



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, September 20, 2016 at 6:30 PM  
City Council Chambers, Room 202

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**1A. Executive Session-litigation concerning Premier Realty Trust, et als vs. City of Haverhill**

The Council will first convene in open session in the City Council office, then go into Executive Session. The Council will then reconvene in open session in the City Council Chambers to conduct all other business.

**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 Mayor Fiorentini submits *PILOT (Payment in Lieu of Taxes) Agreement* with *Haverhill PS Solar LLC* for approved solar project on the roof at Haverhill Police Dept building located at 40 Bailey blvd  
*Related communication from Orlando Pacheco, Purchasing Director/Energy Manager*

3.1.1 Mayor Fiorentini submits *Power Purchase Agreement* with *Lodestar Energy LLC* which calls for the City to purchase Net Metering Credits for .12 cents per KWH; to be applied to the City's Water/and or Wastewater accounts

*Related communication from Orlando Pacheco, Purchasing Director/Energy Manager*    Attachments

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

NO SCHEDULE

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

NO SCHEDULE

**6. APPOINTMENTS**

**Confirming Appointments**

*Cultural Council* – Ruby Lyons, re-appointment    expires September 26 2019    To Be Confirmed  
Attachment

**Non-confirming Appointments**

**Resignations**

**7. PETITIONS**

NO SCHEDULE

**8. APPLICATIONS/HANDICAP PARKING SIGNS**

NO SCHEDULE



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## 9. ONE DAY LIQUOR LICENSES:

NO SCHEDULE

## 10. APPLICATIONS FOR PERMIT

10.1 Application from Kathy Fitts/*Saint Vincent de Paul Society for Friends of the Poor Walk/Run*; beginning at *All Saints Church*, through downtown and back; Saturday, September 24<sup>th</sup>; 9 am – 10 am

10.2 Application from Reverend Robert Murray, *St. James Parish for Halloween 5K Road Race*; beginning at *St James School*, 415 Primrose st; Sunday, October 30<sup>th</sup>; starting at 10 am

*Applications have Police approval*

Attachments

## 11. TAG DAYS

NO SCHEDULE

## 12. ANNUAL LICENSE RENEWALS:

Roller Skating Rink

Sunday Skating

Pool Tables

Sunday Pool

Bowling

Sunday Bowling

Buy & Sell Second Hand Clothing

Buy & Sell Second Hand Articles

Junk Dealer

Buy & Sell Old Gold

Pawnbroker

Limousines

Taxis

Taxi Driver Licenses

Frank Adorno, 8 Ford st – new

Attachment

Chair Cars

Auctioneer

Theater

*Chunky's Cinema Pub* – 3 Screens, 371 Lowell av

Attachment

Exterior Vending Machine

Coin-Ops (Renewals)

Sunday License

Fortune Teller

HAWKER/PEDDLER



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**13. DRAINLAYER 2016 LICENSE**

NO SCHEDULE

**14. HEARINGS & RELATED ORDERS:**

NO SCHEDULE

**15. NEW BUSINESS/ORDERS:**

15.1 Order – basketball courts at *Cashman's Field* be named in honor of Michael Rowinski, a dedicated coach and life-long resident of the City of Haverhill

*Related letters of support included*

15.2 Order – authorize payment of bills of previous years and to further authorize payment from current year departmental appropriations as listed below:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>	
Ready Refresh	\$ 13.94	Highway	
Mass Municipal Assoc	105.00	Highway	
AppGeo	4,000.00	Highway	
Groundwork Lawrence	5,000.00	Highway	<u>Attachments</u>

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

NO SCHEDULE

**17. UNFINISHED BUSINESS:**

17.1 Document 15-II; Communication from Robert E Ward, *Deputy DPW Director*, submitting proposed *Loan Order* to fund cost of construction of improvements to the City's water transmission mains along Amesbury rd between the water treatment plant and Humphrey st and related *Order* for Mayor to be authorized to File said applications and execute agreements

17.1.1 Document 15-I; Loan Order - \$3,088,000 to finance water transmission mains  
*Filed September 7th*

17.1.2 Document 15-III; Order – Authority to file applications and execute agreements regarding to improvements to water transmission mains  
*Postponed from September 6th*

17.2 Document 20-I; Ordinance re: Parking – 96 Broadway; Add Handicap Parking  
*Filed September 7th*

Attachments



# CITY OF HAVERHILL CITY COUNCIL AGENDA

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17.3 Document 21-F; Ordinance re: Parking – Amend City Code. Section 240-88. Schedule E: City Parking Lots; by adding the following at the end of the section: “Traffic entering, exiting and traveling through City Hall Parking Lots shall be one way only as shown on said plan noted above by way of arrows which detail the allowed travel direction”

*Filed September 7<sup>th</sup>*

Attachments

## **18. MONTHLY REPORTS** NO SCHEDULE

## **19. COMMUNICATION FROM COUNCILLORS**

19.1 Communication from Councillor Bevilacqua requesting a discussion about the abandoned building at Railroad av and Comeau Bridge

19.2 Communication from Councillor Bevilacqua requesting to introduce Ron MacLeod to discuss the current City Charter

19.3 Communication from Councillors Barrett and Sullivan requesting a discussion regarding the continued use of Salem st by J.R.M. trucking

Attachments

## **20. RESOLUTIONS AND PROCLAMATIONS** NO SCHEDULE

## **21. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**

22.1 Councillor Macek submits Minutes of the *Planning and Development Committee* meeting held on September 15 2016

Attachment

## **22. DOCUMENTS REFERRED TO COMMITTEE STUDY**

## **23. ADJOURN**

31



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

September 15, 2016

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

RE: PILOT Agreement with Haverhill PS Solar LLC

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

Attached please find a letter of recommendation from Haverhill's Energy Manger, Orlando Pacheco, and a payment in lieu of tax (PILOT) agreement for the approved solar project on the roof of the Haverhill Police Department building located at 40 Bailey Boulevard.

I recommend approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf

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**AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR  
PERSONAL PROPERTY**

**between**

**HAVERHILL PS SOLAR LLC**

**and**

**CITY OF HAVERHILL**

**dated as of August 26, 2016**

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AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR  
PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY (this "Agreement") is made and entered into as of August 26, 2016 by and between **Haverhill PS Solar LLC**, a Massachusetts limited liability company ("Developer"), and the **City of Haverhill**, a municipal corporation duly established by law and located in Essex County, Commonwealth of Massachusetts (the "City"). Developer and the City are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer plans to build and operate a solar photovoltaic generating facility and ancillary equipment (the "Project") with an expected nameplate capacity of approximately 60 kW DC on the grounds of the Haverhill police station with an address of 40 Bailey Boulevard, Haverhill, Massachusetts, as shown in Exhibit A (the "Property"); and;

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

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

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

1. Payment in Lieu of Personal Property Taxes. Developer agrees to make payments to the City in lieu of all personal property taxes which might otherwise be assessed against the Project and the Property (the "PILOT Payments") for a period of twenty (20) consecutive fiscal tax years, commencing with fiscal tax year following the first January 1 on or after the Completion Date (as defined below) (the "Term"). The PILOT Payments shall be for an annual amount equal to Five Hundred Dollars (\$500.00) per year with no escalation for the Term. Developer shall pay the PILOT Payment in four equal quarterly installments based on an annual bill issued by the City to the Developer. Except as may be expressly set forth herein, the Parties agree that the PILOT Payments shall not be increased or decreased for any reason, including on account of an inflation factor or change in the City's tax rate. Developer shall have no liability for any personal property taxes with respect to the Project or Property except for the PILOT Payments, and the City will not (i) seek to invalidate this Agreement; (ii) impose any lien on or encumber the Project or Property (or the improvements thereon) except as is expressly provided herein; or (iv) take any affirmative action in support of the bifurcation of the taxation of real and personal property.

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

2. Inventory. Attached as Exhibit B is an inventory of all personal property

comprising and incorporated into the Project and/or Property as of the Completion Date (the "Inventory").

3. Assignment; Recording. This Agreement will be binding upon and inure to the benefit of Developer and its successors and assigns as owners of the Project, and the rights and obligations created hereunder will run with the Project and the Property. Without limiting the foregoing, except to the extent prohibited by the G.L. c. 59, § 38H (b) and/or regulations promulgated pursuant thereto, Developer may, without the prior consent of the City, pledge, collaterally assign or assign its rights and obligations under this Agreement to any affiliate of Developer or to any party that has provided or is providing financing to Developer for the construction, operation and/or maintenance of the Project. A Notice of this Agreement will be recorded by City in the applicable Registry of Deeds promptly following its execution.

4. Termination. Developer may terminate this Agreement upon ten (10) days' written notice to City in the event (i) the Project ceases commercial operation and is decommissioned or (ii) the Developer's rights to use or access the Property is terminated for any reason and such termination results in the inability for the Developer to operate and maintain the Project.

