



# CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, May 2, 2017 at 7:00 PM  
City Council Chambers, 4 Summer St, Room 202

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1. **OPENING PRAYER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF MINUTES OF PREVIOUS MEETINGS**
  - 3.1. Approval of Minutes from April 18 2017  
*Postponed from April 25, 2017*
  - 3.2. Approval of Minutes from April 25 2017
4. **ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**
5. **COMMUNICATIONS FROM THE MAYOR**
  - 5.1. Mayor Fiorentini submits letter of recommendation from City of Haverhill's Energy Manager, Orlando Pacheco and a contract for a *Power Purchase Agreement* between Vanguard Renewables (Haverhill AD1, LLC) and City of Haverhill. The project is a 1 megawatt(MW) anaerobic digester located at Crescent Farms. The agreement calls for City to purchase Net Metering Credits (NMC) for \$0.13/KWH  
Attachment
6. **COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**
  - 6.1. Communication from William Pillsbury, Jr, *Community Development Director*, requesting approval of **Resolution** authorizing the Mayor to submit 2017-2018 Community Development Block Grant (CDBG) Program for the City
    - 6.1.1. **RESOLUTION** – Authorizing Mayor to submit the amended Consolidated Plan for the Community Development Block Grant Program  
Attachments
7. **UTILITY HEARING(S) AND RELATED ORDER(S)**
  - 7.1. Petition from National Grid requesting pole & wire locations on Harding Avenue; Plan 19374186  
(Hearing May 16<sup>th</sup>)
8. **HEARINGS AND RELATED ORDERS**
  - 8.1. Document 43; Petition from Attorney Vincent C Manzi Jr for *Winn Development Company*; requesting Special Permit for Mixed-Use Development in a 40-R District; for redevelopment of the Mill property located at 14 Stevens st; Map 307, Block 2, Lot 9 – 82 apartment units with a small street level restaurant  
*Favorable conditional recommendation from Planning Board & Planning Director*  
Attachment
9. **PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28**
  - 9.1. Michael Maroney, 23 East Broadway to discuss lost revenue for the City of Haverhill
10. **APPOINTMENTS:**
  - 10.1. Confirming Appointments *Haverhill Historic Commission* Eric Sanders (To Be Confirmed)



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## 10.2. Non-Confirming Appointments:

10.2.1. Reappointments: All for 1 year

Alicia McOsker, <i>Treasurer &amp; Collector of Taxes</i>	Michael Stankovich, <i>Tree Warden &amp; Gypsy Moth Control Superintendent</i>
William Cox, <i>City Solicitor</i>	Richard Osborne, <i>Fence Viewer</i>
David Van Dam, <i>Mayor's Chief of Staff</i>	Michelle Hamel, <i>Poundkeeper</i>
Lisa Yarid Ferry, <i>Mayor's Secretary</i>	Karin Devlin, <i>Inspector of Animals</i>
Alan DeNaro, <i>Lock-Up Keeper</i>	Richard Mac Donald, <i>Inspector of Buildings</i>
Michael Ingham, <i>Soldiers Relief &amp; Burial Agent</i>	

Attachment

## 10.3. Resignations

## 11. PETITIONS:

11.1. Petition from *Sanders Currier Realty Trust/ Trustee* – Phil Rice for **Special Permit** to build 4 residential units within the WD Zone(Waterfront District); on the upper 2 vacant floors of an existing building at 116-122 Washington st  
**(Council Hearing July 11<sup>th</sup>)** Attachment

### 11.2. Applications

11.2.1. Application for Permit from Gina Miranda, 66 Pecker st; to hold son's birthday party in the field at the corner of Welcome & Pecker st; *Saturday, May 6<sup>th</sup>*  
*Has Police Dept approval* Attachment

### 11.3. Applications/Handicap Parking Signs:

### 11.4. Tag Days:

11.4.1. *Ozzie's Kids* August 19<sup>th</sup> Attachment

### 11.5. Annual License Renewals:

11.5.1. **Hawker Peddlers License Renewals 2017**

11.5.2. **Coin-Op License Renewals 2017**

11.5.3. **Sunday Coin-Op License Renewals 2017**

11.5.4. **Drainlayer license 2017:**

11.5.5. **Taxi Driver License**

11.5.6. **Taxi License**

## 12. MOTIONS AND ORDERS

12.1. **Order** authorize mayor to enter into and execute an "License Agreement" on behalf of City with Mass Electric Co for use of a 10' x 20' wide portion of the Licensor's premises located at Water Street for purposes of construction and maintenance of a concrete pedestrian walkway for pedestrian and bicycle use Attachment

12.2. **ORDINANCES (FILE 10 DAYS)**



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## 12.3. MONTHLY REPORTS

### 13. COMMUNICATIONS FROM COUNCILLORS

- 13.1. Communication from President Michitson requesting to present an update on the meeting with Group Homes stakeholders to address severe problems in Haverhill
- 13.2. Communication from President Michitson requesting to propose a Comprehensive Plan for Haverhill based on community support at Reach Higher School Success Forum last Thursday at Hunking School
- 13.3. Communication from Councillor Bevilacqua requesting a discussion regarding assistance to new businesses
- 13.4. Communication from Councillor Joseph Bevilacqua requesting a discussion regarding new street light locations not on the edge of the street
- 13.5. Communication from Councillor Barrett requesting to discuss the need for no passing signs on 125 in the vicinity of Jaffarian rd
- 13.6. Communication from Councillor Joseph Bevilacqua requesting a discussion regarding bike sharing opportunity

Attachments

### 14. UNFINISHED BUSINESS OF PRECEDING MEETINGS

- 14.1. Document 13-B; Ordinance re: Salaries for Administrative and Professional Positions; City Council and School Committee Member  
*filed April 19<sup>th</sup>*
- 14.2. Document 60; Order – authorize Mayor execute Easement from City to *G & C Construction Inc* relative to real property located on Stevens st – Said real property on Stevens st described in the Easement is hereby declared surplus *postponed from April 25<sup>th</sup>*
- 14.3. Document 60-B; Order – authorize Mayor to accept a certain Easement from *G & C Construction Inc* to City relative to real property located adjacent to Little River, Haverhill; for purpose of construction & maintenance of a pedestrian walkway for inhabitants of Haverhill & the general public *postponed from April 25<sup>th</sup>*

Attachments

### 15. RESOLUTIONS AND PROCLAMATIONS

- 15.1 **Proclamation** – *Letter Carriers' Stamp Out Hunger Food Drive Day*; Saturday May 13<sup>th</sup>
- 15.2 **Proclamation** – *Children's Mental Health Awareness Week*; May 7-13<sup>th</sup>

Attachments

### 16. COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

### 17. DOCUMENTS REFERRED TO COMMITTEE STUDY

### 18. ADJOURN

511



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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MAYOR@CITYOFHAVERHILL.COM  
WWW.CI.HAVERHILL.MA.US

April 28, 2017

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

RE: Power Purchase Agreement with Vanguard Renewables (Haverhill AD1, LLC) and the City of Haverhill

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 Vanguard Renewables (Haverhill AD1, LLC) and the City of Haverhill. The project is a one megawatt (MW) anaerobic digester located at Crescent Farms. The agreement calls for the City of Haverhill to purchase Net Metering Credits (NMC) for \$0.13/KWH.

I recommend approval.

Very truly yours,

**James J. Fiorentini**  
Mayor

JJF/lyf



# Haverhill

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

April 27, 2017

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

Dear Mayor:

Attached is the Power Purchase Agreement (PPA) and between Vanguard Renewables (Haverhill AD1 LLC) and the City of Haverhill. The project is a 1 Megawatt (MW) Anaerobic Digester located at Crescent Farms in Haverhill.

The Agreement calls for the City to purchase Net Metering Credits (NMC) for .13 cents per KWH. The price will increase 1% per year. The project will produce over 6 KWH annually, with the exception of the first year of operation.

The power will be assigned to the City's Northeast Massachusetts (NEMA) load zone accounts. The project has received the site assignment from the Haverhill Board of Health and the Massachusetts Department of Environmental Protection.

The documents have been reviewed by both the City Solicitor and Meister Group, the City's solar energy consultant. While we are not purchasing solar net metering, the same concept applies for purchasing net metering via anaerobic digestion, thus the document is the same as it would be for our solar net metering agreements.

Sincerely,

Orlando Pacheco  
Purchasing Director/Energy Manager

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

*These General Terms and Conditions (“General Conditions”) are dated as of 21<sup>st</sup> day of December, 2016 and are witnessed and acknowledged Haverhill AD 1 LLC (“Vanguard” or “Provider”) and City of Haverhill, Massachusetts (“Purchaser”), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into the Net Metering Credit Purchase Agreements that may be entered into between and Purchaser or between their respective affiliates. Except to the extent or Purchaser becomes a party to a Net Metering Credit Purchase Agreement that incorporates these General Conditions, these General Conditions shall have no binding effect upon or Purchaser.*

1. DEFINITIONS.

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

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

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

“Agreement” means the Net Metering Credit Purchase Agreement.

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

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

“Anticipated Commercial Operation Date” has the meaning set forth in the Special Conditions, which date shall be extended day-for-day for Force Majeure Events and for other events outside of Provider’s reasonable control, including but not limited in construction and interconnection by the Local Electric Utility .

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

“Assignment” has the meaning set forth in Section 13.1.

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

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

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

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

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

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

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

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

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

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

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

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

“General Conditions” means these Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a 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 System, 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 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.

“Renewable Energy 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 renewable energy subsidies and incentives.

“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.

“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” means the equipment, including, without limitation, the waste receiving, pre-processing and digester feeding systems, anaerobic digester, methane recovery system, turbines, pipes, wiring devices, and wiring, that comprise the anaerobic digestion net metering facility, as defined by the Net Metering Rules, located on the Premises.

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

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

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

## 2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years from the Commercial Operations Date specified in the Special Conditions for the Initial Term, unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for two (2) additional five (5) year term (each 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 deployment of materials and machinery on the Premises to install the System. Further, Purchaser may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 90 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, if an interconnection services agreement is not obtained within 60 days after the Effective Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by electricians 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 Renewable Energy Incentives. Purchaser's purchase does not include Environmental Attributes or Renewable Energy 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 Renewable Energy Incentives or Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.3.

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

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

## 6. PRICE AND PAYMENT.

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

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

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

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

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

6.6 Billing Adjustments Following Local Electric Utility Billing Adjustments. If, as a result of a Local Electric Utility billing adjustment, the quantity of Net Metered Production is decreased (the "Electricity Deficiency Quantity") and the Local Electric Utility reduces the amount of Net Metering Credits awarded for such period, Provider shall reimburse Purchaser for the amount paid by Purchaser in consideration for the Electricity Deficiency Quantity. If as a result of such adjustment the quantity of Net Metered Production is increased (the "Electricity Surplus Quantity") and the Local Electric Utility increases the amount of Net Metering Credits for such

period, Purchaser shall pay for the Electricity Surplus Quantity at the kWh Rate applicable during such period not to exceed the Annual kWh Cap.

## 7. GENERAL COVENANTS.

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

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

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

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

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

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

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

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

(b) Host Customer. Purchaser shall execute documents to designate Purchaser as the customer of record for the Local Electric Utility meter in connection with the System and otherwise establish Purchaser as the Host Customer of each Local Electric Utility meter related to the System for purposes of the Net Metering Rules, Purchaser agrees to not execute any such documents with prior authorization from Provider. Purchaser also represents and warrants that it has not executed agreements to serve as Host Customer for other net metering facilities that total 10 MW or more as of the Effective Date.

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

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

## 8. REPRESENTATIONS & WARRANTIES.

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

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

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

- (a) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises.
- (b) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement.

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

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

## 9. TAXES AND GOVERNMENTAL FEES.

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

## 10. FORCE MAJEURE.

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

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

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

## 11. DEFAULT.

### 11.1 Provider Defaults and Purchaser Remedies.

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

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

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

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

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

(i) A Bankruptcy Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and

(iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

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

## 12. LIMITATIONS OF LIABILITY.

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

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

## 13. ASSIGNMENT.

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

As a condition of any assignment the assignor and proposed assignee shall represent and warrant to the non-assigning Party in writing that the assignee is capable of performing, and will perform, all of the obligations required of the assigning Party under this Agreement and that the assignee possesses the experience necessary to operate and maintain the 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 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”:       ”:       HAVERHILL AD 1, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

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

This Net Metering Credit Purchase Agreement (“Agreement”) is made and entered into as of this 21st day of December, 2016 (the “Effective Date”), between Haverhill AD 1, LLC, a Massachusetts 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 System at the Premises described on Schedule 1;

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

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

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

WHEREAS, the terms and conditions of this Net Metering Credit Purchase Agreement, excluding the General Conditions incorporated herein, constitute the “Special Conditions” referred to in the General Conditions.

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

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

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

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

Schedule 1	Description of the Premises & System
Schedule 2	kWh Rate
Schedule 3	Annual kWh Cap and Allocated Percentage
Schedule 4	Estimated Annual Production



Schedule 5	Notice Information
Schedule 6	Time of Payment
Schedule 7	Term

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

**HAVERHILL AD 1, LLC**

**CITY OF HAVERHILL**

By: \_\_\_\_\_  
Name: John Hanselman  
Title: Executive Chairman  
Date:

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

## SCHEDULES

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

**System Premises:** 1058 Boston Road, Haverhill MA 01835

Provider

**Premises is Owned or  
Controlled by:**

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

**System Size:** 1,000 kW (AC) (representing an initial estimate, which may vary depending on the final design of the System)

**Performance Guarantee:** Eighty Five Percent (85%) of Estimated Annual Production

**Construction Start Date:** 365 days from Effective Date

**Anticipated Commercial  
Operation Date:** 730 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 \$0.130/kWh ("kWh Rate"), increasing by one percent (1%) on each anniversary of the Commercial Operation Date.

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

Annual kWh Cap: 8,784,000 kWh

Allocated Percentage: 100%, but in no event shall the Allocated Percentage exceed 1000 kW (AC)

**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>Estimated Net Metered Production</b>	<b>Year of System Term</b>	<b>Estimated Net Metered Production</b>
1	5,326,035	11	6,785,715
2	6,785,715	12	6,804,306
3	6,785,715	13	6,785,715
4	6,804,306	14	6,785,715
5	6,785,715	15	6,785,715
6	6,785,715	16	6,804,306
7	6,785,715	17	6,785,715
8	6,804,306	18	6,785,715
9	6,785,715	19	6,785,715
10	6,785,715	20	6,804,306

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:**

Haverhill AD 1 LLC  
Attn: Daniel Voss  
20 Walnut St, Suite 308  
Wellesley, MA 02481  
781-232-7597  
*With a copy to*

Klavens Law Group, P.C.  
420 Boylston Street, Suite 610  
Boston, MA 02116  
(617) 502-6280

**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.



611

WILLIAM PILLSBURY, JR., DIRECTOR  
TELEPHONE: 978-374-2344 V/TDD  
FAX: 978-374-2332

**CITY OF HAVERHILL  
COMMUNITY DEVELOPMENT**

CITY HALL, ROOM 309  
FOUR SUMMER STREET  
HAVERHILL, MA 01830-5843

April 20, 2017

Council President John A. Michitson  
Council Office - City Hall - Room 204  
Haverhill, MA 01830

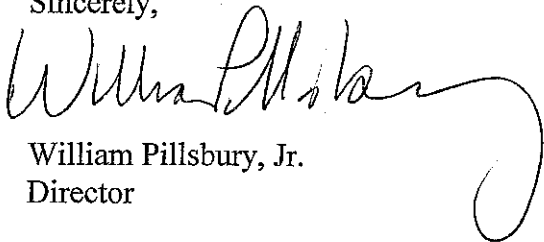
**Re: Resolution authorizing the Mayor to submit the CDBG Application**

Dear President Michitson:

I respectfully request that the City Council on Tuesday, May 2, 2017 approve the attached resolution authorizing the Mayor to submit the FY'2018 (Program Year 2017) Community Development Block Grant (CDBG) program for the City.

