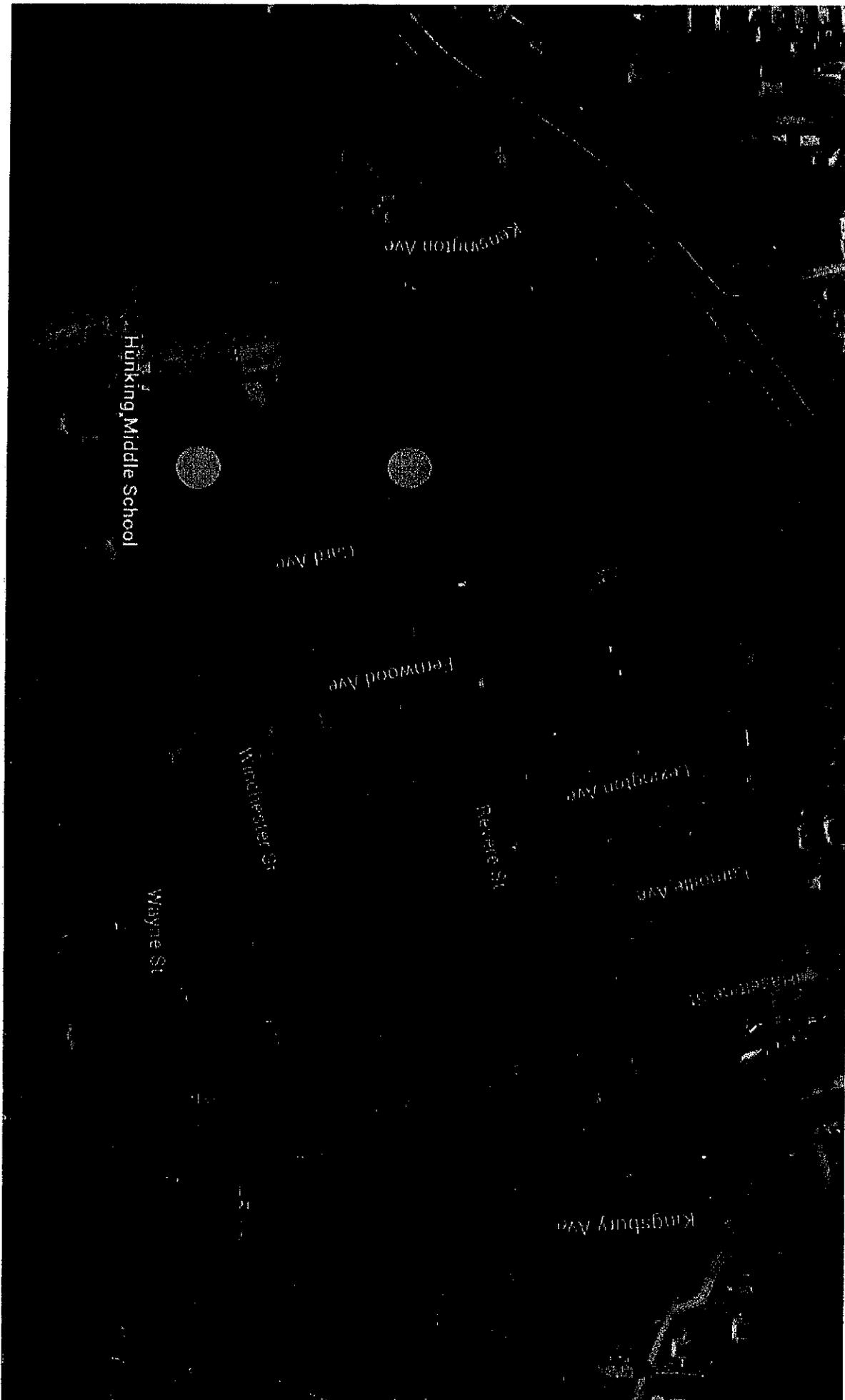
Dear President Michitson & Councillors:

As a result of the Traffic & Safety Committee meeting held on Thursday, May 14, 2015 it has been determined that for safety purposes it is recommended to temporarily close Revere and Winchester Streets prohibiting traffic from entering the Hunking School driveway. The School Department is requesting a temporary closing to commence immediately and run through June 30, 2018, which is the anticipated completion of Hunking School project. The School Dept. has proposed the placing of concrete posts, painted yellow with reflective tape across the roadway with yellow chain attached to prohibit vehicle traffic. The chains will be removed in the mornings from 8:15 to 8:40a.m and again in the afternoon from 2:15 to 2:40p.m. by school dept. employees. This will allow parents and buses unrestricted access to pick up and drop off students during the school year.

It is my recommendation that city Council give serious consideration to approving the School Department request for this closure. It should be noted that the Hunking School driveway that runs adjacent to the fire station and ends at the traffic signal on So. Main Street is not designated as a public way. Should you require any additional information please feel free to contact me.

Sincerely,

Alan R. DeNaro
Chief of Police



Kensington Ave

Hunking Middle School

Fernwood Ave

Fernwood Ave

Wayne St

Wayne St

Kensington Ave

Wayne St

Kingsbury Ave

Kingsbury Ave

Kingsbury Ave

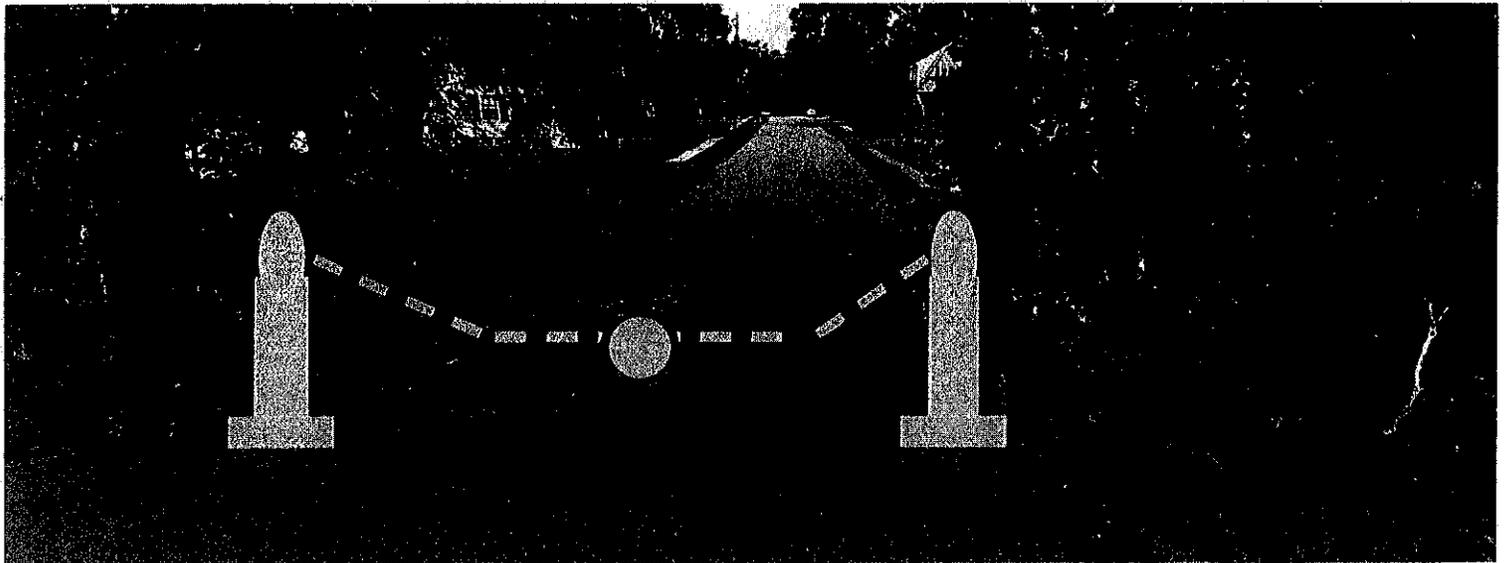
Winchester Street from Hunking Driveway

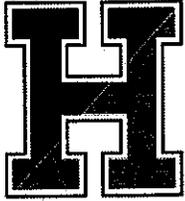


Concrete post - Painted yellow reflective tape
To be set on existing surface.

Painted yellow chain with reflectors to be mounted
using eyehooks and spring loaded clip.

Revere Street from Hunking driveway





Haverhill Public Schools
Office of the Superintendent

May 7, 2015

Mrs. Linda Koutoulas, City Clerk
Four Summer Street, Room 118
Haverhill, MA 01830

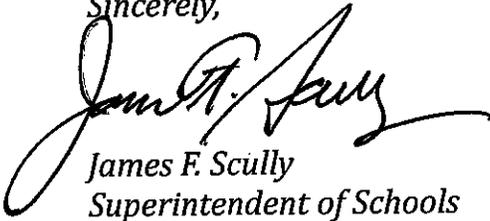
Dear Mrs. Koutoulas:

I respectfully request the following items be placed on the City Council Agenda for immediate consideration:

- **Revere Street** be closed to traffic - egress not onto school property;
- **Winchester Street** be closed to traffic - egress not onto school property; street open only during bus arrivals and departure times i.e., 8:15 am to 8:40 a.m. and 2:15 pm to 2:40 pm

These actions are recommended due to the high rate of speed by residents and non-residents near school property thus creating an extremely unsafe environment for students near the Hunking School.

Sincerely,



James F. Scully
Superintendent of Schools

Hearing May 19 2015

5.1

59

Questions contact – Mike Menedes 978-725-1033

Petition of the NATIONAL GRID
Of NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To The City Council of Haverhill Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Merrimack St-Haverhill Massachusetts

The following are the streets and highways referred to:

17856185 Merrimack St-National Grid to install 6-4 "conduits from MH A10 to the property line of 54 Merrimack St to service the new Apartment Complex.