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

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

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

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

If to Developer:

Haverhill PS Solar LLC  
c/o MassAmerican Energy LLC

257 Simarano Drive  
Marlborough, MA 01752  
Attn: A. Quincy Vale  
Email: quincy@massamerican.com

If to Lender:

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

If to City

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

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

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

If an event of Force Majeure occurs during the Term and as a result of such event of Force Majeure the Project or Property is partially or wholly damaged or destroyed or otherwise rendered inoperable or unusable for its intended purposes ("Damaged"), then for the period of time following the event of Force Majeure during which the Project or Property is so Damaged, the PILOT Payments will be eliminated or reduced proportionate to the Damage. The Parties hereby agree that such proportionate damage will be determined solely by the entity providing property loss and damage insurance to the Developer.

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

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

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

*[Signature Page to Follow]*

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

**City of Haverhill**

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

**Haverhill PS Solar LLC**

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

**Exhibit A**

Deed and Plan of Property

**Exhibit B**  
The Inventory

*Personal Property and Nameplate Capacity.* The personal property comprising and incorporated into the Project may consist of some or all of the the articles listed in the table below:

<b>Article</b>
Modules
Racking system
Inverters
Transformers
Wiring/Conduit
Combiner Boxes
Medium voltage equipment (recloser, switchgear, etc.)
Chain-link fence
Utility poles
Related equipment

**Exhibit C**  
**Meeting Minutes**  
**(Attached)**



# Haverhill

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

September 9, 2016

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

Dear Mayor:

Attached is the Payment in Lieu of Tax Agreement (PILOT) for the approved solar project on the roof of the Haverhill Police Headquarters-40 Bailey Blvd. The project, which is being constructed by Mass American Energy is expected to be about 60 KW in size and has received all necessary approvals.

The PILOT agreement is for a flat amount of \$500 annually based on their response to RFP 009.16.

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

Sincerely,

Orlando Pacheco  
Purchasing Director/Energy Manager

3.1.1

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL**  
**MASSACHUSETTS**

CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
PHONE 978-374-2300  
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September 15, 2016

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

RE: Power Purchase Agreement with Lodestar Energy LLC

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

Attached please find a letter of recommendation from the City of Haverhill's Energy Manager, Orlando Pacheco, and a contract for a Power Purchase Agreement between Lodestar Energy LLC and the City of Haverhill.

I recommend approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf



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

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

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

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

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

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

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

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

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

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

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

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

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

“General Conditions” means these Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. TERM AND TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 3.3 System Acceptance Testing.

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

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

### 4. SYSTEM OPERATIONS.

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

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

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

## 5. DELIVERY OF NET METERED PRODUCTION.

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

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

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

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

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

## 6. PRICE AND PAYMENT.

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

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

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

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. If Purchaser does not have electronic funds transfer capability, the Parties shall agree to an alternative method of payment. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except for billing errors or as provided in Section 6.5 below, all payments made

hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

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

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

## 7. GENERAL COVENANTS.

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

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

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

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

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

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

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

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

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

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

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

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

## 8. REPRESENTATIONS & WARRANTIES.

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

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

8.2 Representations Regarding Security Interest. Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest

(the "Security Interest") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:

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

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

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

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

#### 9. TAXES AND GOVERNMENTAL FEES.

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

#### 10. FORCE MAJEURE.

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

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

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

## 11. DEFAULT.

### 11.1 Provider Defaults and Purchaser Remedies.

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

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

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

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

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

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

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

## 12. LIMITATIONS OF LIABILITY.

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

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

### 13. ASSIGNMENT.

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

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

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

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

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

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

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

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

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

### 14. NOTICES.

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

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or

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

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

## 15. CONFIDENTIALITY.

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

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

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

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

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

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

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

and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

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

## 16. INDEMNITY.

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

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

## 17. NET METERING PROGRAM CANCELLATION

17.1 In the event of a Net Metering Program Cancellation, then, upon a Party's receipt of notice of such change from the other Party the Parties shall promptly and in good faith endeavor for a period of up to ninety (90) days to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and risk as originally intended by the Parties in this Agreement. If at the end of such ninety (90) day period the Parties are unable to do so, either Party shall have the right to terminate this Agreement. Upon termination of this Agreement pursuant to this Section 17.1, (i) neither Party shall have any obligation or financial liability to the other Party as a result of such termination; provided that Buyer has paid Seller for any and all Purchaser's Allocation Percentage delivered to the Local Electric Utility prior to the date of such termination, (ii) Provider shall be permitted to sell, free and clear of any claim by Purchaser, any Net Metered Production contemplated under this Agreement to any third party, and (iii) Purchaser shall continue to permit Provider to operate and maintain the System at the Property in accordance with Section 7.1(g).

## 18. MISCELLANEOUS.

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

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

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

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

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

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

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

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

18.9 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

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

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

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

*[Remainder of page intentionally left blank.]*

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

“PROVIDER”:

LODESTAR ENERGY LLC,  
a Connecticut limited liability company

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

Name: Jeffrey J. Macel

Title: Managing Member

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

“PURCHASER”: CITY OF HAVERHILL, MASSACHUSETTS

**By** \_\_\_\_\_

Name: James J. Fiorentini

Title: Mayor

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

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

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

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

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

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

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

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

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

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

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

(d) **Right to Cure.**

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

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

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

\*\*\*

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

Schedule 7

Term

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

**LODESTAR ENERGY LLC**  
a Connecticut limited liability company

**CITY OF HAVERHILL**

By: \_\_\_\_\_  
Name: Jeffrey J. Macel  
Title: Managing Member  
Date:

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

## SCHEDULES

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

<b>Solar System Premises:</b>	3 Nolan Drive, Great Barrington, MA 01230
<b>Premises is Owned or Controlled by:</b>	Provider
<b>Purchaser is to be the Host Customer with respect to the Premises:</b>	No
<b>Solar System Size:</b>	1479 kW (DC) (representing an initial estimate, which may vary depending on the final design of the System)
<b>Scope:</b>	Design and supply grid-interconnected, ground mounted solar electric (PV) system.
<b>Module:</b>	TBD – Tier 1
<b>Inverter:</b>	IEEE 1547 qualified
<b>Performance Guarantee:</b>	Eighty Five Percent (85%) of Estimated Annual Production
<b>Construction Start Date:</b>	365 days from Effective Date
<b>Anticipated Commercial Operation Date:</b>	545 days from Effective Date

**II. Schedule 2 - - kWh Rate**

For each Billing Cycle in which the System delivers electricity to the Local Electric Utility, the price per kWh of Net Metered Production shall be \$0.120/kWh ("kWh Rate"), increasing by zero percent (0%) on each anniversary of the Commercial Operation Date.

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

Annual kWh Cap: N/A

Allocated Percentage: Approximately 44 %

**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:

<b>Year of System Term</b>	<b>Est. Annual Net Metered Production</b>	<b>Estimated. Annual Net Metered Production for Purchaser</b>	<b>Year of System Term</b>	<b>Est. Annual Net Metered Production</b>	<b>Estimated Annual Net Metered Production for Purchaser</b>
1	1,870,935	822,250	11	1,779,465	782,050
2	1,861,580	818,139	12	1,770,568	778,140
3	1,852,272	814,048	13	1,761,715	774,249
4	1,843,011	809,978	14	1,752,906	770,378
5	1,833,796	805,928	15	1,744,142	766,526
6	1,824,627	801,898	16	1,735,421	762,694
7	1,815,504	797,889	17	1,726,744	758,880
8	1,806,426	793,899	18	1,718,110	755,086
9	1,797,394	789,930	19	1,709,520	751,310
10	1,788,407	785,980	20	1,700,972	747,554

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:**

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

*With a copy to*

**Financing Party:**

[To be provided by Provider]

VI. **Schedule 6 – Time of Payment**

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

VII. **Schedule 7 – Initial Term**

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



# Haverhill

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

September 9, 2016

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

Dear Mayor:

Attached is the Power Purchase Agreement (PPA) between Lodestar Energy LLC and the City of Haverhill.

The Agreement calls for the City to purchase Net Metering Credits (NMC) for .12 cents per KWH. The price will remain flat for the 20 year period of the contract; this will result in greater savings if the price of electricity increases.

The credits will be applied towards the City's Water and/or Wastewater accounts. The project in which the city will be purchasing from is located in Great Barrington, MA, which is located in the CWMA Load Zone, thus in credits must be to accounts in the same load zone.