The resolution is attached, and your positive action on this matter is requested. Thank you for your attention to this request.

Sincerely,



William Pillsbury, Jr.  
Director

c: Mayor Fiorentini  
Andrew K. Herlihy, Division Director  
City Clerk

6111



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

~~ORDERED~~xx

RESOLUTION OF THE CITY COUNCIL OF HAVERHILL, MASSACHUSETTS, AUTHORIZING THE MAYOR TO SUBMIT THE AMENDED CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED THEREIN.

WHEREAS: the City of Haverhill is entitled to receive federal financial assistance under the Housing and Community Development Act of 1974, as amended, and

WHEREAS: to secure such financial assistance, it is necessary to file an annual amendment to the Consolidated Plan, and

WHEREAS: the Housing and Community Development Act of 1974, as amended, requires each municipality to give assurances with respect to Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED THAT

1. The Mayor, as Chief Executive Officer, is hereby authorized as follows:
  - a. To file said amendment to the Consolidated Plan with the U.S. Department of Housing and Urban Development on or before May 15, 2017 or sixty (60) days after the date federal allocations are announced, no later than August 16, 2017.
  - b. To serve as authorized representative of the City of Haverhill in connection with said amended Consolidated Plan, and to provide such additional information as may be required.
2. The Mayor, his designee, and City Solicitor, in their respective capacities, are hereby authorized to sign all necessary documents for implementation of the City's Community Development Block Grant program.
3. The Secretary of Housing and Urban Development be, and is hereby, assured of full compliance by the City of Haverhill with the assurances attached hereto and made part thereof.

Hearing May 16  
2017

Questions contact – Stefanie Steeves 978 725 1159

**PETITION FOR POLE AND WIRE LOCATIONS**

North Andover, Massachusetts

711

To the City Council  
Of Haverhill Massachusetts

NATIONAL GRID requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Harding Ave -National Grid proposes a pole and anchor, per request of the City of Haverhill for additional street light. National Grid requests to set a solely owned pole # 12 with anchor and street light at the end of Harding Ave. Pole will be approximately 127 feet +/- from existing pole 11.

Location approximately as shown on plan attached

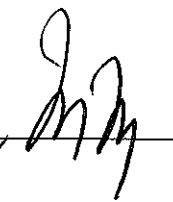
Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Harding Ave-Haverhill Massachusetts

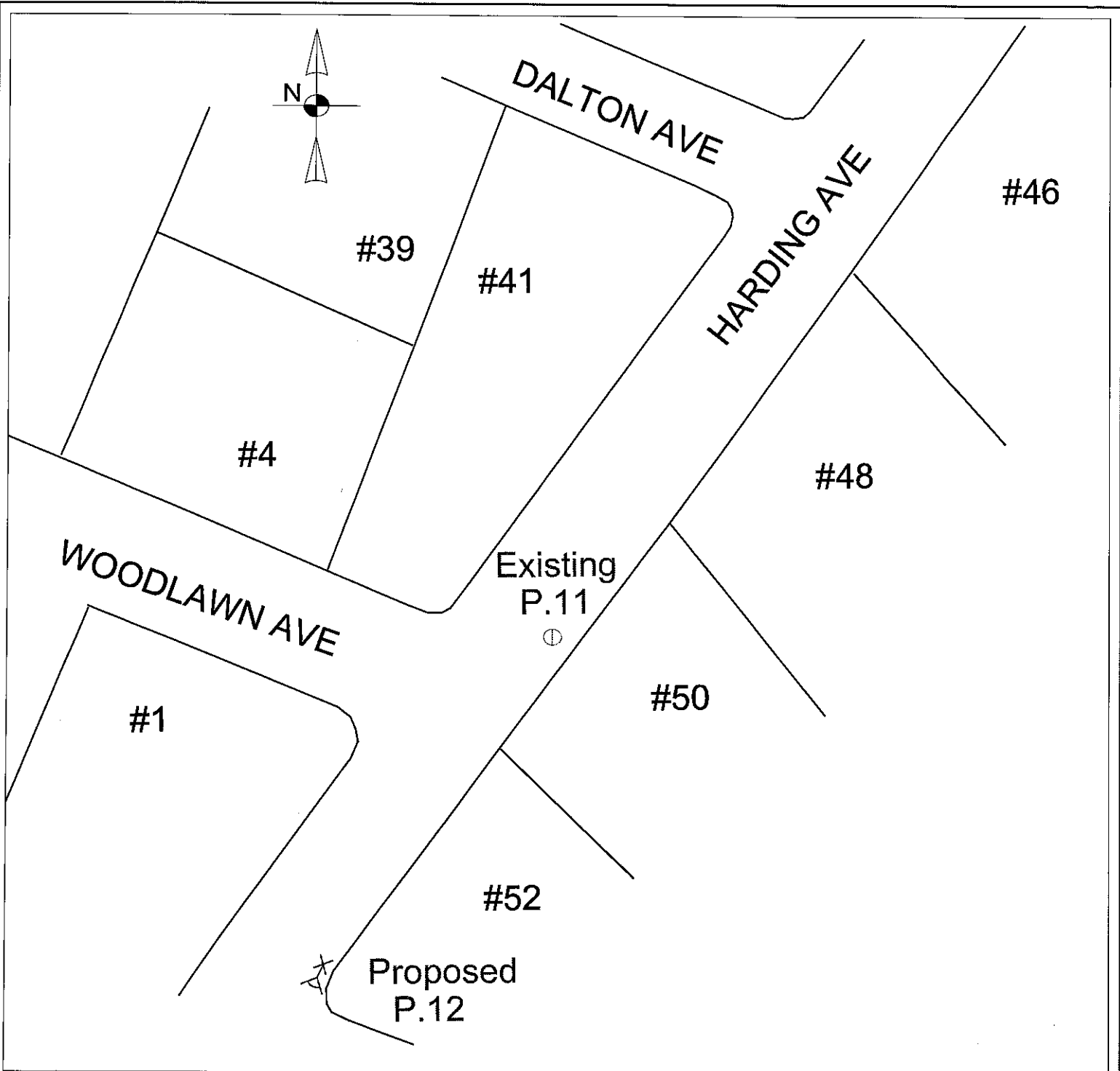
19374186 April 20, 2017

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID  
BY Chris Esposito  
Engineering Department





**Solely Owned Pole Petition**

**nationalgrid**

⓪ POLE (EXISTING)

✕ POLE (PROPOSED)

⌘ ANCHOR (PROPOSED)

Date: April 20, 2017

WORK REQUEST: 19374186

Per the City Haverhill request for additional street light, Nationalgrid request to set solely owned pole 12 with anchor and street light at the end of Harding Ave. Pole will be approximately 127' +/- from existing pole 11

To The: City Of Haverhill

For Proposed: Pole and anchor Location: Harding Ave

Drawn By: S. Steeves

DISTANCES ARE APPROXIMATE



**nationalgrid**

April 20, 2017  
City of Haverhill

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit please contact:

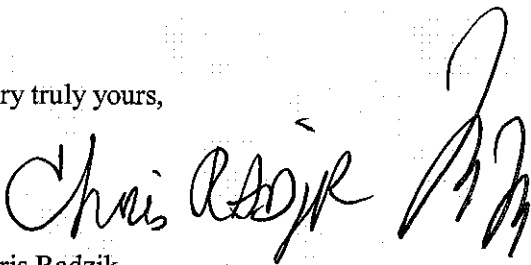
Stefanie Steeves-978-725-1159

Please notify National Grid's Maureen Miloro of the hearing date / time 978 725 1418

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Maureen Miloro; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,

A handwritten signature in black ink, appearing to read "Chris Radzik". The signature is written in a cursive, flowing style with a large, prominent initial "C".

Chris Radzik  
Supervisor, Distribution Design

Enclosures



43  
Hearings May 2 2017

8.1

**Manzi Bonanno & Bowers**  
ATTORNEYS AT LAW

280 Merrimack Street, Suite B  
Methuen, Massachusetts 01844

tel: 978.686.9000

fax: 978.794.9628

Real Estate fax: 888.655.3060

Hon. Mary McCauley Manzi (Ret.)  
Vincent C. Manzi, Jr.  
Maria Bonanno  
James M. Bowers

*Of Counsel*  
Charles Scott Nierman  
Rachel L. Judkins  
Alex Moskovsky

*Paralegal*  
Jennifer M. Boylan  
Paulina Taveras

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

March 9, 2017

MAP 307-Block 2 - LOT 9

Re: 14 Stevens Street  
Request for Special Permit for Mixed-Use Development in a 40-R District

Dear Madam Clerk,

On behalf of Winn Development Company, L.P., we hereby submit thirty (30) sets of development plans and architectural plans for the redevelopment of the Mill Property located at 14 Stevens Street. We are requesting a special permit for mixed-use development in the 40-R district.

Please refer this matter to the planning board for their April 12<sup>th</sup> meeting for consideration of a recommendation to the City Council.

Please place the special permit request on the City Council agenda for a public hearing at their May 2<sup>nd</sup> scheduled meeting.

Thank you for your consideration and cooperation in this matter. If you have any further questions, please do not hesitate to contact me.

*We waive the 60 Day hearing requirement.*

IN CITY COUNCIL: March 21 2017  
REFER TO PLANNING BOARD AND  
VOTED: that COUNCIL HEARING BE HELD  
MAY 2 2017  
Attest:

\_\_\_\_\_  
Cit Clerk

Very Truly Yours,

\_\_\_\_\_  
Vincent C. Manzi, Jr.



## Memorandum

To: Mr. Richard Relich  
Arch Communities, LLC  
112 Water Street, Suite 600  
Boston, MA 02109

Date: February 6, 2017

Project #: 13440.00

From: Vinod Kalikiri, P.E., PTOE  
Keith Weners, P.E.

Re: Pentucket Mills Redevelopment  
14 Stevens Street  
Haverhill, Massachusetts

### Traffic Evaluation

VHB has conducted a traffic evaluation in support of the proposed redevelopment of an old mill building Site located on the northwest corner of the intersection of Winter Street and Stevens Street in Haverhill, Massachusetts. The Site location map is provided in Figure 1. The existing building has approximately 154,200 square feet (SF) of warehouse space. It was damaged due to a fire in the recent past and is therefore currently not occupied. The proposed redevelopment plan consists of rehabilitating and repurposing the majority of the building to create up to 82 apartment units and a small street level restaurant with up to 46 seats. Approximately a third of the existing building will be demolished to create a courtyard area for the residential use, thereby decreasing the building size to approximately 101,120 SF. A total of 128 parking spaces, split between two parking areas, will support the parking needs of the overall development. One of the parking areas that will be located on the northern side of the existing building will have 85 spaces. The second parking area will be located across the street on Stevens Street (on the east of the building) which will have 43 spaces.

This study includes an evaluation of the existing traffic operations; assessment of future conditions without the Project; and estimate of projected traffic volumes for the Project; and its potential impact on future traffic operations in the area. Based on the results of this analysis, the Project is expected to have a minimal effect on traffic operations in the vicinity of the Site.

### Existing Conditions

The Study area includes the following locations and their approach roadways:

- Winter Street at Stevens Street (Unsignalized)
- Winter Street at Lafayette Square (Signalized)

The existing conditions analysis consisted of an inventory of the traffic control, roadway, driveway, and intersection geometry in the study area, the collection of daily and peak hour traffic volumes, and the review of recent crash history.

### Study Area Roadways

#### **Winter Street, Route 97**

Winter Street is functionally classified as an urban minor arterial and is under local jurisdiction with the exception of the bridge over Little River which is under MassDOT jurisdiction. Winter Street provides one travel lane in each

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

# Fax

MARIA BEVILACQUA

To: KATIE - GAZETTE

From: City Clerk's Office

Fax: 978-685-2432

Date: March 16 2017

Phone: 978-946-2157

Pages: 2

re: Hearing - 14 Stevens St

CC:

Urgent

For Review

Please Comment

Please Reply

Please Recycle

Hi Katie -

please run 2 times

April 14 & April 21 2017

Thanks!

Maria

978-420-3624



# Haverhill

---

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

April 14 2017

Notice is hereby given that a hearing will be held for all parties interested, in the Council Chambers, City Hall Building, on Tuesday, May 2 2017 at 7:00 o'clock P.M. on an application from Attorney Vincent C Manzi Jr for Winn Development Company, requesting Hearing for Special Permit for Mixed-Use Development in a 40-R District; for redevelopment of the Mill property located at 14 Stevens st – 82 apartment units with a small street level restaurant

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

Linda L Koutoulas  
City Clerk

**Advertise: April 14 & April 21 2017**



# Haverhill

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

2017APR28AM02:54AM C1110

May 2, 2017

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

FROM: William Pillsbury, Jr. Economic Development and Planning Director

SUBJECT: **Special permit for 0,14 and 30 Stevens Street**

This is a special permit plan filed with the city council and requiring a recommendation from the planning board. On April 12, 2017 the Planning Board held a hearing and made a unanimous favorable recommendation to the City Council. The Planning board unanimous recommendation came without any opposition and a great deal of support for the project.

The plan submitted by Winn Development Company proposes the complete renovation of the Stevens Street mill complex. The project will consist of 82 one and two bedroom rental residential units and a commercial space projected to be a restaurant overlooking the little river adjacent to the property. This proposal is a major development investment, which will significantly enhance the transformation of the Stevens street/ little river area.

The developer, Winn Company has worked closely with the city in the development of the detailed plans and as such has indicated their strong desire to be a major player in the redevelopment of downtown Haverhill. Winn is presenting the city with a project which meets all of the criteria set forth in our Chapter 40R zoning.

128 new parking spaces will be provided at the property to service the project. Additionally, there will be a park area and walkway along Little River which will significantly improve the public access to the riverfront area.

The plan has been reviewed by the city departments and their comments are in your packages. No objections have been received. I recommend that the letters from all of the departments be incorporated and included as part of the action by the city council.

201709280952

This project represents a substantial investment in one of the downtowns remaining vacant buildings and will provide much needed commercial and residential uses to the downtown and result in a major increase in jobs and taxes.

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

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

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

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

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

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

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

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

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

- The requested use preserves historical buildings and uses.

I strongly recommend that the City Council approve the proposed project as presented.

**Recommendation: Approve the proposed plan as presented.**



# Haverhill

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

Planning Board Meeting 4/12/17  
7:00 p.m., Room 202---City Council Chambers  
Haverhill, MA 01830

## Stevens Street Special Permit for property numbered 0, 14, and 30

Present: Paul B. Howard, Bob Driscoll, Jack Everette, Alison Colby Campbell, April DerBoghosian, Karen Buckley and Bill Evans  
Absent: Karen J. Peugh & Kenneth Cram  
Also Present: William Pillsbury, Jr., Director  
Lori Woodsum, Board Clerk  
Date: April 12, 2017 at 7:00 p.m.  
Location: Room 202/City Council Chambers

Chairman Paul Howard: Jack will you please call the role?