Location approximately as shown on plan attached

NATIONAL GRID
BY Bab Melcaski
Engineering Department



IN CITY COUNCIL: April 28 2015
VOTED THAT COUNCIL HEARING BE HELD:
MAY 19 2015

Attest:

City Clerk

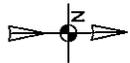
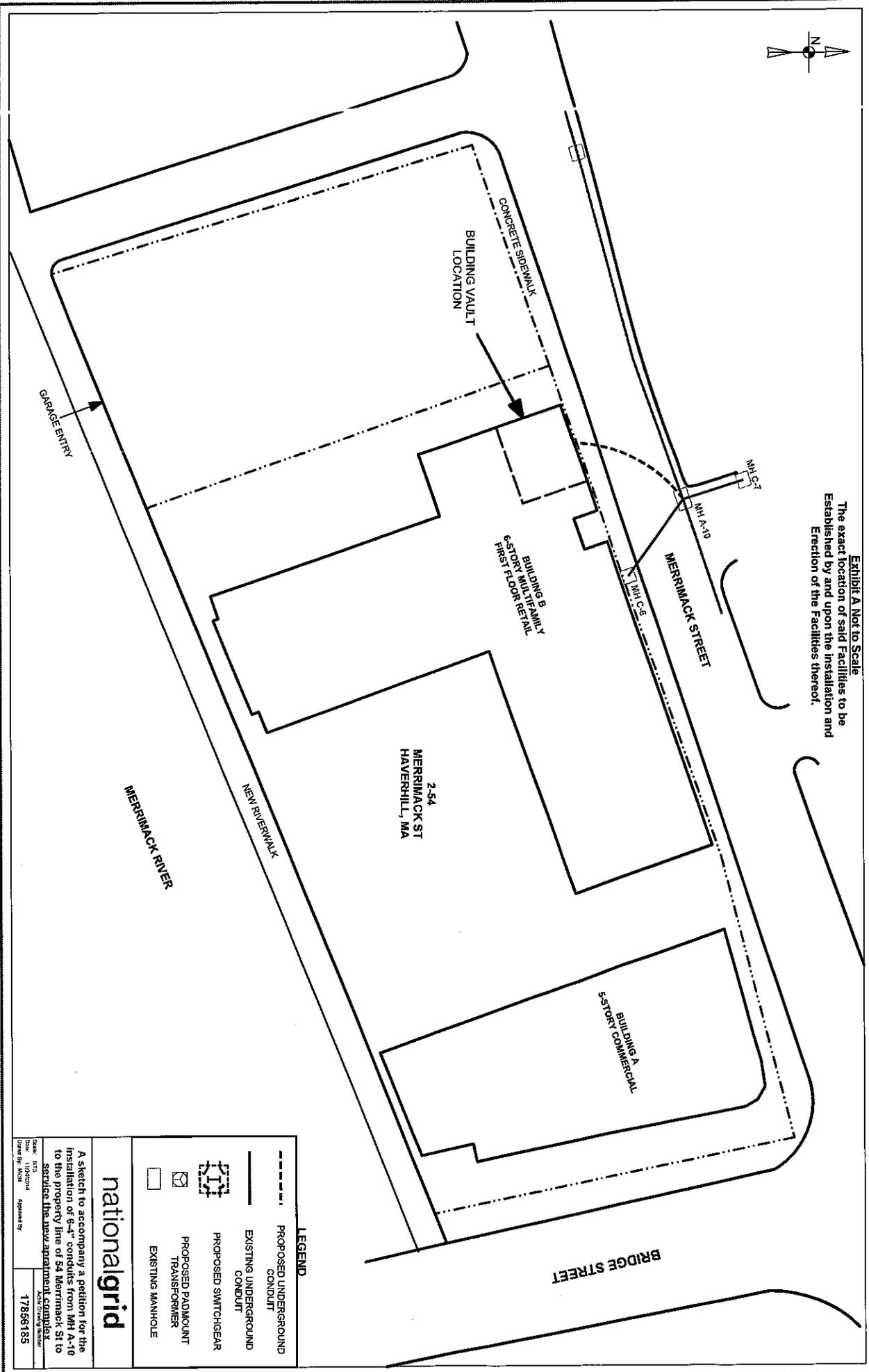


Exhibit A Not to Scale
 The exact location of said Facilities to be
 Established by and upon the Installation and
 Erection of the Facilities thereon.



LEGEND

- PROPOSED UNDERGROUND CONDUIT
- - - EXISTING UNDERGROUND CONDUIT
- PROPOSED PADMOUNT TRANSFORMER
- EXISTING MANHOLE

nationalgrid

A sketch to accompany a petition for the installation of 6-4" conduits from MH A-10 to the property line of 54 Merrimack St to Service Line New Apartment Building.

Drawn By: Mike
 Date: 1/13/14
 Approved By: _____

17856185

59-B

City 5.1.1

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 14th day of April 2015.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked -Merrimack St-Haverhill Massachusetts 17856185

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

17856185 Merrimack St-National Grid to install 6-4 "conduits from MH A10 to the property line of 54 Merrimack St to service the new Apartment Complex.

For Hearing May 19 2015

I hereby certify that the foregoing order was adopted at a meeting of the
.....
....., held on the day of, 20

....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
NATIONAL GRID for permission to construct the underground electric conduits described in the
order herewith recorded, and that I mailed at least seven days before said hearing a written notice
of the time and place of said hearing to each of the owners of real estate (as determined by the last
preceding assessment for taxation) along the ways or parts of ways upon which the Company is
permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

MAY 19 2015

JOSEPH P. SULLIVAN

ATTORNEY AT LAW
 246 HIGH STREET
 NEWBURYPORT, MA 01950
 TEL: 978-499-8900
 FAX: 978-462-9061

14.1

March 30, 2015

Haverhill City Council
 John A. Mitchitson, President
 City Hall
 4 Sumner Street
 Haverhill, MA 01830

Re: Application for Special Permit Approval
 59 Unit Multi-family Building
 85 Water Street, Haverhill, MA
 Water Street Waterfront LLC, Applicant/Owner

Mr. Mitchitson & Councillors:

I have the pleasure of representing Water Street Waterfront LLC in connection with its Application for Special Permit Approval for the redevelopment of the property located at 85 Water Street in Haverhill. Enclosed please find your filing fee of \$295.00 and the following materials in support of this application:

1. Artistic rendering of the proposed multi-family residential structure to house 59 dwelling units;
2. Conceptual site plan showing proposed improvements;
3. Site plan showing proposed expansion and improvements to River Rest Park which abuts to project location to the east;
4. Floor plans, parking plan, elevation plan and unit plans; and
5. Traffic Impact and Access Study prepared by Woodland Design Group.

This letter constitutes the supportive memorandum in connection with the special permit criteria set forth in Section 255-162 of the Haverhill Zoning Ordinance under the Waterfront Zoning District. The site is located within Sub-zone D of the Waterfront Zoning District which has the goal of (i) creating a vibrant and active entrance to the downtown; (ii) creation of view corridors from the street to the Merrimack River and (iii) creation of an active waterfront.

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WATERFRONT ZONING DISTRICT

48

Because this proposal provides improved public access to both the Merrimack River and increases the area of the public park to the east of the site, the applicant seeks a density bonus under Section 255-165 of the Zoning Ordinance.

As shown in the above materials and set forth in this application, the proposed development meets all of these goals and the special permit criteria set forth below.

Section 255-162 of the Zoning Ordinance sets forth the following criteria:

1. Physical access to or along the Merrimack River shall be provided pursuant to G.L. Ch. 40A S9. The ordinance shall be interpreted so as to encourage physical access by the public to the Merrimack River and to discourage developments which prevent or block physical access to the river. Any property that has a property boundary that abuts the Merrimack River shall provide the City with an easement or other legal mechanism at either the water's edge or in close proximity to the Merrimack River depending on the topography of the area. The easement shall include a 25 foot minimum temporary construction easement and a 15 foot minimum access easement within the boundaries of the temporary construction easement. Both easements shall be provided for the entire length of the property line or lines adjacent to the Merrimack River. Neither the temporary construction easement nor the access easement is required to be improved/constructed.

The proposed development will greatly enhance physical public access to and enjoyment of the land along the Merrimack River. The site is directly abutted by Wall Street, a public way running along the Merrimack River which provides public access to the waterfront from Water Street. The applicant proposes to provide a permanent fifteen (15') foot pedestrian access from Water Street to the waterfront across the project site and to also provide easements allowing for the expansion of the park to the east.

2. Visual corridors shall be provided to or along the Merrimack River. The visual corridors are not required to be open to the public and may contain trees or parking lots.

The proposed development will protect view corridors from Water Street and in-fact will allow much better protection of vistas of the Merrimack River than the plan approved in 2003. This has been accomplished by reducing the total number of units to 59 from the 96 units originally approved for this site. Additionally, as stated above, the applicant proposes to provide actual physical access to the waterfront and improve the existing park to the east of the site.

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3. Primary building entrances shall be oriented toward the street, but buildings shall also have entrances facing the Merrimack River, which are subordinate in character and scale to the street entrance. For this purpose, subordinate shall mean that the entrance is smaller in height and width, and has fewer or simpler architectural elements.

The proposed structure will have primary entrances on Water Street. A plaza on the rear first floor level of the structure will have entrances to the waterfront side of the building.

4. All new buildings shall be constructed at the street edge with no front setback in order to complete the streetwall, except in Sub-zones E and G where a front setback is required.

The project site is located within Sub-zone D of the Waterfront Zoning District. The proposed building will be aligned with the frontage of Water Street in conformity with this standard.

5. Dumpsters, utility meters, mechanical units and service/loading areas shall be screened from view of both pedestrian areas and the Merrimack River. Furthermore, they shall not be located in the pedestrian right-of-way.

All dumpsters, utility meters, mechanical units and service/loading areas will be screened from public view in conformity with this standard.

6. Professional or Artist live/work units shall be designed to meet the specific needs of the artist occupants, such as, but not limited to the following: doorways and hallways should be oversize width to accommodate the moving of large objects; floors should be constructed to provide extra weight-bearing capacity; floors do not need to be finished; ceiling heights should allow for the creation of large works and equipment, including machinery and lighting.

The Unit A and Unit B type floor plans include a study which can accommodate the needs of artist occupants and provide sufficient area and weight bearing capacity for artist equipment and artworks.

7. Adequate municipal services shall be provided, including water, sewer, drainage, parks, and open space;

The proposed development will not overburden any municipal services and will tie into existing water, sewer and drainage systems. Additionally, the proposed development will enhance access to the public park to the east of the site as well as to the waterfront by way of the proposed addition to the park and the proposed fifteen (15') easement.