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

Sincerely,

Orlando Pacheco  
Purchasing Director/Energy Manager

61



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

September 16, 2016

City Council President John Michitson & Members of the City Council

**RE: Cultural Council Re-Appointment**

Dear Mr. President and City Council Members:

I hereby re-appoint Ruby Lyons of 99 Cross Road, Bradford, to the Haverhill Cultural Council. This is a confirming appointment and I recommend your approval. This appointment takes effect upon confirmation and expires September 26, 2019.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf

cc: Ruby Lyons  
Karren McCabe, Chair, Haverhill Cultural Council



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

10.1

Name of Organization	Saint Vincent de Paul Society		
Address of Organization	6 Cottage Street, Haverhill, MA		
Requesting Permit for (List Type of event)	walk/race	Date & Time	9 a.m. 9/24/2016 10:00 9.m.
Location of Event	From All Saints through downtown and back		
Authorized or Contact Person	Kathy Fitts	Telephone/Cell #/Pager # (Indicate if pager)	508-265-4820

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

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

**General Release & Indemnity Agreement**

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

Signature of Authorized Agent of Organization: Kathleen Fitts Date: 8/30/2016  
 Signature Witnessed by: [Signature] Date: Aug 30, 2016

City Council will hear request for application on: \_\_\_\_\_  
 Applicant must attend Yes [ ] No [ ] (date) (time)

**Office Use**

**Permit**

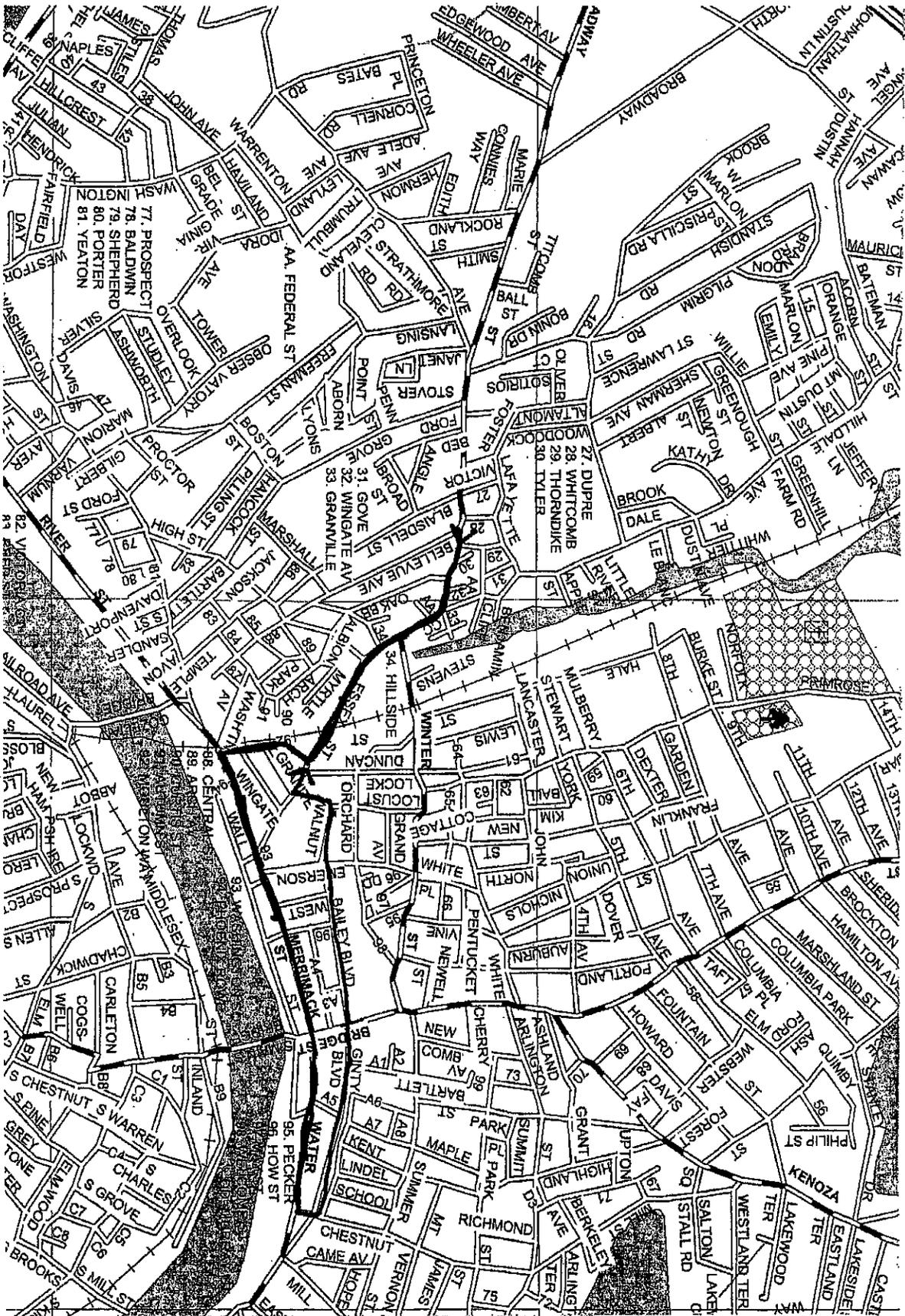
Permit approved on: \_\_\_\_\_ Proof of Insurance \_\_\_\_\_ # Detail Officers \_\_\_\_\_  
 Policy Number/Exp. Date \_\_\_\_\_

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

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

## All Saints

Beginning from ~~the~~ Church, we travel down Broadway to Moulton Way and at Railroad Square we will take a left onto Washington and continue on Merrimack St., across to Water a left on Chestnut St., Left onto Ginty Blvd and across to Bailey Blvd. We will cut across Emerson to Walnut St., Left onto Locust and a Right onto Essex travelling back up Broadway to end at All Saints Church.



2016 Friends of the Poor Walk/Run



Application for Permit

10.2

Name of Organization	St James Parish		
Address of Organization	6 Cottage ST Hav		
Requesting Permit for (List Type of event)	Road Race	Date & Time	OCT 30 10:00 AM
Location of Event	ST James School 415 Primrose St Haverhill MA		
Authorized or Contact Person	Rev. Robert Murray	Telephone/Cell #/Pager # (Indicate if pager)	978-372-8537

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

Approval of Fire Chief (Where applicable)			
Approval of the Recreational Director Required for all recreational facilities	Signature	Date	Comments/Restrictions
Approval of the Chief of Police Required for all OUTDOOR EVENTS I.e.: Parades/Carnivals/Community Events	<i>[Signature]</i>	8/29/16	App 15 needed

General Release & Indemnity Agreement

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

Signature of Authorized Agent of Organization: *Kathleen Darby* Date: 8/29/16

Signature Witnessed by: *[Signature]* Date: 8/29/16

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

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

Office Use

Permit

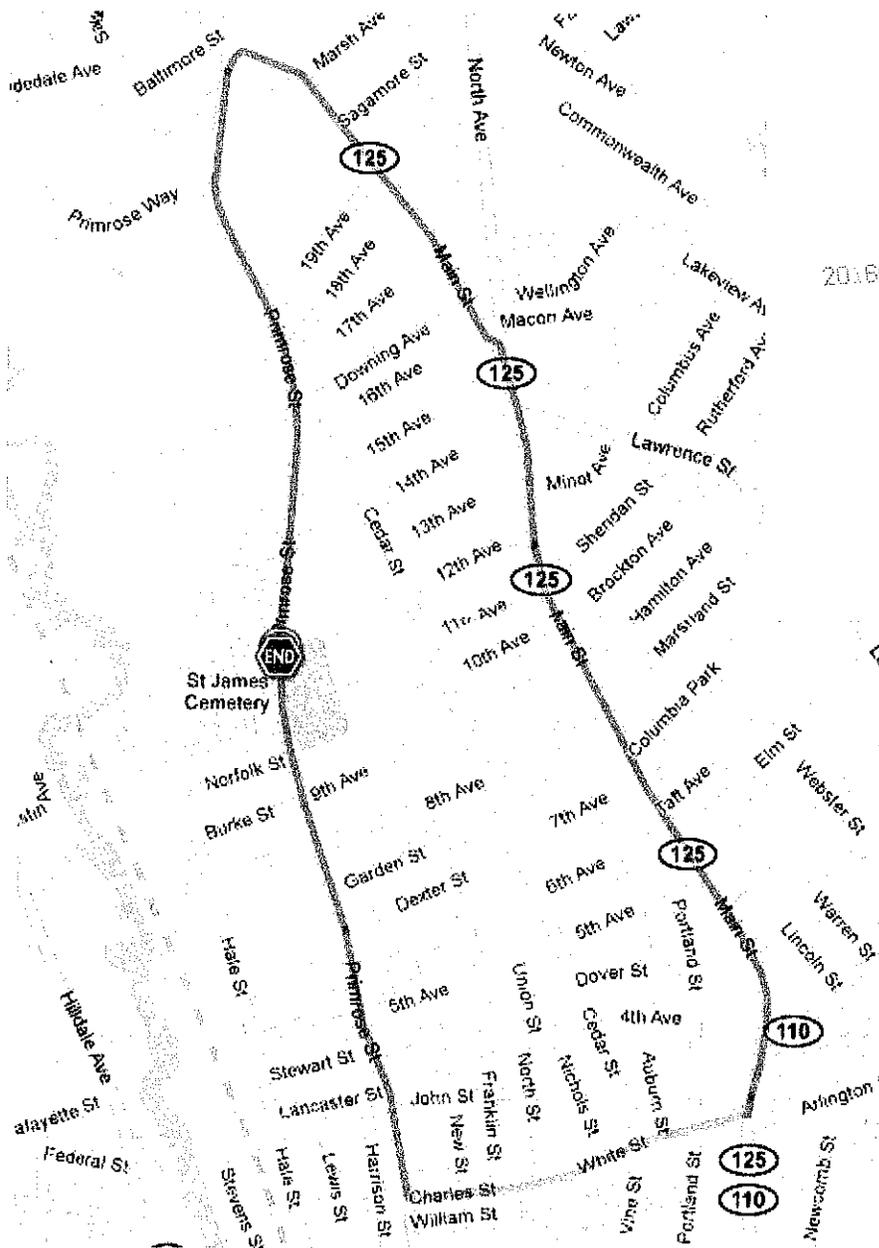
Permit approved on: \_\_\_\_\_ Proof of Insurance \_\_\_\_\_ # Detail Officers \_\_\_\_\_  
Policy Number/Exp. Date \_\_\_\_\_