Member Present: Jack Everette: Bill Evans, here; Karen Buckley, here; April DerBoghosian, here; Ken Cram -Absent; Alison Colby-Campbell, here; Jack Everette, here; Bob Driscoll, here; Paul Howard, here.

Members Absent: Karen Peugh

Chairman Howard: Please read the rules for a public hearing.

Jack Everette: Read the Conduct of Hearing Rules for a public hearing (see attached rules)

Chairman Howard: The second hearing tonight is a special permit for 0, 14, and 30 Stevens Street.



Stevens Street Special Permit  
For #0, 14, & 30  
4-12-17 Planning Board Meeting

Vincent Manzi, Esquire: Thank you Mr. Chairman. My name is Attorney Vincent Manzi, and my offices are located at 280 Merrimack Street, Methuen, Massachusetts and I am here representing Wind Development the proposed developer for the proposed development for the mill at 30 Stevens Street. I am here with Connor Nagle the project engineer from V.A.P. His associate Vinard and also Steven Caswell from the Architectural Team the architects from the project. Also with me is Richard Relic from Wind Development. We are seeking a recommendation from you for a 40R mixed use development.

I have been an attorney for development for almost 42 years and this is the first time that I can actually use the phrase that we are literally is a phoenix rising from the ashes.

We all remember the horrible fire that destroyed the Mill Building directly behind the building that we are going to redevelop today. If not for the bravery and heroic of the Haverhill Fire Department and all the other cities and towns that responded to assist them then those two buildings would have actually been lost. They actually came up with... he thought it was one of the first times that it had been used where they actually created a wall of water between... there was only about 10 feet between the 2 mills and as you know the one that burned down was an inferno and they actually created a wall of water to separate the two mills to prevent the front mill from burning down and we were very grateful for what they did. The ironic part was that they were negotiating planning to redevelop both to apartments and yes they lost a potential of 80 units of housing when that mill burned down but as I said ironically I think that it has created a better development for the development of the front mill, because now we have new ideas, very excellent off street parking, open space and now we are creating a walkway along the river; we are putting a restaurant along the river just above the falls. And as you will hear in a more detail presentation that our engineers make, we have a lot of amenities now that we are able to build a project that we never could have built for this project that we could never have built if for both of the mill if it were not for this tragedy. He thought that the final project was going to be a benefit to the city. My job is really to give you an overview of the project and a little time discussing with the developer, Winn Development.

I work with Larry Curtis who is not able to be here tonight. He is one of the two managing directors of Winn Development and principle he has been with Larry for over 35 years. He has been developing work and working with the workforce on affordable housing all across the state and the northeast corridor. Winn Residential who will be managing this project and is an arm of Winn Development they manage currently over 100 thousand apartments and 580 properties over 22 states. They were the premier management companies in the northeast and I have had the privilege of working with Mass Housing Partnership since 1986 and was very familiar with a lot of affordable housing projects in the

Stevens Street Special Permit  
For #0, 14, & 30  
4-12-17 Planning Board Meeting

commonwealth and would tell you that Mass Housing and Mass Housing Partnership through the major funding agencies for workforce housing if we have a project or if Mass Housing has a project then it is a problem with a non-profit partner that does not have the experience and there is obviously a lot of paperwork involved with these agencies, state logs and keeping them up with all of these filings that have to go into the financing agencies that Winn is often called in to replace a management team to turn the projects around that are very successful so he thought that they were very lucky to have Winn involved with not only with the construction and development with the site but with the overall running of the project from the time its built. They like to build them and hold them but do not like to sell them. Some of you have seen... just to finish that... are usually in for about 20 years on any projects that they build. They like to build them and like to hold them they do not like to sell them. Larry Curtis is my guru in affordable housing for over 35 years and his great line is that Winn Residential puts to bed some 350K mothers, fathers and children every night across the country and it is true and that is what they are all about.

Some of you have seen firsthand the development of the Malden Mill Buildings in Lawrence on Broadway. If you have not and get a chance to go by there it is spectacular development that shows the quality of construction that goes on with Winn products. There are high ceilings, brick walls, floor to ceiling windows, new kitchens and baths just really quality housing and he would be happy to move in there tomorrow. There are a lot of amenities. Last story I will tell you about which will kind of sum this up for him. When we did the ribbon cutting for the first phase for the Malden Mill project last project and my wife joined me there and we were walking out to the parking lot after it was over and ran into Larry Curtis and Gilbert Winn the two principals and they were just chatting about how everything went that night and a car pulled in and a woman with a 10 year old and a 6 year old were in the car. It turned out that she worked with his wife at the probate family court and she was an interpreter. A single mom 2 children meager salary limited salary, limited access and they were qualified and were living at this project. She told his wife how pleased to be living in this housing. They were sitting at the table eating dinner and the 6 year old said Mom... does this mean we are rich now? He swears he saw a tear come to Mr. Curtis' eye but was not sure. He would not admit it... I am sure of that.

This project is an 82 unit project with 60% of the units being market rate units and 40% being workforce affordable housing units. There are new amenities as I said before and Connor when he makes his presentation will go over them in more detail. At this point he ended this section of his presentation and turned it over to Connor for engineering review then we have Steven doing the architectural review with you. He thanked the board and returned to his seat.

**Stevens Street Special Permit**

**For # 0, 14 and 30**

**4-12-17 Planning Board Meeting**

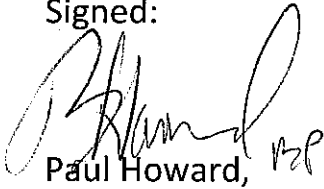
Chairman Paul Howard asked if anyone from the public wished to speak. Hearing none, I will close the public portion of the hearing and turn it over for comments from the Planning Director.

William Pillsbury, Planning Director stated this is a special permit plan filed with the City Council requiring a recommendation from the Planning Board. This is a plan filed by Winn Development that proposes complete renovation of the Stevens Street mill complex. The project will consist of 82 one and two bedroom rental residential units and a commercial space projected to be a restaurant overlooking the little river adjacent to the property. This proposal is a major development investment, which significantly enhance the transformation of the Stevens Street/little river area. The developer, the Winn Company has worked closely with the city in the development of the detailed plans and as such has indicated their strong desire to be a major player in the redevelopment of downtown Haverhill. Winn is presenting the city with a project which meets all of the criteria set forth in our Chapter 40R zoning. 128 new parking spaces will be provided at the property to service the project. Additionally, there will be park area and walkway along river which will significantly improve the public access to the riverfront area. The plan has been reviewed by the city departments and their comments are in your packages. No objections have been received. I would recommend the City Departments letters be incorporated into the decision by the board this evening. The project represents a substantial investment in one of the downtowns remaining vacant buildings. It will provide much needed commercial, educational, office and residential uses to the downtown and a major increase in jobs and taxes. I strongly recommend that the board send a favorable recommendation to the City Council on the proposed project as presented with the incorporation of the City Department letters. I would recommend a favorable recommendation to the City Council.

Chairman Howard asked if there 80 or 82 units? William Pillsbury stated 82 residential units. Architect stated 69 single units and 13 two bedrooms units.

Member Karen Buckley motioned to forward a favorable recommendation to the City Council as recommended by the Planning Director with the incorporation of the City Department letters. Member Bob Driscoll seconded the motion. All members present voted in favor. Members present: Bill Evans, Karen Buckley, April DerBoghossian, Esq., Alison Colby-Campbell, Jack Everett, Bob Driscoll and Paul Howard. Members Absent: Karen Peugh and Kenneth Cram.

Signed:

A handwritten signature in black ink, appearing to read "Paul Howard", with a stylized flourish extending from the end of the signature.

Chairman

Attachment: City Department Letters



# Haverhill Fire Department

## Fire Prevention / Investigation Unit



James J. Fiorentini  
Mayor

William F. Lallberty  
Fire Chief

D/C Eric M. Tarpy  
Lieut. Roger E. Moses  
Insp. Johnathan W. Pramas  
Insp. James Graham

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

March 20, 2017

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

Re: Pentucket Mill Re-development 0,14,30 Stevens St

Plans approved by the fire department are approved with the intent they comply in all respects to 780 CMR and MSBC. Any omissions or errors on the plans do not relieve the applicant of complying with applicable requirements.

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

- Removal of 10,000 (approx.) #6 fuel oil tank
- Specification of water supply service for fire protection

Respectfully,

Eric M. Tarpy  
Deputy Fire Chief  
Haverhill Fire Prevention Division

*E. Fiorentini*  
*to pillars*



# Haverhill

Paul J. Jessel, Collection System Supervisor  
Water/Wastewater Division  
Phone: 978-374-2382 Fax: 978-521-4083  
pjessel@haverhillwater.com

April 11, 2017

To: William Pillsbury  
Planning Director/ Grants Coordinator

Subject: Stevens Street Special Permit  
Map 307, Block 2, Lot 9

*Emailed  
to members  
let  
down*

Water and Wastewater Divisions have reviewed the above mention project and offer the following comments:

The following Applications shall be required along with applicable fees:

- Sewer Entry Application
- Stormwater Drain Application
- Wastewater infrastructure Application
- Combine Sewer Overflow fee
- Water Service Application

#### Wastewater Division

1. The Developer is proposing a laundry room in the basement provide detail connection plans into the sewer.
2. The City is requesting a 30-wide utility easement be provided and will work with the developer's Engineer to describe and show on the plans.

#### Water Division

See attached comments from Glenn Smith Water Maintenance Supervisor.

With the above items and attachment added to the plans Water and Wastewater Divisions do no object to the Special Permit. Water and Wastewater Divisions reserve the right to provide additional comments once a site plan is submitted.



# Haverhill

Paul J. Jessel, Collection System Supervisor  
Water/Wastewater Division  
Phone: 978-374-2382 Fax: 978-521-4083  
pjessel@haverhillwater.com

If you have any questions please do not hesitate to call me at (978) 374-2382.

Sincerely,

Paul J. Jessel  
Collection System Supervisor

File#: 170072

cc: Bob Ward, Deputy DPW Director  
John Pettis, III City Engineer  
Glen Smith, Water Maintenance Supervisor  
John D'Aoust, Water Treatment Manager



# Haverhill

Glenn F. Smith, Water Maintenance Supervisor  
Water/Wastewater Division  
Phone: 978-374-2368 Fax: 978-374-2441  
gsmith@haverhillwater.com

April 10, 2017

To: William Pillsbury, Planning Director  
City Hall, Room 201  
4 Summer Street  
Haverhill MA 01830

Phone: (978) 374-2330  
Fax : (978) 374-2315

*emailed  
to members*

Re: PENTUCKET MILLS – STEVENS STREET  
FILE #: MAP-307, BLOCK-2, LOTS 6, 9 & 10

The Water Maintenance Department has the following comments: This project is proposed for renovation of a brick factory to contain 73 Residential Rental Units, a restaurant and other common areas.

- 1) The Water Mains in Stevens Street are 100+/- years old.
- 2) There shall be a Hydraulic Analysis conducted at the owner's expense to determine the water available for this project.
- 3) A new water main needs to be installed from Winter Street to the farthest lot line with hydrant assemblies every 500ft with one at the end of the new main. Provisions for providing water to existing customers must be made by the developer.
- 4) A Water Main Extension Application must be submitted with all applicable fees paid.
- 5) The existing services must be disconnected from the water system. Remove old Mains and install a new main in Stevens Street.
- 6) Fire and Domestic services shall have separate shut valves outside the building.
- 7) Water Service Applications must be completed and returned to the Water Maintenance Division for EACH water Service
- 8) All fees for Application, Entrance and Impact will be payable at the time of filing for a Water Service Application
- 9) Complete Fire Sprinkler and Domestic plumbing plans MUST be submitted to the Water Department for review and approval of Backflow devices.
- 10) A complete WALK THROUGH BACKFLOW SURVEY of the facility must be conducted prior to occupancy

There may be other comments after the internal plumbing plans are submitted.

If there are any questions please call the Water Maintenance Office.

Sincerely

Glenn F. Smith  
Water Maintenance Supervisor

125 Amesbury Road, Haverhill, MA 01830-2873 [www.ci.haverhill.ma.us](http://www.ci.haverhill.ma.us)





# Haverhill

APR 12 2017

Econ Devlp & Planning  
& B.O.A.

#2

Economic Development and Planning  
Conservation Department

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

[rmoore@cityofhaverhill.com](mailto:rmoore@cityofhaverhill.com)

[conservation@cityofhaverhill.com](mailto:conservation@cityofhaverhill.com)

MEMO TO: William Pillsbury, Economic Development & Planning Director  
FROM: Robert E. Moore, Jr., Environmental Health Technician  
DATE: April 11, 2017  
RE: Special Permit – Parcel IDs: 307-2-9 & -10  
Winn Development Company, LP for 14 & 30 Stevens Street – Mixed Use Development

The Commission discussed the forwarded information relative to the subject application at its March 30<sup>th</sup> meeting. The project is located within the protected riverfront area and bordering land subject to flooding of the Little River. The Commission finds a Notice of Intent appropriate for the project. I understand the applicant is preparing this application.

The applicant will likely present this project as a redevelopment within previously developed riverfront area. The Commonwealth finds riverfront areas to likely be significant to protect private/public water supplies and groundwater; provide flood control; prevent storm damage and pollution; and protect land containing shellfish, wildlife habitat, and fisheries. A redevelopment must result in an improvement over existing conditions. Applicants oftentimes address this requirement by providing vegetative improvements to habitat areas. Another common approach is to address the hydrology-related interests by providing stormwater management improvements, such as increasing groundwater recharge and removing pollutants. These latter improvements must also be considered to demonstrate compliance with the Commonwealth's stormwater management standards.

Although further review will be conducted as part of the Notice of Intent, the Commission offered no objection to the granting of approval under the City's Zoning Code. The Commission did request, however, that current information be provided pertaining to the applicant's dam as part of its filing with the Commission.

C: Attorney Vincent C. Manzi, Jr.



April 26

# Haverhill

9.1

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

## Haverhill City Council Public Participation Application

Date of Application: 4/10/17

Full Name: Michael J. Maroney

Address: 423 EAST Broadway

Phone: 978-807-5181

Email: mikemaroney77@gmail.com

Please provide information as to intended topic of discussion – please be specific. If possible, please include departments involved in discussion as well as any information requested relating to the topic:

I want To discuss lost Revenue
for the city.
There will be no Discussion of my
on going law suit

Your request will be reviewed for compliance with the Open Meeting Law and then referred to the Council President or designated alternate for final review and scheduling.

*"Meeting notices must be posted in a legible, easily understandable format; contain the date, time, and place of the meeting; and list all topics that the chair reasonably anticipates, 48 hours in advance, will be discussed at the meeting. The list of topics must be sufficiently specific to reasonably inform the public of the issues to be discussed at the meeting." From Open Meeting Law, M.G.L. c. 30A, §§ 18-25*

Please sign here: Michael J. Maroney

2017 APR 10 PM 01:49:44 C1710

10.1

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



JAMES J. FIORENTINI  
MAYOR

**CITY OF HAVERHILL  
MASSACHUSETTS**

April 21, 2017

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

**RE: Eric Sanders – Haverhill Historic Commission**

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

I hereby nominate Eric Sanders of 185 Crosby Street as a member of the Haverhill Historic Commission. This is a confirming appointment and I recommend your approval. This appointment takes effect upon confirmation and expires May 2, 2018.