8. Public facilities and services shall be provided that are adequate to support the proposed development, such as schools, fire, emergency services, and police.

The proposed development will not unduly burden public facilities serving the site such as schools, fire, emergency services and police protection.

9. Adequate access points (ingress and egress) and routes to and from the property shall be provided to adjoining streets and ways so as to not cause a negative traffic impact.

Vehicular access to and from the site are provided by way of an entrance only access point on Water Street on the westerly side of the property and by two-way access and egress point on the easterly portion of the property. A detailed traffic analysis prepared by Woodland Design Group and submitted with this application has determined that no significant impact on the nearby roadways and intersections will result from the proposed development.

10. Mitigation shall be provided to create an adequate traffic circulation system in order to insure proper traffic control and to minimize hazards to public health and safety as a result of traffic.

As stated above, a detailed traffic analysis by Woodland Design Group has concluded that there will be no significant impact on nearby roadways and intersections are a result of the proposed development. The applicant incorporates the traffic impact and access study prepared by Woodland Design Group by reference to this application. Based on the materials submitted with this application and the facts set forth above, the applicant respectfully requests this body to approve the development of the applicant's proposed improvements as set forth in the site plans and materials submitted.

The Applicant hereby waives the 65 day hearing right.

Respectfully submitted,



Joseph P. Sullivan, Esq.
Attorney for
Water Street Waterfront LLC,
Applicant/Owner

IN CITY COUNCIL: April 7 2015
VOTED: that COUNCIL HEARING BE HELD
MAY 19 2015
Attest:

City Clerk

JOSEPH P. SULLIVAN

ATTORNEY AT LAW
246 HIGH STREET
NEWBURYPORT, MA 01950
TEL: 978-499-8900
FAX: 978-462-9061

May 15, 2015

Haverhill City Council
John A. Mitchitson, President
City Hall
4 Summer Street
Haverhill, MA 01830

Re: Application for Special Permit Approval
59 Unit Multi-family Building
85 Water Street, Haverhill, MA
Water Street Waterfront LLC, Applicant/Owner

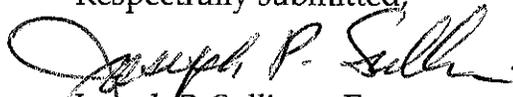
Mr. Mitchitson & Councillors:

As you are aware, this office is counsel to Water Street Waterfront LLC in connection with the above-referenced Application for Special Permit. The applicant hereby requests a brief continuance of the hearing scheduled for May 19, 2015 to June 30, 2015.

The basis of the request for continuance is that the applicant has been working cooperatively with representatives of the City to discuss favorable modifications which will hopefully be in the interests of all interested parties. More time is needed for this design review process to be completed.

The Applicant hereby waives the 65 day hearing right. Thank you in advance for your consideration of this request.

Respectfully submitted,



Joseph P. Sullivan, Esq.

Attorney for
Water Street Waterfront LLC,
Applicant/Owner



Haverhill Fire Department

Fire Prevention / Investigation Unit



James J. Florentini
Mayor

Richard B. Borden
Fire Chief

D/C William F. Laliberty
Lieut. Roger E. Moses
Insp. Steven Trocki

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

May 12, 2015

Linda L. Koutoulas, City Clerk
4 Summer Street, room 118
Haverhill, MA 01830

Re: 85 Water Street/ Waterfront LLC/ 200-4-3/ 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 1:1.03 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 Special Permit application for the address stated above and in the interest of public safety, have the following comments:

- In order to make a complete and accurate review and approval of the proposed project, 780 CMR, MSBC, section 107.1.2, 8th edition, requires construction documents for permits that include work under Chapters 4, 9 and or 34 to be submitted to the fire department.
- This proposal consists of a mixed-use occupancy classification of fifty-nine (59) residential dwelling units, Seventy-one (71) enclosed parking spaces beneath the Residential Group Use and eighteen (18) additional parking spaces at street level between the two (2) residential structures for a total of eighty-nine (89) proposed parking spaces.
- The (5) story residential structures, classified in 780 CMR 310; Residential Group, R-2. R-2 Use Group is defined as residential occupancies containing sleeping units or more than two (2) dwelling units where the occupants are primarily permanent in nature.
- The proposed enclosed parking garage as defined in 780 CMR 311.3; Low hazard storage, Group S-2, shall adhere to all current Massachusetts State Building Code regulations.
- The number of Professional or Artist live/ work units are not specified in the proposal nor do they indicate at what level in the building. Any live/ work units above the first floor should include a freight elevator. Passenger elevators shall not be used for large or oversized objects.
- 780 CMR 901.1.2 Document Submittal Process, require prior to the issuance of a building permit, Tier I construction documents, for the fire protection system, and must be submitted in accordance with section 107.1.2. The construction documents shall contain sufficient information to completely describe each of the fire protection systems for which a permit is to be issued.

Respectfully,

William F. Laliberty
Deputy Fire Chief



Haverhill

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

MEMO TO: Linda L. Koutoulas, City Clerk

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

DATE: May 13, 2015

RE: Special Permit – The Water Street Waterfront, LLC for 85 Water Street
Parcel ID: 200-4-3

The resource areas of concern with this property are Riverfront Area, 100-Year Floodplain, and Buffer Zone. All are associated with the Merrimack River. The Commission will also review the stormwater management design for compliance with the stormwater standards found in the MA Wetlands Protection Act Regulations.

The applicant filed a Notice of Intent with the Conservation Commission in 2013 to pursue approval of a residential condominium project on the property. At the applicant's request, the hearing for that application has been continued since March of 2014 to allow for his pursuit of permitting with other municipal agencies.

The Commission reviewed the forwarded special permit materials at its April 23, 2015, meeting. While the project still requires the pursuit of permitting with the Commission, the Commission did offer the opinion that the new layout is a move in the right direction with regard to floodplain impacts. Specifically, the design reviewed by the Commission in 2014 proposed a parking garage elevation range of 14.75' to 15.8'. The new layout raises the garage elevation to 19'. With the 100-year flood elevation being about 22' in this location, the new design reduces the potential depth of flood waters in the garage from more than 7' to about 3'. In general terms, the Commission views the garage elevation with a "the higher, the better" philosophy; minimizing the potential depth of flood waters in the building minimizes the potential for impacts to public safety and private property.

In addition to the Commission's floodplain comments, above, I note the following:

- The new layout appears to be more compact, requiring less impervious area. This would be an improvement over the 2014 design and the site's previously-developed condition.
- The open space/visual corridor appears more beneficial to the public than that which was provided in the 2014 design and represents an opportunity to reinvent the adjacent municipal park. It is my understanding this element of the project is currently under peer review. I support this review as an opportunity to resolve some concerns with the current proposal. I support the completion of this review process prior to the Council taking action on this application.

C: William Pillsbury, Economic Development and Planning Director (via email)
Attorney Joseph P. Sullivan, 246 High St, Newburyport, MA 01950



Haverhill

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

May 15, 2015

To: City Councillors

From: City Clerk's Office

Re: **Application-** Special Permit to redevelop property located in the *Waterfront Zoning District*; a proposed 59 unit multi-family building

Project Reference - Attorney Joseph P Sullivan, representing *Water Street/Waterfront LLC*; Frank Franzone

Street Location - 85 Water st; in the Waterfront Zoning District; Assessors Map 200, Block 4, Lot 3

***Public Hearing-Tuesday, May 19 2015**

Enclosed please find reports as received from the various Departments with respect to this Special Permit



Haverhill

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

REQUEST FOR COMMENT

TO: BOARD OF HEALTH CHAIRMAN & MEMBERS
BUILDING INSPECTOR - Richard Osborne
CITY ENGINEER - John Pettis
CONSERVATION COMMISSION CHAIRMAN & MEMBERS
HIGHWAY SUPERINTENDENT - Michael Stankovich
PLANNING DIRECTOR - William Pillsbury
WASTEWATER/WATER ENGINEER - Robert Ward
FIRE DEPARTMENT - Richard Borden
POLICE DEPARTMENT- Alan DeNaro
SCHOOL SUPERINTENDENT - James Scully

FROM: **CITY CLERK: Linda L Koutoulas**
DATE: **April 8 2015**

RE: **Application**-Special Permit to redevelop property located in the *Waterfront Zoning District*; a proposed 59 unit multi-family building

Project Reference - Attorney Joseph P Sullivan, representing *Water Street/Waterfront LLC*; Frank Franzone

Street Location -85 Water st; in the Waterfront Zoning District; Assessors Map 200, Block 4, Lot 3

***Please send reports to the City Clerk, Room 118 by Monday, May 11 2015 the latest**

The public hearing of the City Council is scheduled for TUESDAY, May 19 2015

15.1



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

May 15, 2015

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

RE: Property Surplus

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

Attached is an order to declare surplus the property located at 14 Forest Street.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Haverhill City Council declares surplus the property located at 14 Forest Street being Map 537, Block 418, Lot 191A. The Mayor is hereby authorized to execute and deliver the deeds or other documents relating to this order.

15.2



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor is authorized to enter into a "General Terms and Conditions of Solar Power & Services Agreement" for real property located on Groveland Road, Haverhill, commonly known as the Landfill as shown on the Assessors Map 776, Block 788, Lots 21 and 24, containing approximately 22.27 acres +/-, with SunEdison Origination1, LLC, a copy of which is attached hereto and incorporated herein.



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

May 15, 2015

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

RE: PPA between SunEdison and the City

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

Attached, please find an order to proceed with an agreement for the City to construct a solar array on the capped portion of the City's landfill and to purchase Net Metering Credits.

I recommend approval.

Very truly yours,

James J. Fiorentini , Mayor

JJF/ah



Haverhill

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

May 15, 2015

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

Dear Mayor:

Attached is the Power Purchase Agreement (PPA) between SunEdison and the City of Haverhill. The PPA is the main financial component of the response to RFP 009.15 to construct a solar array on the capped portion of the City's Landfill.

The Agreement calls for the City to purchase Net Metering Credits (NMC), currently valued at 18.5 cents per KWH, for .08 cents per KWH, this resulting in a net benefit to the city of 10.5 cents per KWH. The price for the City will increase 1% per year over the 20 year life of the agreement. Given the value of NMC should rise beyond the 1% over that same 20 year period, the City is in a favorable position on this transaction.