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

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

# St. James Parish Halloween 5K Road Race

## Course map



**Start:** St. James School (415 Primrose St.)

- ◆ Turn Right on Primrose St.
- ◆ Turn Right on Main St. (Rt. 125 South)
- ◆ Stay right on Main St.
- ◆ Turn Right on to White St.
- ◆ Continue on to Charles St.
- ◆ Turn Right on to Primrose St.

**Stop:** St. James School (415 Primrose St.)

12.

City of Haverhill

Taxi Driver License – Ch.230 sec.20

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a license to drive a taxi in the City of Haverhill

Name: FRANK ADORNO

Address: 8 FORD ST

Applicant phone number: 978-489-4330

Any driver of vehicle(s) must provide name, address, DOB, SS# and Driver's license # - fill out on back.

Office use only

New  Renew (circle one)

Fee: \$50 – annual fee

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

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

Approve

Denied

 Police Chief

Please complete back side of this application

# CITY OF HAVERHILL

12.

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that they may receive a License:

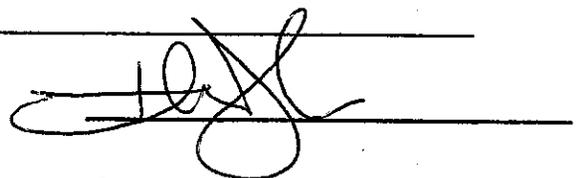
Type of license Theater License (3 Screens)

Name of business Chunky's Cinema Pub

Type of business Cinema Pub

Address of business 371 Lowell Av

Thomas Jusczenk



PRINT APPLICANT NAME

APPLICANT'S SIGNATURE

SEP 01 2016

HAVERHILL, \_\_\_\_\_, 2015

### OFFICE USE ONLY

RENEW

# 125.00 each screen

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

FEE # 375.00

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

ATTEST:

APPROVED

DENIED \_\_\_\_\_

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

Alan R. P. [Signature]  
POLICE CHIEF

(IF NEEDED, OTHER DEPARTMENT SIGN-OFF)

MORE INFO ON BACK

15.1



DOCUMENT

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

That the basketball courts at Cashman's Field be named in honor of Michael Rowinski, a dedicated coach and life-long resident of the City of Haverhill.



# Haverhill

Human Services –Director Vincent R Ouellette  
Phone: 978-374-2388 ext 28 Fax: 978-5212626  
vouellette@cityofhaverhill.com

To: Mayor Fiorentini  
Fr: Vin Ouellette  
Re: Michael Rowinski

Mayor,

Two years ago, Haverhill lost a true gentlemen, coach, educator, and longtime employee, Michael Rowinski. Mike grew up across the street from Cashman's field where you could find him most days playing the two sports he loved, baseball, and basketball. Although not blessed with exceptional physical talent, his love for sport, his knowledge of each and his unique ability to communicate to young people made him one of Haverhill's most respected and successful basketball and baseball coaches to serve the area. Michael coached baseball, basketball, and golf. Basketball arguably, is where he found his greatest success.

A longtime coach at NECCO, and most recently Georgetown High School he also was a key instructor at the Joe Dumas basketball camps in Detroit Michigan where he spent a few years. Joe Dumas is a former Detroit Pistons great and NBA Hall of Famer and current President of the club, being selected to instruct at his camp was a wonderful testament to Mike's ability to coach young people.

Mike's greatest attribute may not have been his knowledge or love of the games he coached but his ability to convey lessons to young people with respect and his willingness to share knowledge for their benefit and not feed his own ego.

As a behavior specialist at the Greater Lawrence Educational Collaborative, he had a unique ability to reach young people, instilling confidence in each allowing them reach heights they never expected either academically or athletically, but more importantly, he served as a trusted role model for those he taught.

Mike and I grew up together; we played sports on the playgrounds and in high school. We both were supervisors on the neighborhood playgrounds some 40 years ago and he continued working for the Recreation Dept. as the assistant director of our day program and as the director for the past 20 years, until his death January of 2014.

Mikes contribution to the department and area youth is unsurpassed. In recognition of his contributions, a fitting tribute to his legacy, and a great honor for his family, I would like to request that the basketball courts at Cashman's Field be named in his honor.

Sincerely  
Vin Ouellette  
Director

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

September 16, 2016

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

RE: Order naming the basketball courts at Cashman's Field in honor of Michael Rowinski

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

Mayor Fiorentini, City Council President Michitson and Recreation Director Vincent Ouellette request that the basketball courts at Cashman's Field be named in honor of Michael Rowinski.

Mr. Rowinski was a dedicated coach, educator and long-time City of Haverhill employee. Michael could be seen most days playing across the street from his home at Cashman's Field. Michael's commitment to the children and the residents has been truly missed and we are requesting to name the basketball courts at Cashman's Field in his honor.

I recommend approval.

Very truly yours,

**James J. Fiorentini, Mayor**

JJF/lyf



Document  
CITY OF HAVERHILL  
In Municipal Council

15.2

Ordered:

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

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Ready Refresh	\$ 13.94	Highway
Mass Municipal Assoc	\$ 105.00	Highway
AppGeo	\$ 4,000.00	Highway
Groundwork Lawrence	\$ 5,000.00	Highway



#216 6661 DIXIE HWY, SUITE 4 LOUISVILLE, KY 40258  
 eservice.readyrefresh.com

BILLING PERIOD		INVOICE NUMBER	
05/31/13 - 06/30/13		03F0439150210	
UPCOMING DELIVERIES		ACCOUNT NUMBER	
TUE-JUL 26	0439150210		
WED-AUG 24			
FRI-SEP 23			
MON-OCT 24			

CITY OF HAVERHILL PUBLIC WORKS  
 500 PRIMROSE ST  
 HAVERHILL, MA 01830

Customer Service: 800-274-5282

Thank you for choosing ReadyRefresh by Nestlé  
 We value your business.

Refresh your senses with Nestea! Buy any 2 cases of 1/2 liter Nestea bottles for only \$12.98! Available in a variety of refreshing flavors, including new Raspberry Teat Visit service.polandspring.com or call 1-800-950-9396 to add to your next order! Offer expires 9/30/13.

Pay your bill online at eservice.readyrefresh.com or by phone at 800-274-5282. It's free!

**ACCOUNT ACTIVITY**

DATE	REFERENCE #	QTY	DESCRIPTION	AMOUNT
			PREVIOUS BALANCE	0.00
08/05	4032415707	5	5 GAL PS HANDLE SPILL PROOF	12.95
08/05	4032415707	1	9 OZ PLASTIC UP 50C/SLEEVE	0.99
06/05	4032415707		BOTTLE DEPOSIT: 5 CHARGED, 5 CREDITED	0.00
06/30	F1805694		RENT	FREE
			TOTAL	13.94



**ACCOUNT SUMMARY**  
 Subject to terms on reverse side.

PREVIOUS BALANCE	—	PAYMENT/ADJUSTMENT	+	CURRENT ACTIVITY	—	PAY THIS AMOUNT
0.00		0.00		13.94		13.94



Detach this stub and return with your payment.

P.O. BOX 866192  
 LOUISVILLE, KY 40285-6192

ACCOUNT NUMBER	PAY BY	PAY THIS AMOUNT
0439150210	07/22/13	13.94
INVOICE NUMBER	BILLING DATE	AMT ENCLOSED
03F0439150210	06/30/13	

ReadyRefresh by Nestlé  
 a Division of Nestlé Waters North America Inc.  
 P.O. BOX 866192  
 LOUISVILLE, KY 40285-6192

CITY OF HAVERHILL PUBLIC WORKS  
 500 PRIMROSE ST  
 2 LOCATIONS  
 HAVERHILL, MA 01830

FOR CUSTOMER SERVICE CALL 800-274-5282

Print Any Changes On Reverse Side And Check Box.