Very truly yours,

*James J. Fiorentini (Handwritten Signature)*  
James J. Fiorentini  
Mayor

JJF/lyf

cc: Andrew Herlihy  
Councilor Tom Sullivan



JAMES J. FIORENTINI  
MAYOR

**CITY OF HAVERHILL  
MASSACHUSETTS**

10.2.1  
CITY HALL, ROOM 100  
FOUR SUMMER STREET  
HAVERHILL, MA 01830  
PHONE 978-374-2300  
FAX 978-373-7544  
MAYOR@CITYOFHAVERHILL.COM  
WWW.CI.HAVERHILL.MA.US

April 27, 2017

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

RE: 2017 Appointments

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

In accordance with the City Code Chapter 3, Subsection 10: "Time of appointment and term of subordinate officers," I hereby reappoint the following:

- Alicia McOsker, Treasurer and Collector of Taxes, for one year
- William Cox, City Solicitor, for one year
- David Van Dam, Mayor's Chief of Staff, for one year
- Lisa Yarid Ferry, Mayor's Secretary, for one year
- Alan DeNaro, Lock-Up Keeper, for one year
- Michael Ingham, Soldiers' Relief and Burial Agent, for one year
- Michael Stankovich, Tree Warden, for one year
- Michael Stankovich, Gypsy Moth Control Superintendent, for one year
- Richard Osborne, Fence Viewer, for one year
- Michelle Hamel, Poundkeeper, for one year
- Karin Devlin, Inspector of Animals, for one year
- Richard MacDonald, Inspector of Buildings, for one year.

I certify that in my opinion the people listed above are appropriate to serve the City in their appointed capacity based on their unique qualifications in the areas of education, training, and experience. I make these appointments solely in the interest of the City of Haverhill. These appointments are effective immediately and expire on December 31, 2017.

Very truly yours,

James J. Fiorentini  
Mayor

JJF/lyf

Council Hearing July 11  
2019

**SANDERS CURRIER REALTY TRUST**

TO: Haverhill City Council

RE: Brief for special permit, 4 Residential Units, 116 – 122 Washington Street (Map 310 Block 1 Lot 14)

Owner – Sanders Currier Realty Trust

Trustee – Phil Rice

Mailing Address: PO Box 1626, Haverhill, MA 01831

The proposed construction of four residential units is located within the (WD Zone). This renovation will be built on the upper two vacant floors of an existing building on Washington Street and is allowed by special permit. The subject building is an old 1900's Shoe Manufacturing Facility and the exterior of the building itself will remain as is with the exceptions of upgraded windows, doors and an egress (with the approval of the Historic Commission). These old Mill buildings are the style of Historic Washington Street; we propose no physical change to our footprint itself maintaining a uniform consistency with the surrounding buildings. The street level floors on Washington Street are occupied by commercial tenants with residential apartments/condominiums on the upper floors with City approval. Parking for the units will be leased from the City of Haverhill parking garage, total of five, which have been secured.

The building with the granting of the special permit is consistent with the conditions set forth in (Article XVI) the newly created (255-154) Waterfront District and will now become a mixed use property. This site now will have the diversity the City is looking for with this new residential component. The property upper floors have not been used for up to thirty years and will now be utilized, and it will also help to promote the Washington Street area. Endorsement of this request will be a betterment for the property and the Washington Street surrounding.

Sincerely,



Phil Rice

I waive the 65 day hearing requirement.  
978 372-8734



City of Haverhill

Application for Permit

11.21

Name of Organization	Gina Miranda		
Address of Organization	66 Pecker St Haverhill, Ma		
Requesting Permit for (List Type of event)	30th's birthday	Date & Time	May 6 <sup>th</sup> 3 <sup>pm</sup> -7 <sup>pm</sup>
Location of Event	field corner of welcome st & Pecker		
Authorized or Contact Person	Gina Miranda	Telephone/Cell #/Pager # (Indicate if pager)	978-918-9490

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

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

General Release & Indemnity Agreement

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

Signature of Authorized Agent of Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_

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		



# Haverhill

11,4,1

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

Date: April 18, 2017

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks to receive a license for **TAG DAYS**  
pursuant to Chapter 227 of Haverhill City Code

Organization: Ozzie's Kids Applicant's Name: OSMOND HARDY  
Applicant's Residence (must be Haverhill resident): 61 St. Botolph St Haverhill  
Applicant's Signature: [Signature]

**(3 CONSECUTIVE DAYS ONLY)**

Date of Tag Day Request(s): August 19, 2017  
Canister: \_\_\_\_\_ Tag: X Fee: \$ 10.

**ON STREET LOCATIONS ARE NO LONGER PERMITTED – SEE DOC . 47 OF 2017**

OFF STREET LOCATIONS - PLEASE SPECIFY

Market Baskets

**\*A LETTER FROM THE PRIVATE PROPERTY OWNER GRANTING PERMISSION FOR USE OF THE LISTED LOCATIONS IS REQUIRED AT THE TIME OF THE APPLICATION**

**A sample of the badge being used by those tagging and a sample of the tag being issued by the Organization must be filed with the City Clerk's Office at the time of the application**

Office Use Only

Recommendation by Police Chief:  Approved  
 Denied

[Signature]  
Police Chief

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

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



DOCUMENT

12.1

**CITY OF HAVERHILL**

In Municipal Council

ORDERED:

**That the Mayor be and is hereby authorized to enter into and execute an "LICENSE AGREEMENT", a copy of which is attached hereto and incorporated herein, on behalf of the City of Haverhill with the Massachusetts Electric Company for use of a 10' x 20' wide portion of the Licensor's premises located at Water Street, for the purposes of construction and maintenance of a concrete pedestrian walkway for pedestrian and bicycle use.**



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  
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WWW.CI.HAVERHILL.MA.US

April 28, 2017

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

**RE: License agreement Riverside pedestrian walkway – Water Street**

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

Please find attached a license agreement with the Massachusetts Electric Company for use of a 10' x 20' wide portion of their property on Water Street opposite Bethany Street. The walkway will be directly on the river and will provide for pedestrian and bicycle use in what we hope to be eventually a continuous trail which is part of our overall vision for connecting people with the river. City Solicitor William Cox will be at the next City Council meeting to answer any questions you may have.

I recommend approval.

Very truly yours,

*James J. Fiorentini (JFF)*

James J. Fiorentini, Mayor

JJF/lyf

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License" or "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **MASSACHUSETTS ELECTRIC COMPANY** a Massachusetts corporation having a usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter the "Licensor") and **THE CITY OF HAVERHILL**, a municipal corporation, having a principal place of business at 4 Summer Street, Haverhill, Massachusetts 01830 (hereinafter the "Licensee").

### RECITALS:

WHEREAS, the Licensor is the owner of certain real property located of Water Street in Haverhill, Massachusetts, being more particularly described in the deed(s) referenced on Exhibit A attached hereto and made a part hereof (hereinafter the "Licensor's Property"); and

WHEREAS, the Licensee desires to use an approximately 10' to 20' wide portion of Licensor's Property (hereinafter the "Licensed Premises") to the extent depicted as " \_\_\_\_\_ " on that plan entitled " \_\_\_\_\_ " prepared by \_\_\_\_\_ (the "Property Plan"), a copy of which is attached hereto as Exhibit B-1 and made a part hereof, for the purpose of construction and maintenance of a concrete pedestrian walkway for pedestrian and bicycle use (the "Walkway") with appurtenant features and improvements including boulders, landscaping, and other improvements (collectively and together with the Walkway, the "Improvements") within the Licensed Premises, all of which Improvements are conceptually shown on the plans entitled " \_\_\_\_\_ " prepared by \_\_\_\_\_ (hereinafter the "Concept Plans") attached hereto as Exhibit B-2 and made a part hereof;

WHEREAS, the parties hereto agree that the Improvements as shown on the Concept Plans are conceptual only and that the final Improvements to be constructed or installed on the Licensed Premises will be as shown on the Plans and Specification (as defined in Paragraph 15) to be approved by Licensor in accordance with the terms and conditions of this License;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

### **1. GRANT OF LICENSE**

The Licensor hereby grants the Licensee a revocable nonexclusive license for the purposes of installing and maintaining the Improvements on the Licensed Premises, and to use the same as a recreational use trail for pedestrians, bicycles and ADA compliant motorized vehicles and wheelchairs only (the "Permitted Uses"), subject to the terms and conditions set forth in this License. In all instances any use of the Licensed Premises that would prevent the application of the protections afforded by M.G.L. ch.21 §17C shall be prohibited hereunder.

### **2. TERM**

Unless otherwise terminated as provided in this License and so long as Licensee is in compliance with the terms and conditions of this License, the Licensee shall have the right to use the Licensed Premises as set forth herein for a term of twenty-five (25) years (the "Term"), which Term shall commence on the Effective Date (as defined in Paragraph 16) and expire on the date which is the twenty-fifth (25<sup>th</sup>) anniversary of the Effective Date, and, unless Licensee sends prior written notice to Licensor that it desires to terminate this License, this License shall be automatically extended for an

additional period of twenty-five (25) years immediately following the end of the initial Term of this License on all the same terms and conditions of this License (the "Extended Term"). If so extended, said Extended Term shall automatically be considered part of the Term of this License. Following the expiration of the Extended Term, the Term shall thereafter automatically be extended for additional periods of one (1) year each unless either party (the "Terminating Party") sends prior written notice to the other party that the Terminating Party desires to terminate this License no earlier than ninety (90) days following the date of such notice, and all such extended terms shall automatically be considered part of the Term of this License. Licensor shall have the right to review and reasonably revise the terms and conditions of this License from time to time during the Term in connection with Licensor's business operations, but not more frequently than once every five (5) years, and the parties shall enter into a written amendment to this License in order to incorporate any such revised terms and conditions into this License, the execution of which shall not be unreasonably withheld, conditioned or delayed. Under no circumstance shall any revision by Licensor materially diminish the rights granted to Licensee herein to utilize the Licensed Premises for the purposes herein expressed.

### **3. LICENSEE'S USE AND OCCUPANCY OF THE LICENSED PREMISES**

(a) The Licensee's use and occupancy of the Licensed Premises shall be restricted exclusively to the installation, repair, security, maintenance and replacement of the Improvements, and use of the same for the Permitted Uses during the Term. No motorized vehicles are allowed on the Licensed Premises except, to the extent the Licensed Premises support the same, first responders, emergency and maintenance vehicles and motorized ADA compliant wheelchairs of disabled persons. Equestrian use is also prohibited.

(b) With respect to such use and occupancy and/or the performance of any obligations set forth in this License, Licensee covenants, agrees and acknowledges that:

(i) Access over Licensor's Property by Licensee and its agents, employees, licensees, servants, contractors and invitees (the term "invitees", as used in this License, shall be deemed to include visitors and members of the general public) shall occur only within the Licensed Premises. Access to the Licensed Premises shall be from abutting public rights of way only and shall not cross any other portion of the Licensor's Property or other private property without Licensee obtaining the consent of Licensor or other applicable property owner.

(ii) The Licensor agrees that the Licensee may install the Improvements within the Licensed Premises in accordance with those Plans and Specifications approved by Licensor as described in Paragraph 15 below. The Improvements shall only be installed within the Licensed Premises in those locations and using those methods set forth in the Plans and Specifications. No changes shall be made to the Improvements without the prior written approval of Licensor as set forth in Paragraph 15 below. Within sixty (60) days following completion of installation of the Improvements, the Licensee agrees to deliver to Licensor an "as built" plan prepared by a registered professional engineer indicating the exact location of the Improvements and all final grades within the Licensed Premises and certifying that the Improvements have been located in strict compliance with the Plans and Specifications. No other improvements other than the Improvements may be installed within the Licensed Premises without Licensor's prior written approval and in accordance with Paragraph 15 hereof. Licensee shall promptly remove any improvement not approved by Licensor, including, without limitation, any streetlights, signs, or fences, installed without approval, at Licensee's sole cost and expense. At all times during the Term of this License and following the expiration or termination hereof, the

Improvements and the care thereof shall be the sole property and responsibility of the Licensee.

(iii) Licensee shall keep the Licensed Premises and the Improvements in good condition and repair at all times at the Licensee's sole cost and expense. Licensee shall properly restore, repair and maintain, to the reasonable satisfaction of Licensor, the Licensed Premises or any physical condition of the surface or subsurface of the Licensed Premises (including but not limited to sinkholes) that impacts the use of the Licensed Premises, and shall at all times keep the Licensed Premises free of any debris, trash, rubbish or other obstructions, and water, ice and snow. In addition, no construction materials or debris, excavated soils, explosives, or other trash of any kind shall be stockpiled, used or disposed of on the Licensed Premises, no oil or hazardous wastes or substances shall be stored or disposed of on the Licensed Premises, and no vehicles of any kind shall be parked, temporarily or permanently, on the Licensed Premises.

(iv) Licensee shall notify \_\_\_\_\_ at last forty-eight (48) hours before commencing the initial installation of the Improvements within the Licensed Premises. Following initial installation of the Improvements, Licensee shall notify Licensor at least forty-eight (48) hours in advance of the commencement of any repair to the Improvements; provided, however, that if Licensee is unable to notify Licensor in advance as a result of an emergency, Licensee may provide fewer than forty-eight (48) hours notice to Licensor for such access. In addition, Licensee shall obtain Licensor's prior written consent to any repairs that require excavation or grade changes or replacement of all or substantially all of an Improvement ("Major Repair") at least thirty (30) days in advance, which consent shall not be unreasonably withheld or delayed. At Licensor's option, Major Repairs may be under the supervision of Licensor, and any cost of such supervision shall be paid for by Licensee. Regardless of whether Licensor's engineer, employee, or agent observes any such repairs, whether a Major Repair or otherwise, or any portion thereof as set forth herein, Licensor shall not be liable for injuries, damage, liabilities or claims hereunder, and Licensee shall not be released from any liability or obligation hereunder. In the event that Licensee requires temporary access to areas of Licensor's Property outside the Licensed Premises in order to maintain or repair the Improvements, Licensee shall so notify Licensor at least forty-eight (48) hours in advance and obtain Licensor's consent, which consent shall not be unreasonably withheld.

(v) Except in connection with the initial installation and repair of the Improvements in accordance with the approved Plans and Specifications and subsection (iv) above, Licensee shall not excavate or change the grade of the Licensed Premises, or disturb any wetlands thereon.

(vi) Licensor is under no obligation to restore, repair, maintain or secure any portion of the Licensor's Property (including the Licensed Premises), provide any watchmen or other security for the Licensed Premises for the safety of Licensee's agents, employees, licensees, servants, contractors and invitees upon, within, or about the Licensed Premises, furnish for the Licensee any services of any nature whatsoever, or make the Improvements, including the Walkway, serviceable for passage or any other purpose in any respect, including, without limitation, the removal of debris, trash, rubbish or other obstructions, or water, ice or snow, all of which are the sole responsibility of Licensee.