The documents have been received by both the City Solicitor and Meister Group, the City's solar energy consultant. The Energy Taskforce has also endorsed the proposal because of the long term savings and positive adaptive re-use it brings to the landfill.

Sincerely,

Orlando Pacheco
Purchasing Director/Energy Manager

May 19, 2015

**GENERAL TERMS AND CONDITIONS OF
SOLAR POWER & SERVICES AGREEMENT**

These General Terms and Conditions ("General Conditions") are dated as of 19th day of May, 2015 and are witnessed and acknowledged by SunEdison Origination1, LLC ("SunEdison" or "Provider") and City of Haverhill, Massachusetts ("Purchaser"), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into Solar Power & Services Agreements that may be entered into between SunEdison and Purchaser or between their respective affiliates. Except to the extent SunEdison or Purchaser becomes a party to a Solar Power & Services Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon SunEdison 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 Solar Power & Services 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" has the meaning set forth in Section 15.1.

"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.

"Early Termination Fee" means the fee set forth in Schedule 8 of the Special Conditions and payable by Purchaser to Provider under the circumstances described in Section 11.2

"Effective Date" has the meaning set forth in the Special Conditions.

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

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

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

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

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

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

"General Conditions" means these Terms and Conditions.

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

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

"Host Customer" means Purchaser and shall have the meaning given this term in the Net Metering Rules.

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

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

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

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

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

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

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

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

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

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

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

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

“Party” or “Parties” has the meaning set forth in the preamble to the Solar Power & Services 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.

"Solar Power & Services Agreement" means the Solar Power & Services 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 Solar Power and Services 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.

"Tracking Trigger" has the meaning set forth in Schedule 2 of the Special Conditions.

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

2. TERM AND TERMINATION.

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

2.2 Early Termination. Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the System by the "Construction Start Date" as specified in the Special Conditions. Commencing Construction shall mean the substantial deployment of materials and machinery on the Premises to install the System. Further, Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Anticipated Commercial Operation Date. The Construction Start Date and Anticipated Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding

Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

2.3 [Intentionally Omitted]

2.4 [Intentionally Omitted]

2.5 [Intentionally Omitted]

2.6 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) [Intentionally Omitted]

(b) 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.

(c) [Intentionally Omitted]

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

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

(f) 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.

(g) 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;

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

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

2.7 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 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.

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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. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use and to help ensure that Environmental Attributes will be certified by Green-e® or a similar organization, Purchaser, shall submit to SunEdison for approval any press releases regarding Purchaser's use of solar or renewable energy from the System and shall not submit for publication any such releases without the prior written approval

of Provider. Without limiting Provider's other rights hereunder, in the event that Purchaser breaches its obligations under this Section 5.3 and, as a result thereof, the value of the Environmental Attributes generated by the System is reduced, Purchaser shall pay to Provider the value of such reduction.

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

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

6. PRICE AND PAYMENT.

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

6.2 Invoice. Purchaser shall provide Provider with a copy of each monthly bill from the Local Electric Utility in Purchaser's capacity as Host Customer of the System within five (5) business days of receipt. Following Provider's receipt of such monthly bill, Provider shall invoice Purchaser (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

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

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

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

6.6 Tracking Accounts.

(a) If, for any invoice period, the Net Metering Credit value (on a per kWh basis -- as may, if applicable, be determined pursuant to Section 6.7) drops below the Tracking Trigger, then with respect to the period to which such invoice relates, Purchaser shall accrue a billing credit equal to the (x) Net Metered Production for the relevant month, multiplied by (y) the Allocated Percentage, multiplied by (z) the positive difference between the Tracking Trigger and the Net Metering Credit value (such credit, the "Purchaser Credit"). Within sixty (60) days after the end of each calendar year (and from time to time as Purchaser may reasonably request), Provider shall provide a calculation of the net aggregate Purchaser Credit or Provider Credit (as the case may be).

(b) If, at the end of the Term (and after application of any offset in the manner described in clause (c) below), there shall be a remaining Purchaser Credit, the Term of the Agreement shall be extended for successive periods of one month, until such time as there is no longer a Purchaser Credit. During any such extension of the Term, (i) the Kwh Rate shall be 100% of the value of the Net Metering Credit (on a per kWh basis), and (ii) the Purchaser Credit shall be applied to satisfy 80% of the invoice amount, with the remaining to be paid by Purchaser. In no event shall the Term be extended for more than an additional 24 months pursuant this clause.

(c) If, for any invoice period, the Net Metering Credit value (on a per kWh basis) is greater than the Tracking Trigger, than with respect to the period to which such invoice relates, Provider shall accrue a credit equal to the Actual Monthly Production for the relevant month, multiplied by the positive difference between the Tracking Trigger and the Net Metering Credit value (such credit, the "Provider Credit"). Any Provider Credit may be applied by Provider only to reduce any aggregate Purchaser Credit that may have accrued. Any unused Provider Credit shall be rolled forward and be available to reduce any future Purchaser Credit during the Term.

6.7 Wholesale Sale Option. In the event that the aggregate Purchaser Credit increases for six successive months, then at the written request by Purchaser, Provider shall promptly take all steps reasonably necessary to sell electricity generated by the System into the wholesale power market. Purchaser shall cooperate as reasonably necessary to accomplish Provider's sale of electricity into the wholesale market. No later than ninety (90) days after such written request, Provider shall commence the sale of such electricity into the wholesale market, and Provider shall pass along such net proceeds to Purchaser. During such period where Provider is selling power into the wholesale market pursuant to this Section 6.7, the proceeds received by Purchaser, divided by the number of kWh sold during the relevant period shall be considered the Net Metering Credit value for the purposes of Section 6.6 of this Agreement. Notwithstanding the foregoing in this Section 6.7, Provider shall not be required to sell electricity generated by the System into the wholesale market during periods where Provider reasonably determines that clearing price for the wholesale sales would be less than the Net Metering Credits that would be generated absent such sales into the wholesale market. For the avoidance of doubt, nothing in Section 6.6 or Section 6.7 shall modify Purchaser's obligations pursuant to Section 6.1.

6.8 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 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

(f) Performance Guarantee. If, as indicated in the Special Conditions, Purchaser owns or controls the Premises, then beginning on the Commercial Operation Date for the System, the System shall produce not less than ninety percent (90%) of the applicable Estimated Annual Production specified in the Special Conditions as of the Effective Date during the Initial Term, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (a) failure, damage or downtime attributable to third parties or Purchaser, (b) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the control of Provider, (c) a Force Majeure Event, or (d) acts or omissions of Purchaser of any of its obligations hereunder. Subject to the terms and conditions of this Agreement, if as of any anniversary of the Commercial Operation Date, the actual output of such System (the "Actual System Output") does not equal or exceed ninety percent (90%) of the Estimated Annual Production for such period, in its next invoice Provider shall credit Purchaser an amount equal to the product of (i) Allocated Percentage, multiplied by (ii) the positive difference, if any, of the average applicable tariff rate per kWh that Purchaser would have paid for full requirements electric service from its Local Electric Utility during such period minus the applicable kWh Rate specified in the Special Conditions, multiplied by (iii) the difference between the Actual System Output and ninety percent (90%) of the Estimated Annual Production for such period; provided, however, such liquidated damages, shall not exceed the product of 200% of the then-applicable kWh Rate multiplied by twenty percent (20%) of the Estimated Annual Production multiplied by the Allocated Percentage.

(g) Access to Premises. Grant of License. Purchaser hereby grants to Provider a license to use the Premises pursuant to the terms and conditions set forth in Exhibit B hereto, In the event that this Agreement is terminated prior to the end of the originally scheduled Term for reasons other than a Provider Default, Provider's access right pursuant to this Section 7.1(g) shall survive until the expiration of the originally scheduled Term provided that Provider operates and maintains the System in a reasonable and prudent manner and provided further that so long as Provider pays (or offsets against any other amounts due by Purchaser) fair market value rent for such continued access rights.

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

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

(b) Host Customer. Purchaser shall execute documents to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the Host Customer of each Local Electric Utility meter related to the System for purposes of the Net Metering Rules.

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

(d) Allocation Schedule. If Schedule 1 of the Special Condition indicates that Purchaser is to be the Host Customer with respect to the Premises, then Purchaser shall, at the request of Provider from time to time (but no more often than twice per year), execute such "Schedule Z" as Provider may request, pursuant to which the Net Metered Production shall be allocated to Purchaser in the Allocated Percentage, and to such other customers of Provider, in such percentages as Provider shall request. Provider shall assist Purchaser in completing any Schedule Z and Provider shall have no liability to Purchaser (and Provider shall indemnify Purchaser from third party claims that may arise) in respect of completing a Schedule Z as requested by Provider.

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8. REPRESENTATIONS & WARRANTIES.

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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) [Intentionally Omitted]
- (c) 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 [Intentionally Omitted]

9.2 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). A Force Majeure Event shall not be based on the economic hardship of either Party. Natural phenomena shall not be considered a Force Majeure Event unless such event causes physical damage to the System.

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"): 2015 MAY 15 AM 10 24
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(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 upon such termination, (A) Provider shall have the right to require that Purchaser terminate, or to transfer to Provider, Purchaser's electric service account(s) with the Local Utility in respect of the Premises, and (B) Provider may exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, Provider shall use reasonable efforts to mitigate its damages. In addition to the foregoing, if requested by Provider, Purchaser shall cooperate with Provider to establish a new metered account with the Local Electric Utility at the Premises. Without limiting the foregoing, in the event that, following any termination of this Agreement by Provider due to a Purchaser Default, Purchaser fails to allow Provider to continue to have access to the Premises in accordance with Section 7.1(g) or Purchaser is otherwise unable to continue to operate the System at the Premises in accordance with Applicable Law, Provider shall be entitled to recover from Purchaser the Early Termination Fee.

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 A Party's maximum liability to the other Party under the Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, provided, however, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder in respect of personal injury, intellectual property infringement claims, (ii) any obligation of Provider to pay liquidated damages in accordance with Section 7.1(e), and (iii) any obligation of Provider to remove or restore the System as provided herein.