Massachusetts Municipal Association

One Winthrop Square  
 Boston, MA 02110  
 (617) 426-7272 \* Fax (617) 695-1314

**Invoice**

Date	Invoice #
6/7/2012	MMA 18536

Bill To
City of Haverhill Human Resources Department City Hall, Room 306 4 Summer Street Haverhill, MA 01830

P.O. No	Terms	Tax Exempt No	Attendee	
May Web Ad	upon receipt			
Qty	Item	Description	Rate	Amount
	Employ List Ad...	Employment Listings on MMA Website for Position of Solid Waste Recycling Coordinator	105.00	105.00
<p><i>Need to go to Council to pay</i></p>				
			<b>Total</b>	\$105.00

**PAST DUE  
 PLEASE REMIT**



24 School Street, Suite 500

Boston, MA 02108-5113

Phone: (617) 447-2400

Fax: (617) 259-1688

Terms Net 30 Days

Tax Registration Number: 04-3124927

Michael Stankovich  
Haverhill Highway Dept.  
500 Primrose Street  
Haverhill, MA 01830

March 17, 2016  
Project No: 2016-1076.00  
Invoice No: 17674

Project 2016-1076.00 City of Haverhill MapGeo Implementation

**Professional Services from March 01, 2016 to June 30, 2016**

Phase 00001 MapGeo Implementation  
Fee

Total Fee	2,500.00		
Percent Complete	100.00	Total Earned	2,500.00
		Previous Fee Billing	0.00
			2,500.00

*Cancel  
split  
may  
para  
refuse*

	<b>2,500.00</b>
Phase	<b>\$2,500.00</b>

Phase 00002 MapGeo Subscrip  
MapGeo Hosting: 3/1/16-6/30/16

Total Fee	1,000.00		
Percent Complete	100.00	Total Earned	1,000.00
		Previous Fee Billing	0.00
		Current Fee Billing	1,000.00
		<b>Total Fee</b>	<b>1,000.00</b>

**Total this Phase \$1,000.00**

Phase 00003 Additional Themes  
Fee

Total Fee	500.00		
Percent Complete	100.00	Total Earned	500.00
		Previous Fee Billing	0.00
		Current Fee Billing	500.00
		<b>Total Fee</b>	<b>500.00</b>

**Total this Phase \$500.00**

**Total this Invoice \$4,000.00**

# Groundwork Lawrence,

# Invoice

Lawrence, MA 01840

Phone # 978-974-0770

Fax # 978-974-0882

E-mail hmcannan@groundworklawrence.org

Web Site www.groundworklawrence.org

Date	Invoice #
11/13/2015	Trees 15

Bill To		P.O. No.	Project
Michael Stankovich Department of Public Works City of Haverhill 4 Summer Street Haverhill, MA 01830			
Quantity	Description	Rate	Amount
1	Consultant Contract for Street Trees Planning Project	5,000.00	5,000.00
<b>Total</b>			<b>\$5,000.00</b>

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

September 16, 2016

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

RE: FY16 Bills

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

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

I recommend approval.

Very truly yours,

**James J. Fiorentini, Mayor**

JJF/ah

# Haverhill

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



Date: August 31, 2016

To: James J. Fiorentini  
 Mayor

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

Subject: Proposed Loan Order  
 20-inch and 36-inch Water Transmission Mains

Enclosed for your review and approval is a proposed loan order in the amount of \$3,088,000.00 and Authority to File document to fund the cost of construction of improvements to the City's 20-inch and 36-inch water transmission mains along Amesbury Road between the water treatment plant and Humphrey Street.

This project is recommended in the 2010 Water System Master Plan and is the first phase to improve the transmission network that delivers water from the treatment plant to the distribution system. The project includes rehabilitation of approximately 1,750 linear feet of existing 20-inch pipe, installation of 1,100 linear feet of 12-inch through 36-inch new pipe, and installation of new 6-inch through 36-inch valves. Enclosed is a more detailed project description and map.

The goal is to significantly improve the reliability and increase capacity to deliver water to the distribution system. We expect to bid and award the construction contract by the spring of 2017 with construction to start July 2017. Construction is anticipated to be complete in July 2018.

The loan is eligible for a low-interest loan from DEP's State Revolving Fund (SRF) loan program. To remain eligible, an approved loan order needs to be submitted to the Massachusetts Department of Environmental Protection (DEP) by September 30, 2016.

Attached is a copy of Draft Schedule C, which is the hypothetical debt schedule for the loan over a 20-year period. Payments are expected to begin in fiscal year 2019 with a payment of \$206,000 and approximately \$192,000 each year after that for 20 years.

Also attached is a copy of the Water Division's 5-Year financial forecast from the FY17 budget showing user rates forecasted for the next 5 years. The loan payments for this project are included in the forecast. The rate impact is approximately \$0.08 per hundred cubic feet.

15-II

Subject: Proposed Loan Order  
20-inch and 36-inch Water Transmission Mains

page 2

If the loan order is acceptable to you, I will coordinate with the Auditor/Financial Director to prepare a final version for submittal to City Council for the September 6<sup>th</sup> meeting. I will be attending the City Council meeting on September 20, 2016 to give a brief presentation and answer questions.

If you need additional information, please email [rward@haverhillwater.com](mailto:rward@haverhillwater.com) or call me at (978) 374-2382.

Enclosures

Cc: Michael Stankovich, Director of Public Works  
Charles Benevento, Auditor/Finance Director  
William Pauk, Finance/Project Manager

IN CITY COUNCIL: September 6 2016  
LOAN ORDER & AUTHORITY TO FILE <sup>10 BE</sup> (VOTED ON:) September 20 2016  
Attest:

---

City Clerk

15-I



DOCUMENT 15-I

17.1.1

# CITY OF HAVERHILL

In Municipal Council September 6 2016

ORDERED:

That \$3,088,000.00 is appropriated for the purpose of financing the engineering and construction of improvements to water transmission mains including without limitation all costs thereof as defined in Section 1 of Chapter 29C of the General Laws; that to meet this appropriation the Treasurer with the approval of the Mayor is authorized to borrow \$3,088,000.00 and issue bonds or notes therefore under Chapter 44 of the General Laws and/or Chapter 29C of the General Laws; that such bonds or notes shall be general obligations of the City unless the Treasurer with the approval of the Mayor determines that they should be issued as limited obligations and may be secured by local system revenues as defined in Section 1 of Chapter 29C; that the Treasurer with the approval of the Mayor is authorized to borrow all or a portion of such amount from the Massachusetts Clean Water Trust established pursuant to Chapter 29C; and in connection therewith to enter into a financing agreement and/or a security agreement with the Trust and otherwise to contract with the Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the project or for the financing thereof; that the Mayor is authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the project and to take any other action necessary to carry out the project.

PLACED ON FILE for at least 10 days

Attest:

---

City Clerk

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL**  
**MASSACHUSETTS**

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

August 31, 2016

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

RE: Loan Order

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

Attached please find a letter from Robert Ward, Haverhill DPW Director, regarding a loan order in the amount of \$3,088,000.00 to fund the cost of construction of improvements of the city's water transmission mains along Amesbury Road between the water treatment plant and Humphrey Street.

I recommend approval.

Very truly yours,



**James J. Fiorentini**  
Mayor

JJF/lyf

17.1.2



**CITY OF HAVERHILL**

In Municipal Council September 6 2016

ORDERED:

**AUTHORITY TO FILE**

Whereas, the City of Haverhill, after thorough investigation, has determined that the work activity consisting of construction activities related to improvements to water transmission mains is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Massachusetts Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth ("Chapter 21" and "Chapter 29C") are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Drinking Water Protection Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by the Haverhill City Council as follows:

1. That the Mayor is hereby authorized on behalf of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;
2. That the purpose of said loan(s), if awarded, shall be to fund construction activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

POSTPONED TO SEPTEMBER 20 2016 FOR VOTE WITH LOAN ORDER

Attest:

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

## **20-Inch and 36-Inch Water Transmission Main Improvements**

### **Project Description**

Drinking water is delivered to Haverhill's water distribution system from the water treatment plant (WTP) through a network of 20-inch and 36-inch transmission mains. There is approximately 23,100 feet of 20-inch pipe installed in the 1890's and approximately 2,600 feet of 36-inch pipe installed in 1980. This network runs along Amesbury Road, Kenoza Avenue, Humphrey Street, and cross-country from the Gale Hill water storage tank to Main Street. This transmission network includes valves designed to allow sections to be isolated and shut down in the event of a main break or other emergency.

The Water System Master Plan completed in 2010 identified a number of deficiencies with the 20-inch and 36-inch transmission network. This project is based on recommendations made in the Master Plan and addresses approximately 2,000 feet of this network located at the water department and along Amesbury Road to Humphrey Street.