(vii) It is understood and agreed that Licensor is not making and has not at any time made, and Licensor hereby disclaims, any warranties or representations of any kind or

character, express or implied, with respect to the Licensor's Property, including the Licensed Premises (or the condition, safety, title, or fitness thereof), including but not limited to any warranties or representations as to habitability, merchantability, fitness or suitability for a particular purpose, including the Permitted Uses, and Licensee hereby expressly waives any such warranties. Licensee further accepts the Licensed Premises in their "as is, where is, with all faults" condition and shall use the same at its sole risk. Licensee has not relied on will not rely on, and Licensor is not liable for or bound by any express or implied warranties, guaranties, covenants (including, not limited to, any express or implied covenant of quiet enjoyment), statement, representations, or information pertaining to the Licensed Premises and/or Licensor's Property or relating thereto made or furnished by Licensor or any employee representing or purporting to represent Licensor, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this License. Licensee also acknowledges that the consideration reflects and takes into account that the Licensed Premises are being used "as is."

(viii) Licensee represents and warrants to Licensor that Licensee has conducted, prior to the Effective Date, such investigations of the Licensed Premises including, but not limited to, the physical and environmental conditions thereof and suitability thereof for the construction of the Improvements and the Permitted Uses, as the Licensee deems necessary or desirable to satisfy itself as to the condition of the Licensed Premises, the suitability of the Licensed Premises for the construction of the Improvements and the Permitted Uses, and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Licensed Premises, and will rely upon the same and not upon any information provided by or on behalf of the Licensor or its agents or employees with respect thereto. Licensee represents and warrants to Licensor that upon the commencement date of this License, Licensee shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, the unsuitability of the Licensed Premises for the Licensee's intended use, or the current and future existence of Licensor's facilities on the Licensor's Property and the inherently dangerous nature thereof, may exist and Licensee shall be deemed to have waived, relinquished, and released Licensor and Licensor's affiliates, successors, assigns, officer, directors, shareholder, employees and agents, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney fees) of any and every kind or character, known or unknown, which Licensee might have asserted or alleged against Licensor or Licensor's affiliates, successors, assigns, officer, directors, shareholder, employees and agents, at any time by reason of or arising out of any latent or patent physical conditions, violations of applicable laws, unsuitability of the Licensed Premises for the Licensee's intended use, the existence of Licensor's facilities, both current and to be constructed in the future, and the inherently dangerous nature thereof, breach of any express or implied covenant of quiet enjoyment, and any and all other acts, omission, events, circumstances, or matters regarding the Licensor's Property.

(ix) Licensee and Licensee's agents, employees, licensees, servants and contractors shall at all times (1) comply with the terms and conditions of this License; (2) take all necessary precautions for the security of Licensee and Licensee's agents, employees, licensees, servants, contractors and invitees upon, within, or about the Licensed Premises including, without limitation, maintaining any enclosures (such as fences) and providing for such watchmen or other security as necessary in order to prevent unauthorized, illegal or inappropriate activities, and/or accidents or injury to persons and property on, about or

adjacent to the Licensed Premises; (3) take all necessary precautions for the safety of Licensee and Licensee's agents, employees, licensees, servants, contractors and invitees upon, within, or about the Licensed Premises including, without limitation, complying with all Applicable Laws in order to prevent unauthorized, illegal or inappropriate activities, and/or accidents or injury to persons and property on, about, or adjacent to the Licensed Premises, including, without limitation, the National Electric Safety Code, Massachusetts' regulations regarding the Installation and Maintenance of Electric Transmission Lines (220 CMR 125.00), and OSHA requirements of any kind, such as, and without limitation, ensuring all vehicles, equipment or loads maintain the minimum clearances specified in the OSHA Standard unless a more restrictive standard applies in which instance Licensee shall, to the extent applicable, comply with the more restrictive standards for working clearances from energized lines; and (4) adequately ground vehicles and the Improvements at all times and in accordance with all Applicable Laws, including, but not limited to, IEEE Standard 80. Licensee shall ensure that the Licensed Premises are used by Licensee's agents, employees, licensees, servants, contractors and invitees only for the purposes expressly authorized in this License.

(x) Licensee shall comply with all provisions of federal, state, and municipal laws, statutes, codes, rules, regulations and ordinances and any successor laws, statutes, codes, rules, regulations and ordinances thereto affecting the Licensed Premises and its occupancy and the use thereof pursuant to the terms of this License (the "Applicable Laws"). If any provision of this License is less restrictive than the Applicable Laws, then Licensee shall comply with the more restrictive Applicable Laws.

(xi) Subject to Paragraph 4 of this License, Licensor shall have the right to use the Licensed Premises, including use of the Walkway, at such times and in a manner not inconsistent with this License.

(xii) Licensee shall not place, store, or stockpile, either temporarily or permanently, or otherwise accumulate any items, objects or articles within the Licensed Premises, including, without limitation, earth, construction materials or debris, excavated soils, trailers, storage containers, equipment or vehicles upon the Licensed Premises without Licensor's prior written approval, which approval shall not be unreasonably withheld or delayed.

(xiii) Licensee covenants and agrees to pay Licensor on demand any and all costs and expenses incurred by Licensor which are directly or indirectly related to Licensee's exercise of its rights or the performance of its obligations under this License, including but not limited to, any and all costs for repairs of, or modifications to, any structures, clearances, or any guys, anchors, grounds, counterpoises, culverts or any other utility facility or equipment on the Licensor's Property.

(xiv) Prior to construction of the Improvements, or any other improvements that have been approved in advance by Licensor in accordance with Paragraph 15, Licensee shall have obtained any and all final federal, state, local and other licenses, permits, approvals and authorizations (including without limitation, from applicable conservation and/or wetland commissions and any third parties) that are necessary or required for the construction and use of the Improvements, with all appeal periods for such Approvals having expired with no appeals having been taken (collectively, the "Approvals" and individually an "Approval"), which Approvals shall be in form and substance acceptable to Licensor (including without limitation all conditions made a part of any Approval). In

the event that Licensor fails to secure all of said Approvals, then both parties acknowledge and agree that this License shall be null and void and without recourse to the parties hereto, except for any provisions of this License which by their terms shall survive termination.

#### **4. LICENSOR'S RESERVATION OF RIGHTS**

(a) The parties hereto agree and acknowledge that Licensor and its affiliates serve a public purpose to which the Licensee's use of the Licensed Premises as set forth herein is subject and subordinate. Accordingly, the Licensee agrees that this License and the exercise of its rights or performance of its obligations under this License by the Licensee shall not interfere with Licensor's or any of its affiliates' present and/or future business operations, including, but not limited to, the construction, reconstruction, repair, maintenance, renewal, replacement, expansion, use and operation of the Licensor's present or future facilities, including but not limited to transmission lines, substation facilities, and other structures and facilities, located or to be located over, across, under or adjacent to the Licensed Premises. Furthermore, Licensor expressly reserves the right to enter upon the Licensed Premises, including without limitation, the Walkway, at any time for any purpose whatsoever, including without limitation all of the above purposes, and to temporarily restrict or prohibit access to and along the Licensed Premises, when required by Licensor's business activities as determined by Licensor in its sole reasonable discretion. Licensor shall endeavor to give Licensee at least forty-eight (48) hours prior verbal notice of any such restriction or prohibition on access to the Licensed Premises along with the estimated duration of such restriction or prohibition (provided that Licensor shall not be bound by such estimate), except that (a) in the event of an emergency, prior notice shall not be required but shall be given to Licensee as soon as reasonably practicable and (b) no notice shall be required for routine maintenance (including without limitation, tree trimming) or in the event that access is restricted or prohibited for less than forty-eight (48) hours. Licensee agrees that neither the Licensor nor its affiliates, employees or agents of any of them shall be liable to the Licensee, its agents, employees, licensees, servants, contractors and invitees with respect to any claim or cause of action or right to payment for any personal injury or property damage resulting from or in any way connected with the rights herein reserved except to the extent caused by Licensor's gross negligence or wilful misconduct.

(b) If temporary or permanent relocation or removal of the Improvements, including the Walkway, is deemed necessary by Licensor in connection with the present and/or future business activities of Licensor or any of its affiliates at the Licensor's Property, or following an order or orders issued by the Federal Energy Regulatory Commission ("FERC") and/or the state Department of Public Utilities ("DPU"), (i) Licensor shall have the right to require Licensee to relocate or remove the Improvements, or any of them, at Licensee's sole cost and expense; and (ii) Licensee acknowledges and agrees that Licensor shall have no obligation to pay or reimburse Licensee or any person or entity that provides funding to the Licensee for the installation, operation, security, repair, or maintenance of the Improvements (or any replacements thereof or additions thereto). Licensor agrees to use reasonable efforts to find an alternate location within Licensor's Property to which to relocate the portion of the Walkway affected by the business activities of Licensor or its affiliates and/or such overriding governmental regulatory actions, and, if the relocation is permanent, the parties shall work together to describe and delineate all revisions to the property description and plans for the Improvements within appropriate documents that will amend this Agreement.

#### **5. INDEMNIFICATION**

To the fullest extent permitted by law, Licensee agrees that Licensee shall, or shall cause any person or entity acting on behalf of Licensee (including without limitation, any contractors and subcontractors) to, pay and to release, protect, defend with counsel satisfactory to Licensor, indemnify and save harmless Licensor and its affiliates, and employees or agents of any of them, from and against, any and all liabilities, loss, damages, costs, expenses (including any and all attorneys' fees, costs and expenses of Licensor), causes of action, suits, claims, obligations, demands or judgments of any nature whatsoever caused by, arising from, or in any way related to Licensee's exercise of its rights or performance of its obligations under this License, and (i) any work, act or omission to act done in, on or about the Licensed Premises or any part thereof, by or on behalf of the Licensee or any person claiming under the Licensee, or the, employees, agents, licensees, servants, contractors and invitees of the Licensee or any such person; (ii) injury to, or the death of, persons or damage to property (including real property, personal property and environmental or natural resource damages) within the Licensed Premises or upon Licensor's Property or economic damages directly or indirectly caused by or in any way arising out of or in any way connected with the use, nonuse, condition, possession, operation, maintenance, management or occupation of the Licensed Premises by the Licensee or any person claiming under the Licensee, or the employees, agents, licensees, servants, contractors and invitees of the Licensee or any such person, or resulting from the condition of the Licensed Premises, including without limitation any annoyance caused by discharge currents; (iii) with Licensor's rights reserved in this License; or (iv) violation of any agreement or condition of this License or of any Applicable Laws or other requirements affecting the Licensed Premises or the ownership, occupancy or use thereof, by Licensee or any person claiming under the Licensee (including the failure to obtain the necessary Approvals as required herein), or the employees, agents, licensees, servants, contractors and invitees of the Licensee or any such person hereunder. The foregoing indemnification shall not include injury or damage to the extent directly caused by the gross negligence or willful misconduct of the Licensor as set forth in a final judgment rendered by a court of competent jurisdiction. Licensee shall take prompt action to defend (with counsel satisfactory to Licensor) and indemnify Licensor against claims, actual or threatened, but in no event later than five (5) business days' notice by Licensor to the Licensee of the service of a notice, summons, complaint, petition or other service of process against Licensor, alleging damage, injury, liability, or expenses attributed in any way to this License or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the Licensee, its agents, employees, contractors, servants or suppliers. The Licensee shall defend any such claim or threatened claim, including, as applicable, engagement of legal counsel (satisfactory to Licensor), to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, the Licensee understands and agrees it is responsible for any and all costs and expenses incurred by Licensor to enforce this indemnification provision. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

## **6. INSURANCE**

Licensee shall comply with the Insurance Requirements prior to the commencement of any work on the Premises as set forth in the attached Exhibit C, incorporated herein by reference and made a part hereof. Licensee agrees that Licensor shall have no obligation to insure the Improvements.

## **7. HAZARDOUS MATERIALS; OIL**

The Licensee covenants and agrees with the Licensor that neither the Licensee nor any person claiming under the Licensee, nor the employees, agents, contractors, licensees, servants, or invitees of the Licensee or any such person shall bring onto, store, generate, or permit to be stored or generated on the Licensor's Property, including but not limited to the Licensed Premises, any oil, hazardous material, hazardous waste or hazardous substance as those terms are defined by any applicable federal, state or municipal law, regulation, code, or ordinances including, without limitation, the Massachusetts



Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C et seq, the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq. In the event, during installation, operation or maintenance of the Improvements, any such oil, hazardous material, hazardous waste or hazardous substance (collectively, "hazardous materials") are discovered to be present at the Licensed Premises or at the Licensor's Property, without any obligation by Licensee to discover the same except to the extent as set forth in subparagraph 3 (viii) above, Licensee shall immediately inform the Licensor of such discovery and, at Licensor's option, Licensee shall perform or cause to be performed, if associated with Licensee's activities and not caused by Licensor's gross negligence or wilful misconduct, at Licensee's sole cost and expense and to the reasonable satisfaction of Licensor, remediation or removal of said hazardous materials in accordance with (i) any and all Applicable Laws and (ii) a remedial action work plan reviewed and approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. The Licensee shall, to the extent permitted by law, indemnify and hold the Licensor harmless from and against any claim, liability, loss, damage or expense (including attorneys' fees, costs, expenses, assessments, remedial or response actions) arising from a violation of any law or from a breach of the conditions of this paragraph by any person utilizing the Licensed Premises including the Licensee and its employees, agents, tenants, contractors, licensees, invitees, or visitors. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

## **8. DEFAULT**

If the Licensee shall fail to observe or perform any of its agreements or obligations under this License, Licensor shall provide written notice thereof to the Licensee, and, in its sole discretion, may suspend use of and deny all public access to the Licensed Premises until such time as said default is cured. If any such default shall not be cured within thirty (30) days of Licensor's delivery of written notice of default, which written notice shall be delivered to the Licensee's usual place of business set forth in the recitals of this License, or such longer time as is necessary to cure such default, provided Licensee is diligently and continuously pursuing such cure, but under no circumstances shall such cure period exceed sixty (60) days from Licensor's delivery of written notice of a default, Licensor may, at its sole option, (i) seek specific performance or other equitable relief from a court of competent jurisdiction, (ii) without obligation, cure such default if such default can be cured by Licensor, which cure may include, without limitation, performing maintenance and repairs to the Licensed Premises, and Licensor shall invoice Licensee for the cost of such cure, which invoice the Licensee shall promptly pay, without setoff, abatement, suspension, deferment, reduction or deduction, no later than thirty (30) days from the date of such invoice without condition or delay; (iii) terminate this License; and/or (iv) exercise any other remedy at law or in equity. Licensor's remedies hereunder shall be cumulative and not exclusive to any other available remedy. Licensor and Licensee also hereby waive trial by jury in any action to which they are parties. If Licensor elects to terminate this License, Licensor shall give written notice thereof to Licensee and thereafter, this License shall terminate and be of no further force and effect as of the date of said notice, except as to such of Licensee's liabilities or obligations hereunder, actual or contingent, as shall have arisen on or prior to such date of termination or which by their terms survive said termination.

## **9. TERMINATION**

(a) The parties hereto agree and acknowledge that Licensor and its affiliates serve a public purpose to which the Licensee's use of the Licensed Premises as set forth herein is subject and subordinate. Accordingly, notwithstanding anything contained in this License to the contrary, in the event that Licensor determines, in its sole discretion, that it desires to use all or a portion of the

Licensed Premises in connection with the present and or future business activities of Licensor or its affiliates, such that continued use of all or a portion of the Licensed Premises by Licensee as provided in this License is deemed by Licensor in its sole discretion to be incompatible with Licensor's or its affiliates business activities, Licensor reserves the right to terminate this License with respect to all or a portion of the Licensed Premises at any time by giving to Licensee a written notice of termination at least twelve (12) months prior to the effective date of said termination. During such twelve (12) month period, Licensor and Licensee shall use commercially reasonable efforts to find an alternate location within Licensor's Property to which to relocate the Walkway; provided, however, that Licensor shall not be obligated to make available an alternate location if Licensor deems the presence of the Walkway or the activities conducted thereon to be incompatible with Licensor's business operations, in Licensor's sole discretion. Upon the effective date of termination, this License shall be of no further force and effect except as to such of Licensee's liabilities or obligations hereunder, actual or contingent, as shall have arisen on or prior to such date of termination or which by their terms survive the termination of this License.