12.3 Notwithstanding the foregoing in Section 12.1 and 12.2, 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 shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that, without the prior consent of Purchaser, Provider may (i) assign this Agreement to an Affiliate or any other person provided such assignment occurs no later than 90 days after the Commercial Operation Date, and provided further that an Affiliate of SunEdison, Inc. retains responsibility for the day-to-day operation of the System; (ii) 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. Any assignment by Provider without any required prior written consent of Provider shall not release Purchaser of its obligations hereunder.

As a condition of any assignment the assignor and proposed assignee shall represent and warrant to the non-assigning Party in a signed 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 creditworthiness and experience necessary to operate and maintain the Solar System.

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

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

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

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

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

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

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

14. NOTICES.

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

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

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

15. CONFIDENTIALITY.

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15.1 Confidentiality Obligation. Except as Purchaser may reasonably determine it is required to disclose information in accordance with applicable public records laws and regulations, if either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information"), to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of the Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 15.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

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

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

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this

Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

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

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 [Intentionally Omitted.]

18.6 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.

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18.7 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.

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18.8 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.

18.9 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.

18.10 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.

18.11 [Intentionally Omitted]

18.12 [Intentionally Omitted]

18.13 Successors and Assigns. 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.

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

18.15 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 SunEdison and Purchaser below. For the avoidance of doubt, neither SunEdison nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

“SUNEDISON”: SUNEDISON ORINATION1, LLC

By: _____

Name: _____

Title: _____

Date: _____

“PURCHASER”: CITY OF HAVERHILL, MASSACHUSETTS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
General Conditions

Certain Agreements for the Benefit of the Financing Parties

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

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

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

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

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

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

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

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

(d) Right to Cure.

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

Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

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

Exhibit B
Site License Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS

For the sake of clarification, as used in this Exhibit B, the term "Agreement" means the Solar Power & Services Agreement.

Net Metering Credit Purchase and Sale Agreement to which this Exhibit is attached.

1. **Premises and Related Rights.**

a) Purchaser hereby grants to Provider a license to occupy and use the Premises (as shown in Attachment 1 to this Exhibit B) to develop, design, engineer, construct, access, monitor, install, own, operate and maintain the System for the generation and distribution of electrical power (the "Permitted Use"), and for no other purpose. Purchaser hereby also grants to Provider and the applicable utility company for a period co-terminus with the Agreement, a non-exclusive license, which shall terminate upon the expiration or earlier termination of the Agreement for access, ingress, egress, and utilities to the Premises to the extent necessary to install, interconnect, operate or gain access to the System or the Premises at locations to be agreed upon by the Parties. The Parties agree that the exact location of the Premises shall be as mutually agreed to by the Parties and shown on a formal plan, stamped by a registered engineer, to be produced by Provider at its sole cost upon receipt of all Governmental Approvals necessary for construction of the System, but in all events before any installation of the System commences. Provider shall at all times exercise reasonable care and conduct itself in accordance with Applicable Law and in a professional manner when at the Premises or the property beyond the boundaries of the Premises (the "Reserved Property"), and shall observe the reasonable requests of Purchaser, including, but not limited to, concerning the entering and exiting of the Premises, and the storage of equipment and materials at the Premises.

b) Provider acknowledges that the Premises consist of, all or in part, a former landfill, and that Provider must obtain on behalf of Purchaser, at Provider's sole cost and expense and among other Governmental Approvals, a Post-Closure Use Permit (the "DEP Permit") from the Massachusetts Department of Environmental Protection ("DEP") to allow Provider to use the Premises for the Permitted Use. Provider agrees that the DEP Permit may impose certain conditions and requirements on Purchaser which are related to the Provider's use of the Premises and/or the installation, construction and/or operation of the System, and which would not have been imposed on Purchaser were it not for this Agreement, and that Provider shall be responsible for those conditions and requirements, as well as for the routine mowing of the landfill and control of vegetation within the Premises in order to comply with any DEP requirements (hereinafter collectively referred to as "Provider's Landfill Obligations"). Provider agrees that, notwithstanding anything to the contrary in this Agreement, it (a) shall not conduct any activities on the Premises that will, or are reasonably likely to, penetrate the landfill capping material, or otherwise threaten the integrity of the landfill cap, or cause the landfill to be out of compliance with any Governmental Approval or Applicable Law; (b) shall not violate Applicable Law, including but not limited to the DEP Permit and any laws, regulations, codes, and agreements with respect to the landfill, (c) shall comply with Provider's Landfill Obligations, at Provider's sole cost and expense.

2. **License Fee.** Provider shall pay annual license fee in the amount set forth in Schedule 2 of the Special Conditions.

All payments becoming due under this Agreement and not paid when due shall bear interest at the Stated Rate from the applicable due date until received by Purchaser.

3. **Removal of System at Expiration; System Survey.** Upon the expiration or earlier termination of the Agreement, Provider shall, at its sole cost, remove the System and restore the Premises to their original condition no later than 90 days following the expiration or earlier termination of this Agreement. In the event Provider fails to

complete the removal of the System and restoration of the Premises by said date, Purchaser shall have the right (but not the obligation), at its option and in its sole discretion, to cause the removal of the System and complete restoration of the Premises under this Section, in which case Provider shall reimburse Purchaser for 175% of the reasonable and actual costs of removal, less any salvage value received by Purchaser, within thirty (30) days after receipt of an invoice from Purchaser.

4. **Construction Progress Reports; Utilities.** During design and construction of the System, Provider shall keep Purchaser informed regarding the progress, scheduling and coordination of the work, and shall conduct weekly progress meetings with representatives of Purchaser.

5. **Representations, Warranties and Covenants.**

a) **Condition of Premises.**

(1) To Purchaser's knowledge the Premises and Reserved Property are in compliance with Environmental Laws, and that Purchaser holds and is in compliance with all Applicable Law required for the ownership and any current operations or activities conducted at the Premises and Reserved Area.

b) Provider shall have no responsibility for, and no obligation to indemnify or hold Purchaser harmless with respect, to any Pre-existing Environmental Conditions or any other conditions that existed or uses that occurred at the Premises prior to the Construction Start Date. For the purposes of this Section 5(b):

(1) "**Environmental Law**" means any and all federal, state, local, provincial and foreign, civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations, judgments, decrees, injunctions relating to the protection of health and the environment.

(2) "**Hazardous Materials**" means petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, mold, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are regulated under or for which liability can be imposed under any Environmental Law.

(3) "**Pre-existing Environmental Condition**" means any actual or alleged: (i) violation of, breach of or non-compliance with any Environmental Laws with respect to the Premises or the Reserved Property that first existed, arose or occurred on or prior to the Construction Start Date and (ii) the presence, Release or threatened Release of or exposure to any Hazardous Materials at, to, on, in, under or from the Premises that first existed, arose or occurred on or prior to the Construction Start Date.

(4) "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, migrating, leaching, dumping, or disposing of a Hazardous Material into the environment.

4. **Hazardous Materials.** Provider shall not introduce, use, exacerbate, or cause to be introduced, used or exacerbated, any Hazardous Materials on, in or under the Premises or Reserved Property. If Provider becomes aware of any such Hazardous Materials, it shall promptly notify the Purchaser of the type and location of such Hazardous Materials in writing. Provider agrees to indemnify, defend and hold harmless Purchaser from and against any and all claims, damages, costs, expenses, assessments, penalties, fines, Losses, judgments and reasonable attorney fees that Purchaser may suffer or incur due to Provider's failure to comply with this Section. This obligation specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority, and is in addition to, and not a limitation of, any other rights and remedies available to Purchaser, and shall survive the expiration or earlier termination of this Agreement. For clarity, Provider shall have no obligation to indemnify or hold harmless Purchaser with respect to any Hazardous Materials that were not introduced, used, or exacerbated, or caused to be introduced, used, or exacerbated, on, in or under the Premises or Reserved Property by Provider, and where Provider is obligated to indemnify and hold harmless Purchaser under this provision, it is required to do so only to the extent that the Losses in question arise from such introduction, use or exacerbation.

5. **Access to System; Emergencies; No Waste of Premises.** Provider may use any and all reasonable and lawful means of restricting third-party access to the System and Premises, including without limitation, the construction of a fence. Keys to any locks shall be provided to the City of Haverhill, which, together with its Director and consultants and representatives of the DEP, shall have unrestricted "24/7" access to the Premises for health-and-safety and landfill-related purposes (including, but not limited to, landfill monitoring) notwithstanding anything to the contrary in this Agreement.

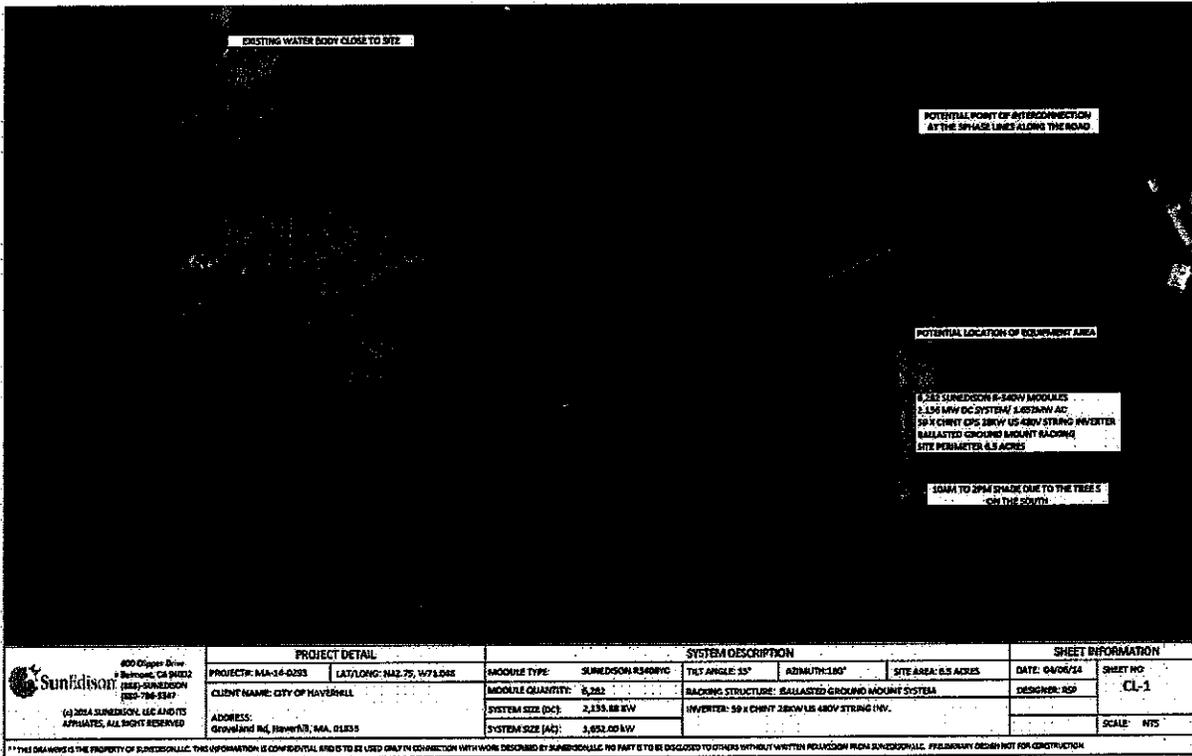
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CITY CLERKS OFFICE
HAVERHILL, MA.