The 36-inch transmission main from the WTP along Amesbury Road is currently the only feed to the distribution system including Gale Hill water storage tank, which is the City's primary water storage. This puts the majority of the city at risk in the event of a water main break along this segment of the distribution system or other emergency. Currently, if a water main break on this line were to occur, the City's ability to provide water service and fire protection would be severely limited until the break was isolated, repaired, disinfected, and tested, or an emergency temporary bypass water main was constructed to allow the treatment plant to supply water to the distribution system.

The proposed project includes establishing a parallel main to the 36-inch main by cleaning and lining approximately 1,750 feet of existing 20-inch main, installing approximately 340 feet of new 36-inch main, installing approximately 550 feet of new 20-inch main, constructing interconnections between the 36-inch and 20-inch transmission mains and installing/replacing valves along the mains.

Completing the project will provide redundancy from the WTP to the distribution system and the Gale Hill water storage tank as well as much of northeast Haverhill including Rocks Village, Northern Essex Community College, and Whittier Vocational School. This project will also provide much needed isolation control of the existing 36-inch and 20-inch transmission mains, and increased capacity of the existing 20-inch transmission main. This will allow the City to provide uninterrupted water service and fire protection in the event of a catastrophic event.



40 Shattuck Road | Suite 110  
 Andover, Massachusetts 01810  
 866.702.6371 | www.woodardcurran.com

COMMITMENT & INTEGRITY DRIVE RESULTS

DESIGNED BY: EVR  
 CHECKED BY: IRP  
 22664400 - PRESENTATION PLANS  
 DWG

CITY OF HAVERHILL - PUBLIC WORKS  
 DEPARTMENT/WATER DIVISION  
 HAVERHILL, MASSACHUSETTS

TRANSMISSION MAIN IMPROVEMENTS  
 FIGURE 1

JOB NO. 226644  
 DATE: AUGUST 2016  
 SCALE: AS NOTED

TRANSMISSION MAIN IMPROVEMENTS



LEGEND

- CEMENT LINED DUCTILE IRON PIPE
- - - CLEAN AND LINE EXISTING WATER MAIN
- EXISTING WATER MAIN



SCALE IN FEET

# Draft Schedule C

Prepared by MW PAT

Aug, 30 2016 - 10:01 AM

## Massachusetts Clean Water Trust Preliminary Structuring Analysis City of Haverhill CW-16-XX

Initial Loan Amount	3,088,000.00	Loan Origination Fee (\$5.5/1000)	16,984.00
Principal Forgiveness		Loan Term (in years)	20
Net Loan Obligation	3,088,000.00	Loan Rate	2.00%
		Closing Date	2/1/2018
		First Interest	7/15/2018
		First Principal	1/15/2019

Date	Principal	Interest	Total Debt Service	Admin Fee (0.15%)	Loan Origination Fee	Total Debt Service	Annual Debt Service
2/1/2018							
7/15/2018		28,135.11	28,135.11	2,316.00	16,984.00	47,435.11	
1/15/2019	124,913.00	30,880.00	155,793.00	2,316.00		158,109.00	205,544.11
7/15/2019		29,630.87	29,630.87	2,222.32		31,853.19	
1/15/2020	127,628.00	29,630.87	157,258.87	2,222.32		159,481.19	191,334.37
7/15/2020		28,354.59	28,354.59	2,126.59		30,481.18	
1/15/2021	130,401.00	28,354.59	158,755.59	2,126.59		160,882.18	191,363.37
7/15/2021		27,050.58	27,050.58	2,028.79		29,079.37	
1/15/2022	133,235.00	27,050.58	160,285.58	2,028.79		162,314.37	191,393.75
7/15/2022		25,718.23	25,718.23	1,928.87		27,647.10	
1/15/2023	136,131.00	25,718.23	161,849.23	1,928.87		163,778.10	191,425.19
7/15/2023		24,356.92	24,356.92	1,826.77		26,183.69	
1/15/2024	139,090.00	24,356.92	163,446.92	1,826.77		165,273.69	191,457.38
7/15/2024		22,966.02	22,966.02	1,722.45		24,688.47	
1/15/2025	142,113.00	22,966.02	165,079.02	1,722.45		166,801.47	191,489.94
7/15/2025		21,544.89	21,544.89	1,615.87		23,160.76	
1/15/2026	145,201.00	21,544.89	166,745.89	1,615.87		168,361.76	191,522.51
7/15/2026		20,092.88	20,092.88	1,506.97		21,599.85	
1/15/2027	148,357.00	20,092.88	168,449.88	1,506.97		169,956.85	191,556.69
7/15/2027		18,609.31	18,609.31	1,395.70		20,005.01	
1/15/2028	151,581.00	18,609.31	170,190.31	1,395.70		171,586.01	191,591.02
7/15/2028		17,093.50	17,093.50	1,282.01		18,375.51	
1/15/2029	154,876.00	17,093.50	171,969.50	1,282.01		173,251.51	191,627.03
7/15/2029		15,544.74	15,544.74	1,165.86		16,710.60	
1/15/2030	158,242.00	15,544.74	173,786.74	1,165.86		174,952.60	191,663.19
7/15/2030		13,962.32	13,962.32	1,047.17		15,009.49	
1/15/2031	161,681.00	13,962.32	175,643.32	1,047.17		176,690.49	191,699.99
7/15/2031		12,345.51	12,345.51	925.91		13,271.42	
1/15/2032	165,195.00	12,345.51	177,540.51	925.91		178,466.42	191,737.85
7/15/2032		10,693.56	10,693.56	802.02		11,495.58	
1/15/2033	168,785.00	10,693.56	179,478.56	802.02		180,280.58	191,776.15
7/15/2033		9,005.71	9,005.71	675.43		9,681.14	
1/15/2034	172,453.00	9,005.71	181,458.71	675.43		182,134.14	191,815.28
7/15/2034		7,281.18	7,281.18	546.09		7,827.27	
1/15/2035	176,202.00	7,281.18	183,483.18	546.09		184,029.27	191,856.54
7/15/2035		5,519.16	5,519.16	413.94		5,933.10	
1/15/2036	180,031.00	5,519.16	185,550.16	413.94		185,964.10	191,897.19
7/15/2036		3,718.85	3,718.85	278.91		3,997.76	
1/15/2037	183,944.00	3,718.85	187,662.85	278.91		187,941.76	191,939.53
7/15/2037		1,879.41	1,879.41	140.96		2,020.37	
1/15/2038	187,941.00	1,879.41	189,820.41	140.96		189,961.37	191,981.73
7/15/2038							
	3,088,000.00	689,751.57	3,777,751.57	51,937.23	16,984.00	3,846,672.81	3,846,672.81

Notes:

## 5-Year Forecast

As part of the annual financial planning process, the Water Division develops a 5-year financial forecast of revenues, expenses and rate requirements. To assemble this forecast, the Division estimates the level of expenditures to maintain and operate the water system, provide basic services and meet financial obligations. Estimates of water demands are made to calculate user rate revenues. Projected rates are set forth below.

The 5-year forecast includes estimated debt payments for significant water system improvements including:

- Improvements to the water treatment plant: Construction is anticipated to begin in FY17.
- Improvements to the City's 20 and 36-inch water transmission mains: Construction anticipated to begin in FY17.

The 5-year capital plan is shown on page 18 and was developed using recommendations from the Water System Master Plan completed in 2010 and subsequent engineering.

Based on the projected rates for 2017 through 2021, annual household charges for the average Haverhill customer yield average, projected dollar cost increases from \$250/yr. in FY17 to \$388/yr. in FY21.