(b) Notwithstanding anything herein contained to the contrary, in the event that Licensor determines, in its sole discretion, that the condition of the Licensed Premises constitutes a safety and/or security risk, Licensor may immediately restrict access to the Licensed Premises so long as such condition exists in Licensor's sole discretion and shall provide Licensee written notice of the condition(s) creating such safety and/or security risk. In the event that Licensee cannot correct or does not commence to correct any such condition(s) creating such safety and/or security risk within twenty (20) days after notice from Licensor may, immediately or at any time thereafter while such failure continues, terminate this License by giving notice of termination to Licensee. In addition, in the event a change in the Applicable Laws, including, without limitation, M.G.L. ch.21 §17C, or a reinterpretation of said Applicable Laws results in, in Licensor's sole discretion, increased financial or reputational risk to the Licensor, and Licensee cannot mitigate or does not commence to mitigate such financial or reputational risk within twenty (20) days after notice from Licensor, Licensor may, immediately or at any time thereafter while such failure continues, terminate this License by giving notice of termination to Licensee.

## **10. EXPIRATION OF TERM**

Licensee agrees that upon the expiration or earlier termination of this License, the Licensee shall, at the Licensee's sole cost and expense, remove the Improvements (unless otherwise directed by Licensor or otherwise provided in this License) and restore the Licensed Premises to a condition reasonably satisfactory to Licensor. If the Licensee fails to remove the Improvements and restore the Licensed Premises within thirty (30) days from the expiration or termination of this License, then the Licensor may remove the Improvements and restore the Licensed Premises at the sole cost and expense of the Licensee, and any costs so incurred by Licensor shall be paid to Licensor by the Licensee promptly upon demand. In the event that the Licensor removes the Improvements and restores the Licensed Premises pursuant to this paragraph, Licensee agrees that neither Licensor nor its affiliates, employees or agents of any of them shall be liable to the Licensee, its employees or agents with respect to any claims for or rights of any personal injury or property damages resulting from or in any way connected with the Licensor's exercise of any rights reserved in this paragraph. Licensee agrees that no acts or omissions of Licensor, including, without limitation, termination of this License, shall constitute an eviction, constructive or otherwise. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

## **11. ASSIGNMENT**

This License is not assignable voluntarily, involuntarily or by operation of law, in whole or in part, by Licensee. For the purposes hereof, care, custody, management and control of the Licensed Premises by any of Licensee's various councils, boards and commissions shall not be considered an assignment of this License, it being understood that said councils, boards and commissions are part of Licensee and that Licensee has full responsibility and control over the same.

## 12. NOTICE

All notices required or permitted under this License shall be in writing and either delivered in hand or mailed (a) by certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express or other nationally recognized overnight mail carrier furnishing evidence of receipt, to:

Licensors:                    Massachusetts Electric Company d/b/a National Grid  
                                     40 Sylvan Road  
                                     Waltham, MA 02451  
                                     Attention: Director, Real Estate Transactions

with a copy to:                National Grid USA Service Company, Inc.  
                                     Legal Department  
                                     40 Sylvan Road  
                                     Waltham MA 02451  
                                     Attention: Assistant General Counsel, Real Estate

Licensee:                      City of Haverhill  
                                     City Hall, Office of Community Development  
                                     4 Summer Street, Room 309  
                                     Haverhill, Massachusetts 01830  
                                     Attn: Division Director  
                                     Telephone: (978) 374-2344  
                                     Fax: (978) 374-2332

with a copy to: \_\_\_\_\_

Either party may change the address at which it is to receive notices by giving notice as hereinabove set forth. Any notice or other communication in connection with this License shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted).

## 13. GENERAL PROVISIONS

(a) Failure of the Licensors to complain of any act or omission hereunder on the part of the Licensee, no matter how long the same may continue, shall not be deemed a waiver by the Licensors of any of its rights hereunder. No waiver by the Licensors at any time, express or implied, of any breach of any provision of this License shall ever be deemed a waiver of a breach of any other provision of this License, or a consent to any subsequent breach of the same or any other provision. If any action by the Licensee shall require the Licensors's consent or approval, such consent or approval on any particular occasion shall not be deemed a consent or approval of any other action on any subsequent occasion.

(b) If any provision of this License, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this License, or the application of

such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each provision of this License shall be deemed valid and enforceable to the fullest extent permitted by law.

(c) The paragraph and section headings contained in this License are for reference and convenience only and in no way define or limit the scope and contents of this License or in any way affect its provisions.

(d) This License constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written offers, negotiations, proposals, representations, agreements, courses of dealing and understandings between the parties relating to the subject matter hereof, and is subject to no understandings, conditions, or representations other than those expressly stated herein.

(e) This License may only be amended or modified by a writing signed by the Licensor and the Licensee and which refers to this License.

(f) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The Licensee agrees and consents that venue and jurisdiction shall be proper in the state court of any county of the Commonwealth of Massachusetts.

(g) Neither party to this License shall be responsible to the other for delays or errors in its performance or other breach of this License occurring solely by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, fire, labor disputes, flood or catastrophe, acts of God, insurrection, war, riots, delays of suppliers, or failure of transportation or communication.

(h) The parties agree that neither this License nor any memorandum or notice thereof shall be recorded at any registry of deeds and that such recording by the Licensee shall render this License immediately null and void, except for those provisions of this License and obligations of Licensee that survive the termination of this License.

(i) If the Licensee executes this License through an agent or representative, each such agent or representative hereby warrants and represents to the Licensor that he is authorized to execute, acknowledge, and deliver this License on behalf of the Licensee and to thereby bind the Licensee to the same.

(j) This License shall not be construed as creating or vesting in the Licensee any easement or estate in the Licensed Premises, but only the limited rights of possession and use under the License hereinabove described. The rights of the Licensee under this License are subject to any and all existing rights held by others within the Licensed Premises.

(k) This License: (i) may be executed in counterparts, each of which when executed by all parties to this License shall be deemed to be an original; (ii) shall take effect as a sealed instrument; (iii) shall bind and inure to the parties and their respective legal representatives, successors and assigns, except that the Licensee may not delegate any of its obligations under this License or assign this License; and (iv) is not intended to inure to any third-party beneficiary.

(l) Licensor and Licensee acknowledge that each of them and their counsel have had an opportunity to review this License and that this License shall not be construed against Licensor merely because Licensor has prepared it.

#### **14. EMINENT DOMAIN; CASUALTY**

If the Licensed Premises or the Licensor's Property, in whole or in part, is appropriated or acquired by any governmental agency or other party having the power of eminent domain, the Licensor may terminate this License. Any damages recoverable in respect to such appropriation or acquisition shall be the sole property of the Licensor, and the Licensee hereby releases unto the Licensor any interest it may have in the same. If the Improvements, in whole or in part, are damaged or destroyed by any fire or other casualty, Licensor shall have no obligation to Licensee to repair or restore the Improvements; all such repairs and restoration shall be the sole obligation of the Licensee, at its sole cost and expense excepting that caused by Licensor's gross negligence or willful misconduct.

#### **15. PLANS AND SPECIFICATIONS; ACCESS PRIOR TO EFFECTIVE DATE**

(a) Prior to installation of any improvements on the Licensor's Property, including the Licensed Premises, whether the initial Improvements or any future improvements, the Licensee shall deliver a complete set of plans and specifications ("Plans and Specifications") for such Improvements or any future improvements to the Licensor for Licensor's review and approval, which approval shall not be unreasonably withheld or delayed. Any modifications to the Plans and Specifications after Licensor's original approval shall also require the Licensor's written approval, which approval shall not be unreasonably withheld or delayed. With respect to the Improvements, Licensee shall deliver its proposed Plans and Specifications fully depicting the Walkway and any other Improvements to be built within the Licensed Premises as soon as reasonably practicable following the date of this License, but in no event shall delivery of such Plans and Specifications exceed the dates provided in Section 16 below. The Effective Date of this License shall not commence until the Plans and Specification for the Improvements are approved, as set forth in Section 16 below.

(b) It is understood and agreed that Licensee shall not have the right to access Licensor's Property, including the Licensed Premises, prior to the Effective Date hereof. To the extent the Licensee, or its agents, contractors or consultants, require access to the Licensor's Property, including the Licensed Premises, prior to the Effective Date of this License, Licensee agrees to execute an access agreement using Licensor's standard form.

#### **16. EFFECTIVE DATE**

Notwithstanding any provision in this License to the contrary, this License is expressly conditioned upon, and shall not become effective unless and until, the completion of the following to the Licensor's satisfaction, and the date on which all the conditions are satisfied shall be the "Effective Date" of this License:

(a) The Licensee has supplied the Licensor with a final set of Plans and Specifications fully depicting the Improvements to be installed on the Licensed Premises in connection with the installation of the Walkway, and the Licensor has approved in writing the locations of and installation methods therefor, which Plans and Specifications will be attached to the Effective Date Agreement described in (e) below. In accordance therewith, Licensee agrees to submit (i) a full set of 25% plans within five (5) years from the date of this License for review by Licensor; (ii) a full set of 75% plans within eight (8) years from the date of this License for review by Licensor; and (iii) a full set of final plans within ten (10) years from the date of this License, for review by Licensor.

(b) Licensee has obtained all of the Approvals in accordance with the terms of this License within ten (10) years from the date of this License;

(c) Licensee has obtained the insurance required by Paragraph 6 of this License and has delivered certificates of insurance to Licensor evidencing such insurance on or before the execution of the Effective Date Agreement;

(d) Licensee has provided to Licensor written confirmation, which may be in the form of a written representation by the Licensee, that there are no issues with any abutters regarding use of the Licensed Premises for the Permitted Uses at least one (1) month prior to the execution of the Effective Date Agreement. In addition, Licensee has provided a clerk's certificate evidencing the Town Meeting/governing authorization for its entry into this License, at least one (1) month prior to the execution of the Effective Date Agreement.

(e) Licensee and Licensor have executed the agreement in the form attached hereto as Exhibit D (the "Effective Date Agreement") within ten (10) years following the date of this License.

(f) Licensee completes construction of the Improvements and opens up the same for use by the public no later than eleven (11) years following the date of this License.

If any of the conditions contained in this Paragraph 16 are not completed to the Licensor's satisfaction on or before the dates set forth above, the Licensor may, at its option, terminate this License by written notice to the Licensee, in which event this License shall be null and void and without recourse to the parties hereto, except for any provisions of this License which by their terms shall survive said termination.

[End of Document - Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this License to be executed by their respective duly authorized officers under seal effective upon the date first above written.

LICENSOR: MASSACHUSETTS ELECTRIC COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE: CITY OF HAVERHILL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT LIST**

**EXHIBIT A- LICENSOR'S PROPERTY**

**EXHIBIT B-1 -- PROPERTY PLAN**

**EXHIBIT B-2 -- CONCEPT PLAN**

**EXHIBIT C- INSURANCE REQUIREMENTS**

**EXHIBIT D- EFFECTIVE DATE MEMORANDUM**



**EXHIBIT A**

**LICENSOR'S PROPERTY**

**EXHIBIT B**

**PROPERTY PLAN**

**EXHIBIT C**  
**CONCEPT PLANS**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

1. From the commencement of the Agreement through final expiration or longer where specified below, Licensee shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA, its direct and indirect parents, subsidiaries and affiliates (the "Insured Entities")), covering all activities to be performed under or in connection with and all uses permitted under this License, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

(a) **Workers' Compensation and Employers Liability Insurance** as required by the State in which the work activities under this License will be performed. If applicable, coverage shall include the U.S. Longshoreman's and Harbor Workers Compensation Act, and the Jones Act. The employer's liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.

(b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Licensee under or in connection with this License, with minimum limits of:

Bodily Injury (BI)	- \$1,000,000 per occurrence
Property Damage (PD)	- \$ 500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence
OR	
BI & PD per Occurrence	- \$1,000,000
General Aggregate & Product Aggregate	- \$2,000,000 each

- Coverage shall include: contractual liability (with this License, and any associated verbal agreements, being included under the definition of "Insured Contract" thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).
- If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this License and coverage shall be maintained continuously for the duration of this License and for at least two years thereafter.
- Additional Insured as required in Article 3 below,
- The policy shall contain a separation of insureds condition.

(c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Licensee under or in connection with this License with minimum limits of:

Bodily Injury	- \$500,000 per occurrence; 1,000,000 aggregate
Property Damage	- \$500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence

- Additional Insured as required in Article 3 below.

- (d) **Umbrella Liability or Excess Liability** coverage, with a **minimum** per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Article 1(b) above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Insurance Exhibit, and shall provide additional insured status as outlined in Article 3 below.
- (e) **Watercraft Liability**, if used in connection with this License, with the same **minimum** limits of liability as outlined in requirement 1(b) above, and naming the Insured Entities, including their officers and employees, as additional insured as outlined in article 3.
- (f) **Aircraft Liability**, if used in connection with this License, with a limit of liability of not less than \$10,000,000 combined single limit per occurrence, and naming the Insured Entities, including their officers and employees, as Additional Insureds as required in Article 3 below. Such coverage shall not include a per-passenger or per seat coverage limit.
- (g) **Contractors Pollution Liability (CPL)**: covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this License, including all operations to be performed by or on behalf of Licensee, or that arise out of the Licensee's use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of:

Bodily Injury (BI)	- \$1,000,000 per occurrence
Property Damage (PD)	- \$ 500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as Additional Insureds as outlined in Article 3 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event Licensee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Licensee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

- (h) **Risk of Loss**: Licensee shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then coverage will be acceptable under Licensee's property policy.

In the event that any equipment or materials (Goods) are supplied by the Insured Entities, an Insured Entities representative will provide the insurable value of the Goods to Licensee in writing, both cumulatively and on a maximum per item basis. Licensee will provide replacement cost insurance for these Goods under a blanket builder's risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of Licensee. Such insurance shall cover all Goods outlined in the License or as noted on subsequent contract amendments. The coverage limit shall apply on

either a per location basis or a maximum per item basis, and shall name the Insured Entities, as a Loss Payee with respect to their insurable interest as required in Article 3 below.

- (i) **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in items 1 b, c & d above.

If the term of this agreement is longer than five (5) years, in the fifth year, and every five (5) years thereafter, the Commercial General Liability and Umbrella/Excess Liability insurance limits required above shall be increased by the percentage increase in the Consumer Price Index from the month the License was executed to the month immediately preceding the first month of the year in which the increase is required.

- 2. **Self-Insurance:** Proof of qualification as a qualified self-insurer, if approved in advance in writing by an Insured Entities representative, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

In order for self insurance to be accepted, Licensee's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if Licensee has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if Licensee has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3; or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit rating assigned to an entity by such additional or alternative rating agency that is equal to or better than "BBB-" from S&P and/or "Baa3" from Moody's.