6. **Temporary Removal of System.** In the event that the landfill cap requires repair or replacement during the term of the Agreement through no fault of Provider, the Provider shall, at Purchaser's sole cost and expense, remove portions of the System as necessary for the repair or replacement work to be performed. Purchaser shall provide Provider with at least ninety (90) days advance written notice of any such repair or replacement work, except in the event of an emergency or order of any court or Governmental Authority, in which event Purchaser shall provide notice as soon as practicable. During the period of such removal, those portions of the System that are removed from their original location may be temporarily stored off-site, or the Purchaser may designate a location for the temporary storage on other property of Purchaser, if available. Such storage shall be at Purchaser's sole (reasonable) cost and expense and shall conform with industry and manufacturer's requirements for the proper storage of any such equipment. During such temporary storage, the Provider shall, at Purchaser's sole expense, be responsible for the security of the System, and, if the System or any part thereof is temporarily stored on Purchaser's property, the Provider shall store it in a manner that prevents the public from gaining access to the System and that prevents damage to such property. To the extent that damage to the landfill cap or other areas of the Premises is the result of the acts or omissions of a Party, the other Party shall be entitled to pursue all rights and remedies available to it, including, but not limited to, all administrative penalties or fines imposed on it, and all costs incurred in the restoration of the cap in compliance with the requirements of the DEP and any other Governmental Authority. Unless prohibited by Applicable Law, the term of the Agreement shall be extended one day for each day all or part of the System has been removed. Provider's rent shall be reduced proportionally for the area of the Premises and days from and during which any portion of the System has been removed until such portion of the System is fully restored and operational. Purchaser shall be responsible for payment of Provider's lost profits and lost Environmental Attributes during any period of removal that was not the fault of Provider.

Attachment 1 to Exhibit B

Licensed Area

[Preliminary description of licensed area shown below. As may be requested by either Party, the preliminary description shall be updated upon final System design]



SOLAR POWER & SERVICES AGREEMENT

SPECIAL CONDITIONS

RECEIVED
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CITY CLERK'S OFFICE
HAVERHILL, MA.

This Solar Power & Services Agreement ("Agreement") is made and entered into as of this 19th day of May, 2015 (the "Effective Date"), between SunEdison Origination 1, LLC, a Delaware limited liability company ("Provider"), and City of Haverhill, Massachusetts ("Purchaser"), and, together with Provider, each, a "Party" and together, the "Parties").

WITNESSETH:

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

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

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

WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Solar Power & Services 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 Solar Power & Services 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:

1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety. In addition the terms and conditions of the General Conditions, the following provisions shall also apply:

(a) Provider agrees that it shall assist Purchaser in designing and installing a kiosk for educational purposes. Provider shall not be required to expend more than \$5,000 in out-of-pocket expenses to fulfill such obligation. Additionally, Provider agrees that upon Purchaser's request, Provider will arrange for service technicians knowledgeable of the system to be available to Purchaser, at such technician's standard hourly rates, to answer questions or otherwise facilitate Purchaser's educational efforts.

2. Schedules. The following are the respective Schedules to the Special Conditions:

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate, Tracking Trigger and Site License Fee
Schedule 3	Annual kWh Cap and Allocated Percentage

Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Time of Payment
Schedule 7	Term

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

SUNEDISON ORINATION1, LLC

CITY OF HAVERHILL

By: SUN EDISON LLC

By: _____
 Name:
 Title:
 Date:

By: _____
 Name:
 Title:
 Date

SCHEDULES

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I. Schedule 1: Description of Premises and System

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Solar System Premises:

CITY CLERK'S OFFICE
The portion of the City-owned landfill on Groveland Road, Haverhill, MA 01835, as more particularly shown in Attachment 1 to Exhibit B of the General Conditions.

Premises is Owned or Controlled by:

Purchaser

Purchaser is to be the Host Customer with respect to the Premises:

Yes

Solar System Size:

2,135.88 kW (DC) (representing an initial estimate, which may vary depending on the final design of the System)

Scope:

Design and supply grid-interconnected, ground mounted solar electric (PV) system.

Module:

MEMC 330 or equivalent

Inverter:

IEEE 1547 qualified

Performance Guarantee:

Ninety (90%) of Estimated Annual Production

Construction Start Date:

300 days from Effective Date

Anticipated Commercial Operation Date:

On or before September 17th, 2016

II. Schedule 2 -- kWh Rate, Tracking Trigger and Site License Fee

For each Billing Cycle in which the System delivers electricity to the Local Electric Utility, the price per kWh of Net Metered Production shall be \$0.08/kWh ("kWh Rate"), increasing by one percent (1%) on each anniversary of the Commercial Operation Date.

Tracking Trigger: \$ 0.1100/kWh

Site License Fee: For the purpose of Section 2 of Exhibit B, the Site License Fee shall be \$25,000 per tax year minus the annual property taxes payable by Provider in respect of such calendar year (whether pursuant to a PILOT agreement or otherwise), The first License Fee shall be made within five (5) business days of the Commercial Operation Date, pro rata to cover the period commencing on the Commercial Operation Date through the end of such tax year. Thereafter, annual License Fee shall be paid no later than thirty (30) days following the end of such tax year.

III. Schedule 3 – Annual kWh Cap and Allocated Percentage

Annual kWh Cap: 3,098,948 kWh

Allocated Percentage: 100%

IV. Schedule 4 – Estimated Annual Production

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

Year of System Term	Estimated Net Metered Production	Year of System Term	Estimated Net Metered Production
1	2,817,226	11	2,679,492
2	2,803,140	12	2,666,094
3	2,789,124	13	2,652,764
4	2,775,178	14	2,639,500
5	2,761,302	15	2,626,303
6	2,747,496	16	2,613,171
7	2,733,758	17	2,600,105
8	2,720,090	18	2,587,105

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		20	2,561,298

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:

SunEdison Origination 1, LLC
c/o Sun Edison LLC
12500 Baltimore Avenue
Beltsville, MD 20705
1-888-786-3347

With a copy to

General Counsel
12500 Baltimore Avenue
Beltsville, MD 20705-6375
Tel. (443) 909-7200
Fax (443) 909-7121

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Time of Payment

Purchaser shall pay all undisputed amounts due hereunder within forty-five (45) days after the date of the applicable Invoice Date.

VII. Schedule 7 – Initial Term

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

VIII. Schedule 8 – Early Termination Fee

Contract Year	Early Termination Fee (\$/W of System size)	Contract Year	Early Termination Fee (\$/W of System size)
1	4.45	11	1.5
2	3.57	12	1.44
3	3.26	13	1.37
4	2.87	14	1.3
5	2.45	15	1.22
6	2.02	16	1.15
7	1.93	17	1.09
8	1.84	18	1.03
9	1.73	19	0.97
10	1.61	20	0.91

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HAVERHILL, MA.

16-1



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

~~ORDINANCE~~ MUNICIPAL ORDINANCE

CHAPTER 240

**An Ordinance Relating to Parking
(30 Lancaster Street—Establish Handicap Parking)**

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

LOCATION	REGULATION	HOURS/DAYS
<u>30 Lancaster Street</u>		
In front of No. 30 Lancaster Street except for 1-24 hour handicapped parking space at No. 30	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

May 13, 2015

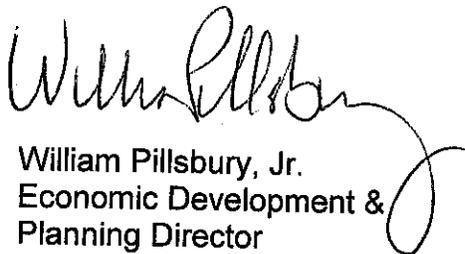
John A. Michitson, Council President
& City Council Members
City Hall—Room 204
City of Haverhill

RE: REQUEST TO ADD A HANDICAP PARKING SPACE AT # 30 Lancaster Street

Dear Council President Michitson & Councilors:

As per your request dated 5/12/15 and the request of Chief DeNaro dated 4/22/15, I am submitting a Municipal Ordinance that will allow for HANDICAP PARKING in front of Number 30 Lancaster Street.

Sincerely,


William Pillsbury, Jr.
Economic Development &
Planning Director

WP/lw

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
THOMAS J. SULLIVAN
MARY ELLEN DALY O'BRIEN
MICHAEL S. MCGONAGLE
COLIN F. LEPAGE



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

CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

May 12, 2015

TO: Mr. William Pillsbury
Planning and Development Director

RE: **Documents to Establish Handicap Parking Ordinances**

Dear Mr. Pillsbury:

At the City Council meeting held on May 5, 2015 the following requests for handicap parking spaces were approved and submitted by Chief DeNaro:

- Doc. 45-D 49 Bellevue *St. Ave*
- Doc. 45-E - 30 Lancaster St.

The City Council concurred with these requests and ask that the proper documents be prepared and placed on the next council agenda for action.

Thank you for your continued cooperation, consideration and assistance. It is appreciated.

Sincerely yours,

John A. Michitson, President
Haverhill City Council

JAM/bsa

encl.

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

8.
3.