5-Year Forecast						
	Budget	Mayor	Forecast	Forecast	Forecast	Forecast
	FY16	Allowed	Forecast	Forecast	Forecast	Forecast
		FY17	FY18	FY19	FY20	FY21
<b>Water-Revenue</b>						
User rate	\$2.78	\$2.78	\$3.09	\$3.45	\$3.85	\$4.32
Percent Change	2.6%	0.0%	11.2%	11.7%	11.6%	12.2%
Water-Residential Usage	1,223,805	1,223,805	1,223,805	1,223,805	1,223,805	1,223,805
Water-Commercial Usage	1,087,223	1,087,223	1,087,223	1,087,223	1,087,223	1,087,223
Residential Usage	\$ (3,402,178)	\$ (3,402,178)	\$ (3,781,558)	\$ (4,222,128)	\$ (4,711,650)	\$ (5,286,838)
Commercial Usage	\$ (3,022,480)	\$ (3,022,480)	\$ (3,359,520)	\$ (3,750,920)	\$ (4,185,809)	\$ (4,696,804)
Charge for Services	\$ (803,000)	\$ (736,500)	\$ (736,000)	\$ (736,000)	\$ (736,000)	\$ (736,000)
Water Infrastructure Fee	\$ (30,000)	\$ (25,000)	\$ (25,000)	\$ (25,000)	\$ (25,000)	\$ (25,000)
Water Supply Fee	\$ (140,000)	\$ (120,000)	\$ (120,000)	\$ (120,000)	\$ (120,000)	\$ (120,000)
Other Revenue	\$ (9,000)	\$ (9,000)	\$ (9,000)	\$ (9,000)	\$ (9,000)	\$ (9,000)
Engineering Revenue	\$ (100,000)	\$ (102,000)	\$ (94,400)	\$ (94,400)	\$ (94,400)	\$ (94,400)
<b>Total Revenue</b>	<b>\$ (7,506,658)</b>	<b>\$ (7,417,158)</b>	<b>(\$8,125,478)</b>	<b>(\$8,957,448)</b>	<b>(\$9,881,859)</b>	<b>\$ (10,968,042)</b>
<b>Water-Expenditures</b>						
Salaries-Water	\$ 2,025,726	\$ 2,062,789	\$ 2,161,525	\$ 2,199,795	\$ 2,231,895	\$ 2,264,826
Benefits - Water & Engineering	\$ 778,072	\$ 825,889	\$ 857,724	\$ 890,809	\$ 925,713	\$ 961,999
Expenses-Water	\$ 2,497,955	\$ 2,555,712	\$ 2,738,927	\$ 2,848,484	\$ 2,962,424	\$ 3,080,921
Engineering	\$ 417,214	\$ 427,470	\$ 447,040	\$ 455,497	\$ 462,656	\$ 469,930
Debt	\$ 1,094,811	\$ 1,104,858	\$ 1,277,773	\$ 3,738,741	\$ 3,634,676	\$ 3,559,489
Insurance	\$ 142,834	\$ 142,834	\$ 142,834	\$ 142,834	\$ 142,834	\$ 142,834
Capital	\$ 1,170,500	\$ 1,099,500	\$ 484,500	\$ 484,500	\$ 484,500	\$ 484,500
<b>Total Expenditures</b>	<b>\$ 8,127,112</b>	<b>\$ 8,219,052</b>	<b>\$ 8,110,323</b>	<b>\$ 10,760,660</b>	<b>\$ 10,844,697</b>	<b>\$ 10,964,499</b>
<b>Surplus/(Deficit)</b>	<b>\$ (620,454)</b>	<b>\$ (801,894)</b>	<b>\$ 15,155</b>	<b>\$ (1,803,212)</b>	<b>\$ (962,838)</b>	<b>\$ 3,543</b>

172

20-1



# CITY OF HAVERHILL

In Municipal Council September 6 2016

~~ORDERED~~ MUNICIPAL ORDINANCE

CHAPTER 240

## An Ordinance Relating to Parking (96 Broadway—Establish Handicap Parking)

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

LOCATION	REGULATION	HOURS/DAYS
<u>96 Broadway</u>		
At side door of 96 Broadway on Bedford Street except for 1-24 hour handicap parking space at No. 96	No Parking	24 Hours

APPROVED as to legality:

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

PLACED ON FILE for at least 10 days

Attest:

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

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

BACK-UP

\*NEW   
\*RENEWAL

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

NAME: Darlene G NUZZI

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

TELEPHONE #: 978-377-7728

VEHICLE TYPE: "Varies"

PLATE #: Varies - Elder Companion

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

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

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

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

Darlene Nuzzi  
Applicant Signature

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

Approve  Denied

Reason for denial

Ala R. [Signature]

Chief of Police Signature

Approve  Denied

Reason for denial

City Council Approval

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

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

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



# Haverhill

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

August 24, 2016

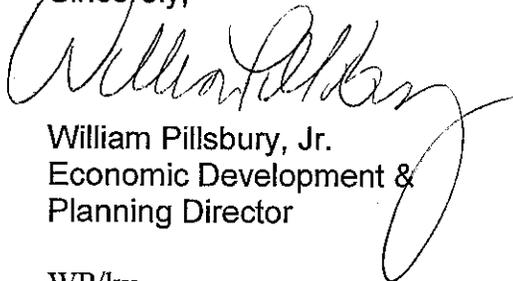
John A. Michitson, Council President  
& City Council Members  
City Hall—Room 204  
City of Haverhill

**RE: No. 96 Broadway—REQUEST TO ADD/ESTABLISH A HANDICAP  
PARKING SPACE—(at side door on Bedford Street)**

Dear Council President Michitson & Councilors:

As per the attached request for handicap parking to Chief DeNaro from the applicant Darlene Nuzzi of 96 Broadway, dated July 13, 2016, I am submitting a Municipal Ordinance to allow a handicapped parking space for the applicant that lives at the location of 96 Broadway to be located at the side door on Bedford Street considering her house was built on a steep hill that fronts Broadway and requires her to climb 22 steps. It was noted by Officer Powell in his communication to Chief DeNaro and after his review of the area in question, that it was appropriate for a handicap sign at the requested location. (See attached communication from Officer Powell for more information regarding this request.)

Sincerely,



William Pillsbury, Jr.  
Economic Development &  
Planning Director

WP/lw

**CITY COUNCIL**

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



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

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

August 10, 2016

TO: Mr. William Pillsbury  
Planning and Development Director

RE: Document to Establish Handicap Parking Ordinance – 96 Broadway – **Side door on Bedford St.**

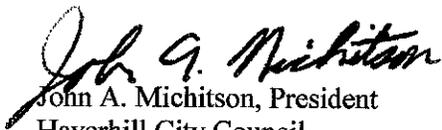
Dear Mr. Pillsbury:

At the City Council meeting held on August 9, 2016, the following request for a handicap parking space was approved and submitted by Chief DeNaro:

- 96 Broadway – *Officer Powell recommends that the sign be placed at the side door on Bedford Street*

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

Sincerely yours,

  
John A. Michitson, President  
Haverhill City Council

JAM/bsa

encl.

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

17.3



**CITY OF HAVERHILL**

In Municipal Council September 6 2016

~~ORDERED~~

**MUNICIPAL ORDINANCE**

**CHAPTER 240**

**AN ORDINANCE RELATING TO PARKING**  
**(City Hall Parking)**

**BE IT ORDAINED** by the City Council of the City of Haverhill that Chapter 240, of the Haverhill City Code, § 240-88. Schedule E: City Parking Lots., as amended, be further amended as follows:

**By adding the following at the end of this section:**

**“Traffic entering, exiting and traveling through City Hall Parking Lots shall be one way only as shown on said plan noted above by way of the arrows which detail the allowed travel direction.”**

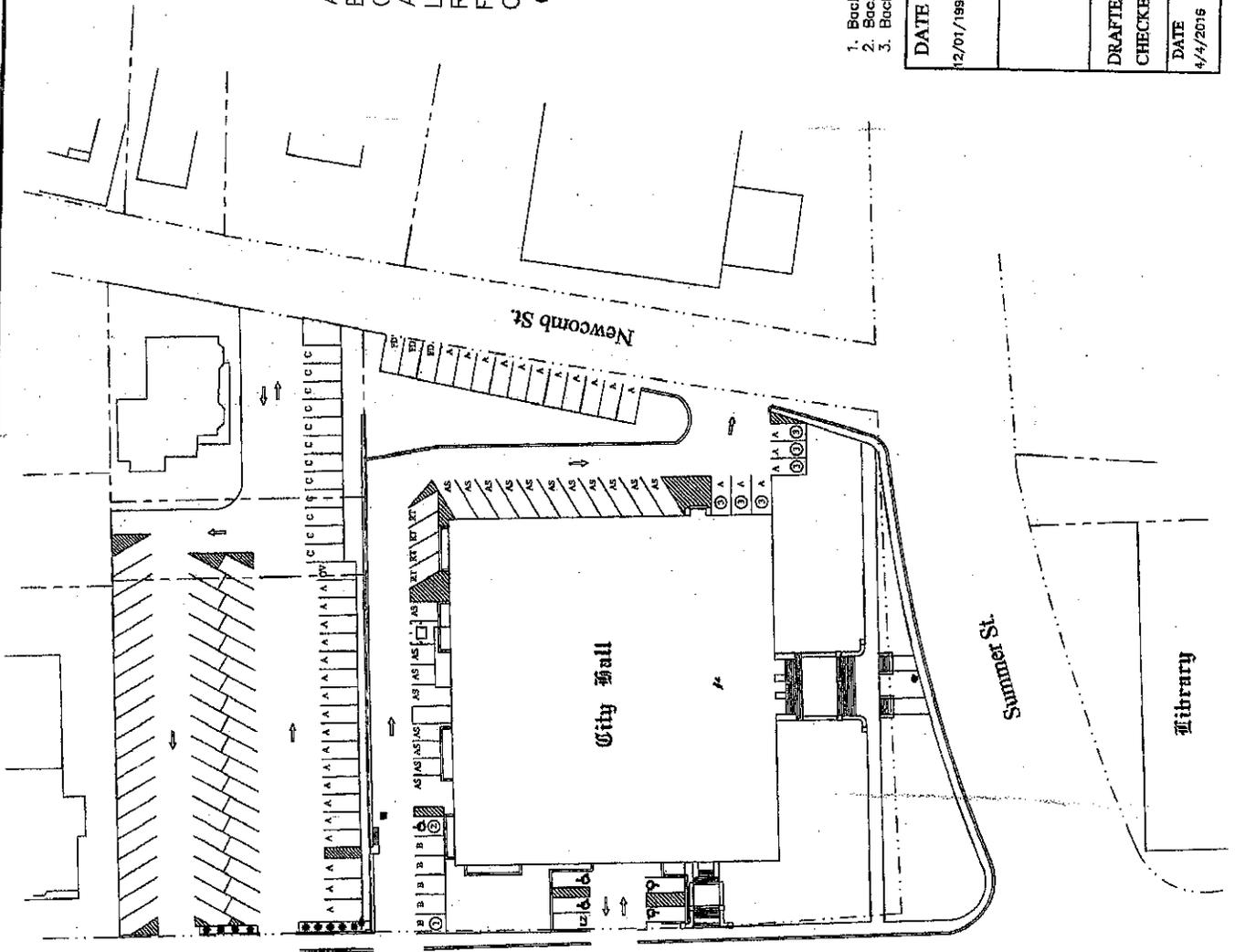
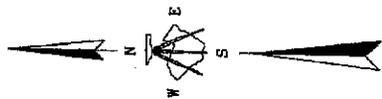
**APPROVED AS TO LEGALITY:**