- 3. **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as Additional Insureds for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Licensee, including ongoing and completed operations, under this License. The following language should be used when referencing the additional insured status: **National Grid USA, its subsidiaries and affiliates shall be named as Additional Insured.**

The Loss Payee language, as required in article 1.h above, shall read as follows: **National Grid USA, its subsidiaries and affiliates shall be included as a Loss Payee as their interest may appear.**

To the extent Licensee's insurance coverage does not provide the full Additional Insured coverage as required herein, Licensee agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in Licensee's insurance coverage that may be out of compliance with this insurance requirement.

- 4. **Waiver of Recovery:** Licensee and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage

that may be self-insured by Licensee. To the extent Licensee's insurance carriers will not waive their right of subrogation against the Insured Entities, Licensee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Licensee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors, or agents.

5. **Contractors:** In the event Licensee uses Contractors in connection with this License, it is expressly agreed that Licensee shall have the sole responsibility to make certain that all Contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this License, and thereafter as required. Licensee shall remain liable for the performance of the Contractor, and such sub-contract relationship shall not relieve Licensee of its obligations under this agreement.

Unless agreed to in writing the by the Risk Management Department of National Grid USA Service Company, any deductible or self insured retentions maintained by any Contractor, which shall be for the account of the Contractor, and shall not exceed \$100,000. In addition, Contractor shall name both the Licensee and National Grid USA, (including their subsidiaries, affiliates, officers and employees), as Additional Insureds under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by National Grid, Licensee shall provide National Grid with an insurance certificate from its Contractor evidencing this coverage.

In the event any Contractor is unable to maintain all of the same insurance coverage as required in this insurance article, Licensee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in Contractor's insurance coverage that may be out of compliance with these insurance requirements.

6. **Insurance Certification:** Upon execution of this License, Licensee shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverage's required herein at the following address:

National Grid  
Attn: Risk & Insurance Bldg. A-4  
300 Erie Boulevard West  
Syracuse, NY 13202

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of Licensee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, whose approval shall not be unreasonably withheld, delayed or conditioned.

Licensee shall provide National Grid with at least 30 days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

7. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and Licensee fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice Licensee for said coverage.
8. **Incident Reports:** Licensee shall furnish the Risk Management Department of National Grid USA Service Company with copies of any non-privileged accident or incident report(s) (collectively, the "Documents") sent to Licensee's insurance carriers covering accidents, incidents

or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Licensee under or in connection with this License, excluding any accidents or incidents occurring on Licensee property. If any of the National Grid Companies are named in a lawsuit involving the operations and activities of Licensee associated with this License, Licensee shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by National Grid. However, in the event such Documents are deemed privileged and confidential (Attorney Client Privilege), Licensee shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney Client Privilege.

9. **Other Coverage:** These requirements are in addition to any which may be required elsewhere in this License. In addition, Licensee shall comply with any governmental site specific insurance requirements even if not stated herein.
10. **Coverage Representation:** Licensee represents that it has the required policy limits available, and shall notify National Grid USA Service Company's Risk Management Department in writing when the minimum coverage's required in this article herein have been reduced as a result of claims payments, expenses, or both. However, this obligation does not apply to any claims that would be handled solely within Licensee's deductible or self-insured retention.
11. **Responsibility:** The complete or partial failure of the Licensee's insurance carrier to fully protect and indemnify the Insured Entities per the terms of the License, including without limitation, this exhibit, or the inadequacy of the insurance shall not in any way lessen or affect the obligations of the Licensee to the Insured Entities.
12. **Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Licensee's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Licensee under or in connection with this License, or limiting, diminishing, or waiving Licensee's obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this License.



**EXHIBIT D**

**EFFECTIVE DATE AGREEMENT**

THIS EFFECTIVE DATE AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2017, by and between Massachusetts Electric Company, a Massachusetts corporation having a principal place of business at 40 Sylvan Road, Waltham, MA 02451 (hereinafter "Licensor"), and the City of Haverhill, a municipal corporation having a principal place of business at 4 Summer Street, Haverhill, Massachusetts 01830 (hereinafter the "Licensee").

**RECITALS:**

WHEREAS, Licensor and Licensee have entered into that certain License Agreement dated \_\_\_\_\_ (the "License"), which License is hereby incorporated by reference herein and made a part hereof, pursuant to which Licensor granted to Licensee the nonexclusive terminable right to use a portion of Licensor's Property for the purpose of construction and maintaining a walkway and certain other improvements; and

WHEREAS, the parties agreed to enter into this Effective Date Agreement in order to establish the Effective Date of the License and certain other items;

WHEREAS, capitalized terms used herein without definition shall have the same meanings as ascribed to such terms in the License;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Each reference in the License to any of the following terms shall be construed to incorporate the following data:
  - (a) The Effective Date is \_\_\_\_\_, 20\_\_.
  - (b) The expiration date is \_\_\_\_\_, 20\_\_.
  - (c) The Plans and Specifications shall consist of the following, and are attached hereto as Exhibit A:
2. Except as modified and amended hereby, the License shall remain in full force and effect and is in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized officers under seal effective upon the date first above written.

[ADD SIGNATURE BLOCKS HERE]

**CITY COUNCIL**

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



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

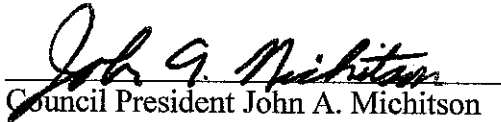
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CITY HALL, ROOM 204  
4 SUMMER STREET  
TELEPHONE: 978 374-2328  
FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycncl@cityofhaverhill.com

April 27, 2017

TO: Members of the City Council:

Council President Michitson wishes to present update on meeting with Group Homes stakeholders to address severe problems in Haverhill.

  
Council President John A. Michitson

**CITY COUNCIL**

**JOHN A. MICHITSON**  
*PRESIDENT*  
**MELINDA E. BARRETT**  
*VICE PRESIDENT*  
**ANDRES X. VARGAS**  
**MICHAEL S. MCGONAGLE**  
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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843

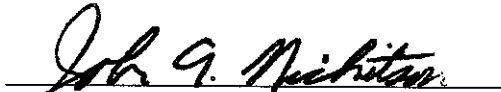
13.2<sup>2</sup>

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April 27, 2017

TO: Members of the City Council:

Council President Michitson wishes to propose Comprehensive Plan for Haverhill based on community support at Reach Higher School Success Forum last Thursday at Hunking School.

  
\_\_\_\_\_  
Council President John A. Michitson

13,3

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

April 25, 2017

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

Councillor Joseph Bevilacqua requests discussion regarding assistance to new businesses.

---

City Councillor Joseph Bevilacqua

**CITY COUNCIL**

**JOHN A. MICHITSON**  
*PRESIDENT*  
**MELINDA E. BARRETT**  
*VICE PRESIDENT*  
**ANDRES X. VARGAS**  
**MICHAEL S. MCGONAGLE**  
**JOSEPH J. BEVILACQUA**  
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**THOMAS J. SULLIVAN**



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

13,4<sup>4</sup>

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www.ci.haverhill.ma.us  
citycncl@cityofhaverhill.com

April 25, 2017

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

Councillor Joseph Bevilacqua requests discussion regarding new street light locations not on edge of street.

\_\_\_\_\_  
City Councillor Joseph Bevilacqua

**CITY COUNCIL**

**JOHN A. MICHITSON**  
*PRESIDENT*  
**MELINDA E. BARRETT**  
*VICE PRESIDENT*  
**ANDRES X. VARGAS**  
**MICHAEL S. MCGONAGLE**  
**JOSEPH J. BEVILACQUA**  
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**CITY OF HAVERHILL**  
HAVERHILL, MASSACHUSETTS 01830-5843


13,5 5

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FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycncl@cityofhaverhill.com

April 25, 2017

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

Communication from Councillor Barrett requesting to discuss the need for no passing signs on 125 in the vicinity of Jaffarian Road.

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

**CITY COUNCIL**

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



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

13.6


6

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FACSIMILE: 978 374-2329  
www.ci.haverhill.ma.us  
citycncl@cityofhaverhill.com

April 26, 2017

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

Councillor Joseph Bevilacqua requests a discussion regarding bike sharing opportunity.

  
\_\_\_\_\_  
City Councillor Joseph Bevilacqua

13-B



DOCUMENT 13-B

**CITY OF HAVERHILL**

In Municipal Council April 18 2017

1911

~~ORDERED:~~

**MUNICIPAL ORDINANCE**

**CHAPTER**

**AN ORDINANCE RELATING TO  
SALARIES FOR ADMINISTRATIVE & PROFESSIONAL POSITIONS**

BE IT ORDAINED by the City Council of the City of Haverhill that document 40-B of 2011, and any subsequent amendments thereto, be and are hereby amended by deleting the following words and figures:

"CITY COUNCIL	PRESIDENT	\$9,500.00
	COUNCILLORS (8)	\$8,000.00"*, and,

by inserting in place thereof the following:

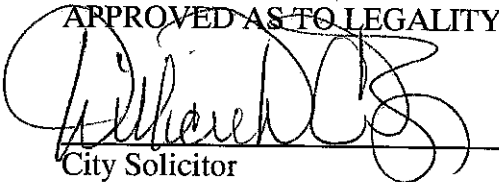
"CITY COUNCIL	PRESIDENT	\$14,384.00**
	COUNCILLORS (8)	\$12,884.00**

SCHOOL COMMITTEE	SCHOOL COMMITTEE MEMBER	\$ 8,250.00**
------------------	----------------------------	---------------

**\*\*Members of the City Council and School Committee shall not be paid any monies for expenses, except for documented reimbursable expenses as appropriated from time to time."**

**\*Note: Councillors currently receive compensation for salary and expenses in the amount of \$12,884.00 per year. School Committee Members currently receive an annual salary of \$8,250.00.**

APPROVED AS TO LEGALITY:

  
City Solicitor

PLACED ON FILE for at least 10 days

Attest:

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



**CITY OF HAVERHILL  
MASSACHUSETTS  
CITY SOLICITOR'S OFFICE**


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

*Related  
Communication*

**WILLIAM D. COX, JR.  
CITY SOLICITOR**

April 6, 2017

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

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

RE: Amending Salary Ordinance - City Council/School Committee

As we discussed, a recent issue has arisen with regards to City Councillor's expense monies. I have discussed the matter with Mr. Benevento, Director of Finance, who also consulted with the City's outside auditors. He has confirmed that to be consistent with current IRS regulations the expenses monies qualify as a "nonaccountable plan" and should be paid as wages reported on a W-2 to each Councillor, rather than being reported on a 1099 as is currently done.

The IRS Publication "Taxable Fringe Benefits Guide" was created by the Internal Revenue Service office of Federal, State and Local Governments (FSLG) to provide governmental entities with a basic reference guide to Federal tax rules relating to employee fringe benefits and reporting. The Guide provides: "A nonaccountable plan is an allowance or reimbursement program or policy that does not meet all three requirements for an accountable plan. Payments, including advances, reimbursements, allowances, etc., made under a nonaccountable plan are taxable wages subject to all withholding when paid or when constructively received by an employee. The employees may be able to deduct these expenses as itemized deductions on their individual tax returns. *Reg. §1.62-2(c)(3)*".

Accordingly, I have submitted to you an updated ordinance which incorporates both the wages and expenses as required. In updating the Ordinance, it was noted that the School Committee salaries should also be included in the Ordinance, as state law provides for Council approval of the salaries. Previously this was done through the budget process. It should be noted that the Ordinance does not provide for an increase in compensation for members of the City Council or School Committee.

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

cc: Charles Benevento, Director of Finance

60  
DOCUMENT 60



CITY OF HAVERHILL

In Municipal Council April 25 2017

14.2

ORDERED:

**That the Mayor be and is hereby authorized to execute a certain Easement from the City to G & C Concrete Construction, Inc., attached hereto and incorporated herein, relative to real property located on Stevens Street, Haverhill, Essex County, Massachusetts, for the purpose of granting a right of way and access to abutting property owned by the grantees.**

**Said real property located on Stevens Street as described in the Easement is hereby declared surplus.**

POSTPONE TO MAY 2 2017

Attest:

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

## EASEMENT

The **City of Haverhill**, a municipal corporation having a usual place of business at 4 Summer Street, Haverhill, Essex County, Massachusetts 01830,

For Consideration Paid and in full consideration of ONE DOLLAR and 00/100 (\$1.00),

Grants to **G & C Concrete Construction, Inc.**, a Massachusetts corporation having a usual place of business at 25 Hale Street, Haverhill, Massachusetts 01830,

With Quitclaim Covenants:

A perpetual, non-exclusive, right of way and access easement, across, over, on and through the property designated as the "Use Easement, Area = 6,399 +/- Sq Ft (0.147 +/- Acres)" as shown of Easement Plan of Land in Haverhill, Massachusetts, prepared for Arch Street Development, by VHB, Inc., Engineers, Scientists, Planners, Designers, 101 Walnut Street, P.O. Box 1951, Watertown, MA 02471-9151, Scale 1" = 40', Dated October 4, 2016 to be recorded herewith.

The easement granted hereby shall be for use including ingress and egress to, from, upon and over the property described to provide access to other property owned by the Grantee.

This Easement shall be binding and inure to the benefit of the parties successors and assigns.

The Grantor, its successors and assigns, agree not to obstruct the easement area on a permanent basis. The area must be kept clear of trees, shrubbery, structures, buildings, foundations, walls and other obstructions, except as agreed upon by the G & C Concrete Construction, Inc. The Grantor shall not alter the topography of the easement area or in any way redirect or obstruct drainage flow, except as agreed by G & C Concrete Construction, Inc. There shall be no parking or standing of motor vehicles at any time on any of the easement area by the Grantee.

For title, see document accepting Stevens Street as a public way dated October 18, 1994 signed by Barbara A. Mackinnon, City Clerk and approved by James A. Rurak, Mayor.

Witness our hands and seals this \_\_\_\_ of February, 2017.

IN CITY COUNCIL: \_\_\_\_\_

PASSES

Attest: \_\_\_\_\_

City Clerk

APPROVE AS TO LEGALITY

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

City of Haverhill

\_\_\_\_\_  
By: James J. Fiorentini, Mayor

**THE COMMONWEALTH OF MASSACHUSETTS**

Essex, ss.

On this \_\_\_ day of February, 2017, before me, the undersigned Notary Public in and for this Commonwealth, personally appeared **James J. Fiorentini in his capacity as Mayor of the City of Haverhill**, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Mayor of the City of Haverhill.

*(official seal)*

\_\_\_\_\_  
Notary Public  
My commission expires:



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

April 21, 2017

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

**RE: Easement Agreement with G & C Concrete Construction, Inc.**

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

Attached, please find an order authorizing the execution of an easement agreement from the City of Haverhill to G & C Concrete Construction, Inc. relative to real property located on Stevens Street, Haverhill, Essex County, Massachusetts, for the purpose of granting a right-of-way and access to an abutting property owned by the grantees .

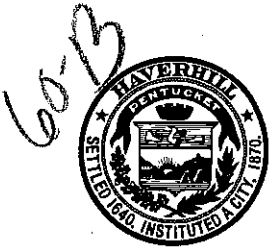
This easement agreement is related to the reconstruction development of the enhancement of the Stevens Street property.

I recommend approval.