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

*NEW
*RENEWAL

DATE OF REQUEST 12-19-14 DATE OF APPROVAL 4-22-15

NAME: Karen Soucie

ADDRESS: 30 Lancaster St

TELEPHONE #: 978-476-1869

VEHICLE TYPE: Van - Green Mazda

PLATE #: 237 VET

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

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

x Karen Soucie
Applicant Signature

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

Approve Denied

Reason for denial

Alan R. Powell
Chief of Police Signature

Approve Denied

Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

Attn: Officer Powell

16-2



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

~~ORDERED.~~ MUNICIPAL ORDINANCE

CHAPTER 240

**An Ordinance Relating to Parking
(49 Bellevue Avenue—Establish Handicap Parking)**

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

LOCATION	REGULATION	HOURS/DAYS
<u>49 Bellevue Avenue</u>		
In front of No. 49 Bellevue Avenue except for 1-24 hour handicapped 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

May 13, 2015

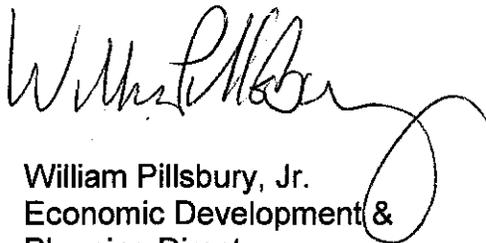
John A. Michitson, Council President
& City Council Members
City Hall—Room 204
City of Haverhill

RE: REQUEST TO ADD A HANDICAP PARKING SPACE AT # 49 Bellevue Avenue, second floor

Dear Council President Michitson & Councilors:

As per your request dated 5/12/15 and the request of Chief DeNaro dated 4/22/15, I am submitting a Municipal Ordinance that will allow for HANDICAP PARKING in front of Number 49 Bellevue Avenue, second floor.

Sincerely,



William Pillsbury, Jr.
Economic Development &
Planning Director

WP/lw

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
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The City Council concurred with these requests and ask that the proper documents be prepared and placed on the next council agenda for action.

Thank you for your continued cooperation, consideration and assistance. It is appreciated.

Sincerely yours,

John A. Michitson, President
Haverhill City Council

JAM/bsa

encl.

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

1613



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 191

AN ORDINANCE RELATING TO PEDDLING AND SOLICITING

BE IT ORDAINED by the City Council of the City of Haverhill that Article III, Ice Cream Vendors of Chapter 191 of the Code of the City of Haverhill, as amended, being and is hereby further amended as follows:

§191-6. Licensing of Vendors:

By deleting subsection "J." and inserting the following in place thereof: "Any individual engaged in the sale of ice cream and related products from a vending truck must be listed on the application and comply with the provisions of Article VII of §191.", and,

§191-7. Licensing of Vendors at Haverhill Municipal Stadium:

By deleting subsection "H." and inserting the following in place thereof: "Any individual engaged in the sale of ice cream and related products from a vending truck must be listed on the application and comply with the provisions of Article VII of §191.", and,

By adding the following:

"Article VII: Requiring Fingerprint-Based Background Check on Certain License Applicants

§191-21. Purpose.

To protect the health, safety, and welfare of the inhabitants of the City of Haverhill, and as authorized by MGL c. 6, § 172B1/2, this ordinance requires:

- A. Applicants for certain City licenses permitting the engagement in specific occupational activities within the City of Haverhill as enumerated in §191-23. to submit to fingerprinting by the Haverhill Police Department;
- B. The Haverhill Police Department to conduct criminal record background checks based on such fingerprints; and
- C. The City of Haverhill to consider the results of such background checks in determining whether or not to grant a license.

§191-22. Authorization to Conduct Fingerprint-based Background Checks.

The City of Haverhill authorizes the Massachusetts State Police, the Massachusetts Department of Criminal Justice Information Systems (DCJIS) and the Federal Bureau of Investigation (FBI) as may be applicable to conduct on behalf of the City of Haverhill and its Police Department fingerprint-based state and national criminal record background checks, including of FBI records, consistent with this ordinance. The City of Haverhill authorizes the Police Department to receive and utilize FBI records in connection with such background checks, consistent with this ordinance.

§191-23. Applicant's Submission to Fingerprinting.

A. Any applicant for a license to engage in any of the following occupational activities within the City of Haverhill shall submit a full set of fingerprints taken by the Haverhill Police Department within 10 days of the date of the application for a license, for the purpose of conducting a state and national criminal record background check to determine suitability of the applicant for the license:

Owner or operator of a public conveyance (taxi or livery service);

Ice Cream Truck Vendor;

B. At the time of fingerprinting, the Haverhill Police Department shall notify the individual fingerprinted that the fingerprints will be used to check the individual's FBI and other criminal history records.

§191-24. Processing of Fingerprint-based Criminal Record Background Checks; Communication of Results.

- A. The Police Department shall transmit fingerprints it has obtained pursuant to §191-23. of this ordinance to the Identification Section of the Massachusetts State Police, DCJIS and/or the FBI as may be necessary for the purpose of conducting fingerprint-based state and national criminal record checks of license applicants specified in §191-23.
- B. An applicant may request in writing and receive a copy of his or her criminal history records from the Police Department. Should an applicant wish to correct or amend the information contained in it, he or she will be directed to the DCJIS for state records and the FBI for national records.
- C. The City of Haverhill Police Department shall communicate the results of the fingerprint-based criminal record background checks to the applicable licensing authority within the City. The Police Department shall indicate whether the applicant has been convicted of, or is awaiting final adjudication for, a crime that bears upon the applicant's suitability, or any felony or misdemeanor involving the use of force or the threatened use of force, controlled substances or a sex-related offense.

§191-25. Reliance on Results of fingerprint-based Criminal Record Background Checks.

Licensing authorities of the City of Haverhill shall utilize the results of fingerprint-based criminal history record background checks for the sole purpose of determining the suitability of the subjects of the checks in connection with the license applications specified in Section 5.80.030. A City of Haverhill licensing authority may deny any application for a license on the basis of the results of the fingerprint-based criminal record background check, if the licensing authority, in its sole discretion, determines that the results of the check render the subject unsuitable for the proposed occupational activity. The licensing authority shall consider all applicable laws, regulations and City policies bearing on the applicant's suitability in making this determination. The licensing authority shall not deny a license based on information in a criminal record unless the applicant has been afforded a reasonable time to correct or complete the record or has declined or failed to do so.

§191-26. Compliance with Laws, Regulations, and Policies.

Implementation of this ordinance and the conducting of fingerprint-based criminal record background checks by the City of Haverhill shall be in accordance with all applicable laws, regulations, and City policies, which shall include record retention and confidentiality requirements. The City of Haverhill shall not disseminate the results of fingerprint-based criminal record background checks except as may be provided by law, regulation, and City policy. The City of Haverhill shall not disseminate criminal record information to unauthorized persons or entities.

§191-27. Fees.

The fee charged by the Haverhill Police Department for the purpose of conducting fingerprint-based criminal record background checks shall be a total of one hundred dollars (\$100.00). A portion of the fee, as specified in M.G.L. c. 6, § 172B1/2, shall be deposited into the Firearms Fingerprint identity Verification Fund, and the remainder of the fee may be retained by the City of Haverhill for costs associated with the administration of the fingerprinting system.

Further, the City Council hereby adopts the following "Civil Fingerprinting Policy for Municipal Licensing Applicants" by the City of Haverhill, MA for the purpose of conducting state and national criminal history screening of applicants for the above referenced municipal licenses as follows:

City of Haverhill Civil Fingerprinting Policy for Municipal Licensing Applicants

Applicability

This policy is applicable to the civil fingerprinting process for the state and national criminal history screening of applicants for the following municipal licenses:

**Owner or operator of a public conveyance (taxi or livery service);
Ice Cream Truck Vendor.**

Authority

This policy is promulgated in accordance with 28 CFR 20.33(a)(3), Public Law 92-544, M.G.L. c. 6, § 172B½, and Chapter 5.80 of the Municipal Code. The civil fingerprinting process for municipal licensing applicants is also subject to the “Massachusetts Department of Criminal Justice Information Services Policies and Procedures for Civil Fingerprinting for Municipal Licensing Applicants.”

Schedule of Fingerprint Collection

Licensing applicants may appear at the City of Haverhill Police Department, located at 40 Bailey Boulevard, Haverhill, MA, for fingerprint collection on the following days *[to be determined by the Haverhill Police Department]* between the following hours *[to be determined by the Haverhill Police Department]*. *[The Haverhill Police Department will also establish appointments if necessary]*

Verification of Identification

Before being fingerprinted, all licensing applicants are required to present government-issued identification. A licensing applicant’s fingerprints will not be collected until his or her identity has been verified. The following forms of identification will be accepted:

- (a). United States Passport**
- (b). State Issued Driver’s License**
- (c). State Issued Identification Card**
- (d). U.S. Military Identification Card**

Databases to be Searched

All licensing applicants’ fingerprints will be searched against the Automated Fingerprint

Identification System (AFIS) fingerprint database which is maintained by the Massachusetts State Police and the Federal Bureau of Investigation's (FBI) Integrated Automated Fingerprint Identification System (IAFIS) fingerprint database.

Consent

All licensing applicants must consent to the collection and submission of their fingerprints for the purposes of conducting state and national criminal history screening by completing the "Civil Fingerprinting Consent Form". Consent forms will be retained for at least one year but for no longer than three years.

Payment of Fingerprinting Fees Fingerprinting fees include federal, state, and local fees, Before being fingerprinted, all licensing applicants must pay the statutory fingerprint fee of thirty dollars (\$30.00) with a money order or bank check payable to the "Commonwealth of Massachusetts." In addition to a signature, the money order or bank check shall include the name of the applicant hand printed in block letters. In addition to the above State Fee, all applicants must also pay the municipal fingerprint fee of seventy dollars (\$70.00) with the following forms of payment: *[applicable forms of payment to be determined by the Haverhill Police Department]*

Storage of Fingerprint-Based State and National Criminal History Information

Fingerprint-based state and national criminal history record information shall not be retained or stored except for the purpose of allowing an applicant the opportunity to challenge the criminal history record. During the challenge stage, the fingerprint-based state and national criminal history record information shall be stored in a secure location and access to the information shall be restricted to authorized personnel.

Handling of Fingerprint-Based State and National Criminal History Information

Fingerprint-based state and national criminal history record information will only be handled and reviewed by authorized personnel in a secure area, out of the view of the public and of all other unauthorized individuals.