  
City Solicitor

PLACED ON FILE for at least 10 days

Attest:

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



- A 1 Hour Limit
- B 30 Min. Limit
- C 10 Hour Limit
- AS Assigned Space
- LZ Loading Zone
- RT Registry Road Test
- FD Fire Department
- OV Official Vehicle
- ♿ Handicap Parking

1. Backout requires turning onto sidewalk.
2. Backout somewhat impaired by stairway.
3. Backout requires movement behind adjacent spaces.

DATE 12/01/1989	CITY ENGINEERING DIVISION  HAVERRHILL MA	SCALE 1" = 40'
PLAN OF PARKING LOCATIONS At <b>City Hall</b>		
DRAFTED TEL	TITLE CityHallParkingMap_R6.dwg	SHEET 1 OF 1
CHECKED JHP	APPROVED	SHEET <b>1</b>
DATE 4/4/2016	REVISION ADA/LZ SPACES	APPROVED JHP

Revision April 2016 PASSED- MAY 10 2016 Doc 21-B

JAMES J. FIORENTINI  
MAYOR



**CITY OF HAVERHILL**  
**MASSACHUSETTS**

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FAX 978-373-7544  
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WWW.CI.HAVERHILL.MA.US

August 31, 2016

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

RE: Ordinance Related to Parking at City Hall

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

Attached is a municipal ordinance related to parking at Haverhill City Hall, Chapter 240-88, Schedule E of the Haverhill City Code: City Parking Lots.

I recommend approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf

**CITY COUNCIL**

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



1911

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

September 16, 2016

TO: Mr. President and Members of the City Council

Councillor Joseph Bevilacqua requests a discussion about the abandoned building at Railroad Avenue and Comeau Bridge.

  
City Councillor Joseph Bevilacqua

**CITY COUNCIL**

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*PRESIDENT*  
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*VICE PRESIDENT*  
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19,23

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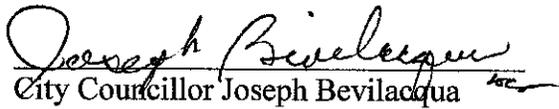
**CITY OF HAVERHILL**

**HAVERHILL, MASSACHUSETTS 01830-5843**

September 16, 2016

TO: Mr. President and Members of the City Council

Councillor Joseph Bevilacqua would like to introduce Ron MacLeod to discuss the current City Charter.

  
City Councillor Joseph Bevilacqua

19.3

**CITY COUNCIL**

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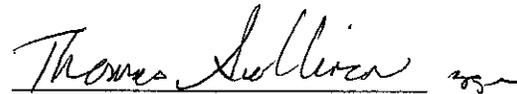
**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

September 16, 2016

TO: Mr. President and Members of the City Council

Councillors Barrett and Sullivan request a discussion regarding the continued use of Salem Street by J.R. M. trucking.

  
\_\_\_\_\_  
City Councillor Melinda Barrett

  
\_\_\_\_\_  
City Councillor Thomas Sullivan

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32,1

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**CITY OF HAVERHILL**

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**MINUTES OF THE PLANNING AND DEVELOPMENT COMMITTEE MEETING  
HELD ON THURSDAY, SEPTEMBER 15, 2016**

A Planning & Development Committee Meeting was held on Thursday, September 15, 2016 at 7:00 P.M. in the City Council office.

Committee Members: Chairperson William Macek, Councillor Andres Vargas and Councillor Joseph Bevilacqua. President Michitson and Councillor Melinda Barrett also attended.  
Department Heads: William Pillsbury – Planning & Economic Development Director  
Attendees: Ted Gaiero and Mark Nysteat

The following item was discussed:

1. **Doc.# 82** – Communication from Councillors Vargas, Barrett, and Macek requesting discussion on city-wide design review.

Councillor Macek started the meeting with an overview of current lack of design control.

Councillor Barrett spoke and reviewed a number of ways in which other communities handle their community's design review.

Mr. Pillsbury gave his opinion of what we already had for built in controls in various commercial districts and why residential controls are problematic in general. He also said he spoke with the Mayor and the Mayor said he was not in favor of design controls. Mr. Pillsbury went on to discuss the need for some signage standards and tightening down on some things.

Councillor Bevilacqua said he believes signage is very important and that our signs need some review. He went on to say that Chicago prided itself on its construction diversity. Also, to seek out quality development and to not impose strict design standards as it may drive some developers away. He stated that today that buildings need to be designed to support its tenants draw, i.e., Harbor Place's glass atrium.

Mr. Pillsbury stated how we have been able recently to get new developers to build with compatible facades.

Councillor Barrett stated we need to be communicative with new builders.

Mr. Ted Gaiero spoke in regards to the traffic patterns.

Councillor Vargas agreed that we need to be sensitive to developers. He brought up historic district and how we might go forward with protecting certain areas.

A motion was made to have Mr. Pillsbury provide, in writing, his recommendations regarding signage and design oversight along with guidance for the future with developers. Once received, the Planning & Development Committee will present it to the full City Council for adoption. Unanimously approved 3-0.

Respectfully submitted,

A handwritten signature in black ink that reads "William J. Macek" with a stylized flourish at the end.

William J. Macek, Chairperson  
Planning & Development Committee  
Haverhill City Council

September 15, 2016

WJM/bsa

c: Mayor James J. Fiorentini  
City Councillors

**CITY COUNCIL**

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**HAVERHILL, MASSACHUSETTS 01830-5843**  
**DOCUMENTS REFERRED TO COMMITTEE STUDY**

	Suspension of Rules to discuss unpermitted BnB's operating in City of Haverhill	A & F	10/20/15
6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	1/27/16 2/9/16
6-W	Communication from Councillor Bevilacqua requesting to discuss Wood School Play-ground	NRPP	2/23/16
6-Z	Communication from Council President Michitson requesting to introduce Ron MacLeod to discuss traffic & safety concerns and associated public safety resources	Public Safety	3/8/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16
51	Communication from Pres. Michitson requesting to submit petition from Burnham St. residents requesting Burnham St. be made one way coming in from Groveland St. onto Burnham	Public Safety	4/12/16
26E	City of Haverhill – Mayor's Recommendations, Capital Improvement Program – 2016-2020	A & F	5/31/16
69	Communication from John Guerin, Chair, submitting findings & recommendations of Salary Survey Commission	A & F	6/7/16
61-W	Communication from Councillor Macek requesting to introduce Roger LeMire, to discuss limited access to downtown for residents during major downtown events & to present an alternative plan	Public Safety	7/12/16
82	Communication from Councillors Vargas, Barrett, & Macek requesting discussion on city-wide design review	Planning & Development	7/12/16
	Application for Permit for Amusements, Public Shows and Exhibitions	A & F	7/26/16
31-S	Petition from Russell Chaput requesting Tag Day rules relating to soliciting on a public way be changed from 1 day to 3 days	Public Safety	8/23/16
82-T	Communication from Councillor Vargas requesting to introduce Keith Boucher of Urban Kindness to discuss "Pop-Up" City Halls	Citizen Outreach	8/23/16
82-U	Communication from Councillor Bevilacqua requesting discussion regarding street closing notifications	Public Safety	8/23/16
82-W	Communication from Councillors Daly O'Brien & Michitson requesting to introduce Ron MacLeod to discuss traffic safety issuers on streets of the North Ave. neighborhood	Public Safety	8/23/16
96-B	Communication from Councillor LePage requesting discussion regarding local regulations of building permit fees	A & F	9/6/16