Very truly yours,

**James J. Fiorentini, Mayor**

JJF/lyf



DOCUMENT 60-B

143

**CITY OF HAVERHILL**

In Municipal Council April 25 2017

ORDERED:

**That the Mayor be and is hereby authorized to accept a certain Easement from G & C Concrete Construction, Inc. to the City, attached hereto and incorporated herein, relative to real property located adjacent to Little River, Haverhill, Essex County, Massachusetts, for the purpose of construction and maintenance of a pedestrian walkway for the benefit of the inhabitants of the City of Haverhill and the general public.**

POSTPONED to MAY 2 2017

Attest:

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

## **EASEMENT**

**G & C Concrete Construction, Inc.**, a Massachusetts corporation having a usual place of business at 25 Hale Street, Haverhill, Massachusetts 01830,

For Consideration Paid and in full consideration of ONE DOLLAR and 00/100 (\$1.00),

Grant to the **City of Haverhill**, a municipal corporation having a usual place of business at 4 Summer Street, Haverhill, Essex County, Massachusetts 01830 and to its successors and assigns

With Quitclaim Covenants:

A perpetual, non-exclusive, pedestrian easement area over, across and through the property designated as the "Riverwalk Easement, Area = 9,184 +/- Sq Ft (0.2 +/- Acres)" as shown of Easement Plan of Land in Haverhill, Massachusetts, prepared for Arch Street Development, by VHB, Inc., Engineers, Scientists, Planners, Designers, 101 Walnut Street, P.O. Box 1951, Watertown, MA 02471-9151, Scale 1" = 40', Dated October 4, 2016 to be recorded herewith.

The easement is for the construction and maintenance of a pedestrian walkway for the benefit of the inhabitants of the City of Haverhill and the general public. The Grantee shall also have a non-exclusive temporary access easement across Grantor's property, in common with others entitled to use any property, for the purpose of constructing, reconstructing and maintaining the pedestrian walkway, however, Grantee agrees to restore and repair any damage to Grantor's Property that may be directly caused by said construction, reconstruction, or maintenance of the pedestrian walkway at Grantee's sole cost. The inhabitants of the City of Haverhill and the general public shall have a non-exclusive access easement on a five foot wide sidewalk adjacent to the building on Grantor's property, in common with others entitled to use any property, for the sole purpose of accessing the pedestrian walkway.

This Easement shall be binding and inure to the benefit of the parties successors and assigns.

The Grantor, its successors and assigns, agree not to obstruct the easement area in any way. The area must be kept clear of trees, shrubbery, structures, buildings, foundations, walls and other obstructions not associated with a pedestrian walkway, except as agreed upon by the City. The Grantor shall not alter the topography of the easement area or in any way redirect or obstruct drainage flow, except as agreed by the City.

It is expressly agreed between the parties hereto that the Grantee and its agents shall have the right to inspect the easement herein granted and to cut, clear, and remove all undergrowth, obstructions, or improvements lying within, upon, or adjacent to said easement, that in any way



endanger or interfere with the proper use of the same, and, to construct, reconstruct, or maintain said pedestrian walkway as provided for above.

For title, see deed of Hudson Industrial Park Realty Trust to G&C Concrete Construction, Inc. dated May 17, 2016 recorded at the South Essex District Registry of Deeds on June 24, 2016 in Book 35026, Page 477.

Witness our hands and seals this \_\_\_\_\_ of December, 2016.

G&C Concrete Construction, Inc.

\_\_\_\_\_  
By: Michael Curtis, president

G&C Concrete Construction, Inc.

\_\_\_\_\_  
By: Michael George, treasurer

IN CITY COUNCIL: \_\_\_\_\_

PASSES

Attest: \_\_\_\_\_

City Clerk

APPROVE AS TO LEGALITY

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

APPROVED:

\_\_\_\_\_  
James J. Fiorentini, MAYOR

**THE COMMONWEALTH OF MASSACHUSETTS**

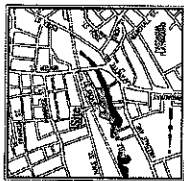
Essex, ss.

On this \_\_\_ day of February, 2017, before me, the undersigned Notary Public in and for this Commonwealth, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

*(official seal)*

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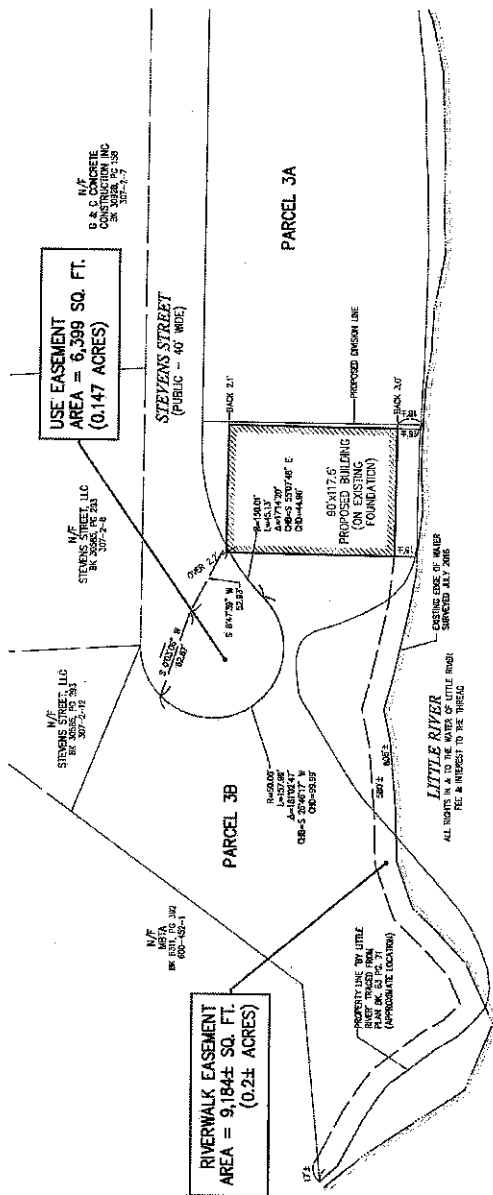
Notary Public  
My commission expires:



LOCUS  
(1-1259)



RESERVED FOR REGISTRY USE ONLY



**Record Owner**

STEVENS STREET, LLC  
100 WILMOT STREET  
HAVERHILL, MA  
01830-2002

**Plan Reference**

- 1) PLAN BOOK 348 PAGE 145
- 2) PLAN BOOK 348 PAGE 145
- 3) PLAN BOOK 348 PAGE 145
- 4) BOOK 348 PAGE 145
- 5) BOOK 348 PAGE 145
- 6) BOOK 348 PAGE 145
- 7) BOOK 348 PAGE 145
- 8) BOOK 348 PAGE 145
- 9) BOOK 348 PAGE 145
- 10) BOOK 348 PAGE 145
- 11) BOOK 348 PAGE 145
- 12) BOOK 348 PAGE 145
- 13) BOOK 348 PAGE 145
- 14) BOOK 348 PAGE 145
- 15) BOOK 348 PAGE 145
- 16) BOOK 348 PAGE 145
- 17) BOOK 348 PAGE 145

**General Notes**

- 1) THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY CONDUCTED BY THE ENGINEER IN APRIL 2008 AND FROM DEEDS AND PLANS OF RECORD.
- 2) HORIZONTAL DATUM IS BASED ON MASS. GEO. SYSTEM AND 1983.
- 3) PROPOSED BUILDING IS TO BE SET ON EXISTING FOUNDATION.
- 4) EXISTING PARCELS IS TO BE SHOWN INTO PARCELS 3A & 3B.
- 5) THE PURPOSE OF THIS PLAN IS TO CREATE A "RIVERWALK EASEMENT" AND A "USE EASEMENT OVER STEVENS STREET" FOR THE PROPOSED BUILDING & EXISTING ADJACENTS.

**Certification**

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MASSACHUSETTS. I HAVE REVIEWED THE RECORDS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS AND THE RECORDS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS AND I HAVE DETERMINED THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PREPARED BY: VHB, Inc.  
Engineers | Scientists | Planners | Designers  
100 Wilmot Street, P.O. Box 9151  
Haverhill, MA 01830-2002  
(877) 924-1770



SCALE: 1" = 40' FEET DATE: OCTOBER 4, 2016

EASEMENT PLAN OF LAND  
IN  
**HAVERHILL**  
MASSACHUSETTS

PREPARED FOR: ARCH STREET DEVELOPMENT  
PREPARED BY: VHB, Inc.  
Engineers | Scientists | Planners | Designers  
100 Wilmot Street, P.O. Box 9151  
Haverhill, MA 01830-2002  
(877) 924-1770

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

April 21, 2017

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

**RE: The Acceptance Of An Easement – G & C Concrete Construction, Inc.**

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

Attached, please find an order for an easement agreement with G & C Concrete Construction, Inc. relative to real property located adjacent to Little River, Haverhill, Essex County, Massachusetts, for the purpose of construction and maintenance of a pedestrian walkway for the benefit of the residents of the City of Haverhill and the general public.

This easement agreement is related to the reconstruction development of the enhancement of the Stevens Street property.

I recommend approval.

Very truly yours,

**James J. Fiorentini, Mayor**

JJF/lyf

P R O C L A M A T I O N

*Letter Carriers' Stamp Out Hunger Food Drive Day*

WHEREAS: Every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one day food drive, distributing the donations to local food banks; and

WHEREAS: The Letter Carriers' Stamp Out Hunger Food Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, more than 1.5 billion pounds of food have been collected; and

WHEREAS: We recognize all letter carriers for their hard work and their commitment to their communities. All of the food collected in our community stays in our community and we support carriers' efforts to help those in need in our community; and

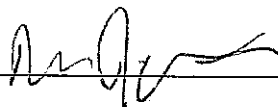
WHEREAS: We also recognize the noteworthy milestone of 25 years that the national Letter Carrier Food Drive celebrates in 2017.

NOW THEREFORE, I, JAMES J. FIORENTINI, MAYOR of the City of Haverhill do hereby proclaim Saturday, May 13, 2017, as

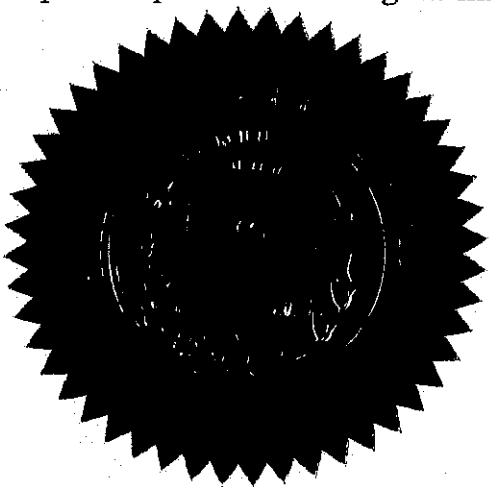
***LETTER CARRIERS' STAMP OUT HUNGER FOOD DRIVE DAY***

And encourage the citizens of our community to support the food drive by placing non-perishable food items in or near your mailbox on Food Drive Day. Your letter carrier will pick it up while delivering the mail—and together, we can all help to feed our hungry.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the City of Haverhill to be affixed this 13<sup>th</sup> day of May in the year of Our Lord two thousand and seventeen.



MAYOR JAMES J. FIORENTINI



1512

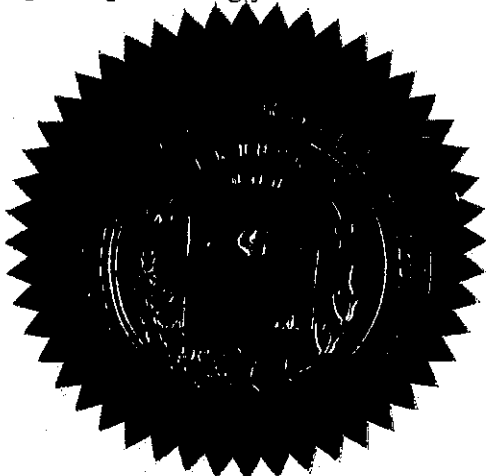
## PROCLAMATION

- Whereas** The citizens of Haverhill value their health and mental health and that of their families; therefore, they are proud to support observances such as Children's Mental Health Week; and
- Whereas** One in five children has a diagnosable mental health disorder and one-half of all lifetime instances of mental illness begin before age 14; and even some children and youth with the most intense needs and some who are insured may not receive services; and
- Whereas** Children and youth with mental health needs in elementary, middle and high school are more likely to be bullied, absent, suspended, expelled or fail to graduate; and
- Whereas** Learning to recognize the early warning signs of mental health needs and where to obtain the necessary support, assistance and treatment gives children and youth better opportunities to lead full and productive lives; and
- Whereas** The participation and partnership of family members in the assessment and treatment of children and youth is essential to positive outcomes; and
- Whereas** Our nation's future depends on the health and well-being of its families and their children; and
- Whereas** Children's Mental Health Week was developed by families of children with emotional, behavioral and mental health needs, to focus on the needs of their children and families; in celebrating this year's theme: "Healthy Families, Resilient Children: Mental Health is a Family Affair" it is fitting to increase public awareness among all Haverhill citizens of this important issue;

NOW, THEREFORE, I, JAMES J. FIORENTINI, DO HEREBY PROCLAIM MAY 7-13, 2017 as

### CHILDREN'S MENTAL HEALTH AWARENESS WEEK

And urge all the citizens of the Commonwealth to take cognizance of this event and participate fittingly in its observance.



IN WITNESS WHEREOF, I hereunto Set My Hand And Caused The Seal Of The City Of Haverhill To Be Affixed This 24<sup>th</sup> Day Of April In The Year Of Our Lord Two Thousand and Seventeen

  
JAMES J. FIORENTINI, MAYOR

**CITY COUNCIL**

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



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

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

**DOCUMENTS REFERRED TO COMMITTEE STUDY**

6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	2/9/16
6-W	Communication from Councillor Bevilacqua requesting to discuss Wood School Playground	NRPP	2/23/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F	3/15/16 9/6/16, 11/3/16, 1/17/17
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 1/31/17
26E	City of Haverhill – Mayor’s Recommendations, Capital Improvement Program – 2016-2020	A & F	5/31/16 11/3/16
108-N	Communication from Councillors Bevilacqua and LePage requesting discussion regarding appropriate safe regulation of marijuana shop access and locations	A & F	12/6/16
108-W	Communication from Councillor Bevilacqua requesting to introduce Brad Brooks and residents of Bradfields Dr. and East Broadway to discuss neighborhood issues	Citizen Outreach	12/13/16 1/31/17
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizen Outreach	1/3/17 1/31/17
10-U	Communication from Pres. Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizen Outreach	1/31/17
10-X	Communication from Councillor Bevilacqua requesting to discuss ways to address senior citizen needs in Haverhill	Citizen Outreach	1/31/17
31-K	Communication for Councillor Macek requesting to discuss proposal to create bike lanes throughout the City	Planning & Dev.	2/14/17
41-I	Communication from Councillor Macek requesting discussion relative to possible time & usage changes for Downtown Business District Washington St. loading zone	Planning & Dev.	3/21/17
39	Revise Central Business District Parking Map (Plan 2B/3418 in City Engineer’s office by removing current parking space just to west of Porter Place, Washington St., south side	Planning & Dev.	3/21/17
41-P	Communication from Councillor Daly O’Brien requesting discussion about managing Mayor’s State of the City address being held on the same night as a City Council meeting	A&F	4/5/17
58-D	Communication from Councillors Sullivan, Macek and Bevilacqua requesting to discuss ongoing tree problem on City property abutting & impacting Holland’s Flowers at 577 S. Main St.	NRPP	4/25/17