Destruction of Fingerprint-Based State and National Criminal History Information

When fingerprint based state and national criminal history information is no longer needed, it shall be destroyed by the licensing authority by burning, shredding, or other method, rendering the information unreadable.

Correcting Fingerprint-Based State and Nation Criminal History Information

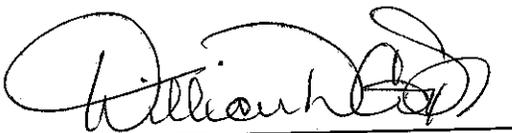
All licensing applicants have the right to challenge the information contained within a fingerprint-based state or national criminal history record response. In order to change,

correct, or update criminal history record in question, the licensing applicant must follow the procedures listed below:

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her FBI record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. Each applicant will also be provided with a copy of the "FBI Procedure for Changing, Correcting or Updating a Record."

Said policy being promulgated in accordance with 28 CFR 20.33(a)(3), Public Law 92-544, M.G.L. c. 6, §172B ½, and proposed Chapter 5.80 of the Municipal Code. Said civil fingerprinting process for municipal licensing applicants is also subject to the "Massachusetts Department of Criminal Justice Information Services Policies and Procedures for Civil Fingerprinting for Municipal Licensing Applicants." Said policy, if approved, shall be in conjunction with proposed Article VII upon its approval."

APPROVED AS TO LEGALITY:



City Solicitor



18.1

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

May 13, 2015

TO: MEMBERS OF THE HAVERHILL CITY COUNCIL:

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

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

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

Very truly yours,

Stephen C. Gullo, MAA
Assessor

199-1

CITY COUNCIL

JOHN A. MICHITSON
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VICE PRESIDENT
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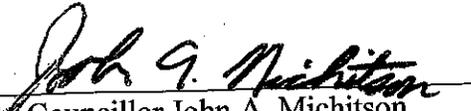
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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

May 14, 2015

TO: Members of the City Council:

Councillor President John A. Michitson wishes to discuss the Greater Haverhill Foundation Partnership with Massachusetts Technology Collaborative Innovation Institute to develop comprehensive economic development plan and execution.


City Councillor John A. Michitson

CITY COUNCIL

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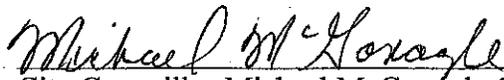
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May 14, 2015

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

Councillor Michael McGonagle requests the removal of a handicap parking space at 615-617 River Street as it is no longer needed.


City Councillor Michael McGonagle

Name of Street Location	Regulation	Hours/Days
In front of 125 River Street (Victoriana Catering) [Added 3-5-2002 by Doc. 44]	Time limited 1 hr.	8:00 a.m. to 4:00 p.m., Mon. through Sat.
In front of 162 River Street (3 one-hour spaces) [Added 10-30-2001 by Doc. 8-S]	Time limited 1 hr.	8:00 a.m. to 6:00 p.m., Monday through Friday
In front of No. 167 River Street except for 1 24-hour handicapped parking space at No. 167 [Added 8-26-2003 by Doc. 34-L]	No parking	24 hours
In front of Nos. 169-171 [Added 3-4-1997 by Doc. 52]	No parking	24 hours
In front of 192 and 194 River Street [Added 1-7-2003 by Doc. 195/02]	Time limited 15 min.	9:00 a.m. to 4:00 p.m., Mon. through Sat.
From No. 211 west for 210 ft., north side	Time limited 1 hr.	7:00 a.m. to 5:00 p.m.
In front of No. 348 River Street except for 1 24-hour handicapped parking space at No. 348 [Added 3-25-2003 by Doc. 15-D]	No parking	24 hours
In front of No. 403, 2 30-minute parking spaces [Added 1-31-1995 by Doc. 24]	Time limited 30 min.	—
In front of No. 415 (N.E. Die), 1 handicapped parking space at corner of River and Villa Street [Added 10-26-1993 by Doc. 26-V]	No parking	24 hours
In front of No. 503 River Street [Added 2-1-2000 by Doc. 21]	Time limited 1 hr.	8:00 a.m. to 6:00 p.m., Mon. through Fri.
In front of 589 to 591 River Street, except for 1 24-hour handicapped parking space at No. 589-591 [Added 6-24-2003 by Doc. 15-K]	No parking	24 hours
In front of No. 615 River Street [Added 5-30-2000 by Doc. 18-J; repealed 5-14-2002 by Doc. 29-N]		
* In front of Nos. 615 to 617 River Street (25 feet to the East of No. 615 River Street) except for 1 24-hour handicapped parking space [Added 5-14-2002 by Doc. 29-O; amended 10-14-2003 by Doc. 15-O; 10-14-2003 by Doc. 15-P]	No parking	24 hours
From 96 ft. east of Margin Street east for 107 ft., north side	Time limited 1 hr.	7:00 a.m. to 7:00 p.m.
From 686 ft. east of Varnum Street east for 170 ft., north side	Time limited 1 hr.	7:00 a.m. to 7:00 p.m.

19.3

CITY COUNCIL

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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

May 14, 2015

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

Councillor Michael McGonagle would like to submit the recommendations of the Traffic & Safety Committee held on May 14, 2015, reporting on items 1, 2, 3, & 5 which were brought to the Traffic & Safety Committee at the request of the City Council.


City Councillor Michael McGonagle 35-



**HAVERHILL
POLICE DEPARTMENT**

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

Alan R. DeNaro
Chief of Police

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

May 14, 2015

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

Re: Traffic & Safety Committee Meeting – May 14, 2015

Dear President Michitson & Councilors:

The Traffic and Safety Committee held a meeting on Thursday, May 14, 2015. During the meeting it was determined that the following recommendations would be made to the City Council for consideration.

- * 1. Discussion regarding increased traffic and speeding on Laurel Avenue due to the changes on South Main Street. After a lengthy discussion it was determined that Officer Powell is going to look more into this and report back with his findings at which time a recommendation will be made to the City Council.
- * 2. Discussion regarding reducing the speed limit on Route 110 near Winnekenni Park entrance from 40 MPH. Request is that the Committee review the area with an eye on pedestrian signalization and signage in both directions altering motorists of the park entrance. After a discussion it was determined that the issue has been resolved through the State. It was also determined that a request will be sent to the Highway Department for the restriping of the crosswalk. The Department is going to look into the possibility of placing pedestrian signs in the area of the crosswalk.
- * 3. Discussion regarding marking the intersection of Longview Street and Victory Avenue for a four-way stop. After discussion it was determined that signs on Longview street are not necessary. Steps are going to be taken to see if the site problem can be alleviated.
4. Discussion regarding Revere and Winchester Streets to be closed to traffic – egress not onto school property; street open only during bus arrivals and departure times i.e 8:15 am to 8:40 am and 2:15 pm to 2:40 pm. After discussion it was determined that the Traffic & Safety Committee recommends this temporary closure.
- * 5. Discussion regarding speeding on North Avenue. After discussion it was determined that Officer Powell will put the rubber counter out and the Department will determine the course of action. In the meantime the Department will monitor this area the best we can.

Sincerely,

Alan R. DeNaro
Chief of Police

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CITY COUNCIL

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**MINUTES OF THE NATURAL RESOURCES AND PUBLIC
PROPERTY COMMITTEE MEETING HELD ON MAY 13, 2015**

A City Council/Natural Resources and Public Property Committee meeting was held on Wednesday, May 13, 2015 at 7:00P.M. in the City Council office, Room #204, City Hall.

Committee Members present: Committee Chairperson William Macek, Councillors Sullivan and LePage.

No other parties in attendance at the time of Committee discussion. However, Mr. Brian Minkle, the petitioner, arrived late and was fully informed of Committee's action.

The following item was discussed:

- 1) **Doc. # 125/14** – Petition from Brian S. Minkle requesting to purchase City land abutting his property on Crystal Lake Road, Assessor's Map 566, Block 2, Lot 11, said house is at 35 Mendum Road, 86 Crystal Lake Road, Assessor's Map 566, Block 2, Lot 7A.
A motion was made that this matter be reported back to the full City Council with the recommendation that it be forwarded to the Mayor along with all department head responses and with Mr. Minkle's request. Should an agreement for sale be agreed upon between the parties then the Council would revisit the issue of surplusizing the land. Motion passed 3 to 0.

Respectfully submitted,

William J. Macek
William J. Macek, Chairperson
Natural Resources and Public Property Committee
Haverhill City Council

May 14, 2015

WJM/bsa

- c: Mayor James J. Fiorentini
- John Michitson, President, Haverhill City Council

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DOCUMENTS REFERRED TO COMMITTEE STUDY

4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
102-H	Communication from Councillor Macek requesting to propose the establishment of an Adult and Senior Fitness Park	NRPP	10/29/13
55-E	Communication from Councillor Macek – necessary repairs on the Clement Farm property leased to American Legion	NRPP	6/17/14
55-F	Communication from Councillor Daly O'Brien re: Street noise increasing on Essex St. and Washington St. area	Public Safety	6/17/14
55-U	Communication from President Michitson requesting to address comprehensive vision, plan & process – critical information for City Council to determine needs/gaps, solutions and spending priorities for Haverhill	A & F	8/19/14
55-X	Communication from Councillor Sullivan regarding a Jr. Park Ranger Sumer Program	Public Safety	8/19/14
36	Ordinance re: Vehicles and Traffic – Amend City Code Ch. 240-108, Article XVI Parking Fees, Rates and Terms	A & F	3/31/15
0-Q	Communication from Councillor Daly O'Brien requesting to introduce Tim Coco to discuss City Council audio and remote participation for Council meetings	A & F	4/7/15
55	Petition from William Pacione requesting to purchase City owned land that abuts his property at Atlanta st., Book 28842, page 207, Map 528, Bl. 10, Lot 160	NRPP	4/21/15
10-U	Communication from Councillor Macek requesting to discuss trash pick up for Hales Landing Development off of Old Groveland Rd.	NRPP	4/21/15
58	Ordinance re: Vehicles & Traffic: Amend Ch. 240-108, Article XVI, Parking Fees, Rates & Terms, Central Business District – East Section Only	A & F	5/5/15
58-B	Ordinance re: Vehicles & Traffic: Amend Ch. 240-108, Article XVI, Parking Fees, Rates & Terms, Central Business District – West Section Only	A & F	5/5/15