



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, October 27, 2015 at 7:00 PM
City Council Chambers, Room 202

1. **APPROVAL OF RECORDS OF THE PREVIOUS MEETING**
2. **ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING**
3. **COMMUNICATIONS FROM THE MAYOR**
 - 3.1 Communication from Mayor Fiorentini requesting to update Council along with Energy Director Orlando Pacheco regarding the *Energy Aggregation Agreement* Attachment
 - 3.2 Communication from Mayor Fiorentini submitting *Memorandum of Agreement* and related *Salary Ordinance* between City and AFSCME Group – Wastewater Treatment plant
 - 3.2.1 Ordinance re: Salaries – *AFSCME Group – Wastewater Treatment Plant* **File 10 days**
 - 3.3 Communication from Mayor Fiorentini submitting list of Precinct Officers in the several wards of the City for 2015
Attachments
4. **COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES**
NO SCHEDULE
5. **UTILITY HEARING(S) AND RELATED ORDER(S)**
NO SCHEDULE
6. **APPOINTMENTS**
 - Confirming Appointments
NO SCHEDULE
 - Non-confirming Appointment
NO SCHEDULE
 - Resignations:
7. **PETITIONS:**
NO SCHEDULE
8. **APPLICATIONS/HANDICAP PARKING SIGNS**
NO SCHEDULE
9. **ONE DAY LIQUOR LICENSES**
 - 9.1. **ONE DAY BEER AND WINE LICENSE**
NO SCHEDULE
10. **APPLICATIONS FOR PERMIT**
NO SCHEDULE
11. **TAG DAYS**
NO SCHEDULE



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12. ANNUAL LICENSE RENEWALS:

ROLLER SKATING RINK

NO SCHEDULE

POOL TABLES

NO SCHEDULE

BOWLING

NO SCHEDULE

Sunday Bowling

NO SCHEDULE

BUY & SELL SECOND HAND CLOTHING

NO SCHEDULE

BUY & SELL SECOND HAND ARTICLES

NO SCHEDULE

JUNK DEALER

NO SCHEDULE

BUY & SELL OLD GOLD

NO SCHEDULE

PAWNBROKER

NO SCHEDULE

LIMOUSINES

NO SCHEDULE

AUCTIONEER

NO SCHEDULE

13. HAWKER/PEDDLER:

NO SCHEDULE

14. DRAINLAYER 2015 LICENSE:

NO SCHEDULE

15. HEARINGS AND RELATED ORDERS:

NO SCHEDULE

16. MOTIONS AND ORDERS:

16.1 ORDER – Transfer \$38,870.00 from Salary Reserve account in the amount stated to the following General Fund Account to fund the *Highway/Park Departmental Salary* contract dated August 25 2015:

Highway Department Salaries	\$23,050.00
Vehicle Maintenance Salaries	5,850.00
Refuse Collection & Disposal Salaries	1,700.00
Park Department Salaries	8,270.00

Attachment



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16.2ORDER – Authorize payment of bills of previous years and further authorize payment from current year departmental appropriations as listed:

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Brite-Lite Electrical Co Inc	\$3,711.50	Street Light Maintenance
Capital Waste Services	1,500.75	Recycling
Direct Energy Services	1,857.45	Highway
Glacial Energy	4,052.64	Public Property

Attachment

17. ORDINANCES (FILE 10 DAYS)

17.1 Ordinance re: Vehicles and Traffic; Amend City Code Chapter 240-92 Schedule I: Mandatory Turns:
Location of South Main st to Salem st Intersection **File 10 days**

Related communication from City Engineer John Pettis

18 UNFINISHED BUSINESS OF PRECEDING MEETINGS:

18.1 Document 77-C; Bond Order – Amend previous Bond Order for floodwall – Appropriate \$6,061,000
for new boardwalk atop the Merrimack River floodwall **Attachment**

Filed October 15th 2015

18.2 Document 119-O; Communication from President Michitson requesting to introduce Bianca Mercado
to discuss citizen needs in the ACRE Neighborhood

Postponed from October 20th

Attachment

19 MONTHLY REPORTS

NO SCHEDULE

20 COMMUNICATIONS FROM COUNCILLORS

20.1 Communication from President Michitson requesting to discuss traffic safety issues on Willow
Avenue

20.2 Communication from Councillors LePage and Barrett requesting to discuss resident concerns about
speeding on South Kimball st

20.3 Communication from Councillor Daly O'Brien requesting an update on the alleyway lighting in the
downtown

20.4 Communication from Councillor Daly O'Brien requesting an update on projects that require paving
before the winter weather

20.5 Communication from Councillor Sullivan requesting an update on the abandoned building program

20.6 Communication from Councillor LePage requesting a follow up and update about the middle school
health program

20.7 Communication from Councillor LePage requesting the removal of a handicap parking space at 26
Portland st **Attachments**



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21 RESOLUTIONS AND PROCLAMATIONS

21.1 PROCLAMATION – *EXTRA MILE DAY*; “go the extra mile in personal effort, volunteerism and service” -
November 1st 2015 Attachment

22 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

23 DOCUMENTS REFERRED TO COMMITTEE STUDY

24 ADJOURN

3.1



JAMES J. FIORENTINI
MAYOR

**CITY OF HAVERHILL
MASSACHUSETTS**

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October 23, 2015

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

RE: Energy Aggregation Update

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

I request permission to update the City Council regarding the Energy Aggregation Agreement. I have requested that Orlando Pacheco, our Energy Director, attend the City Council meeting to answer and address any questions. I am pleased to announce the City of Haverhill Community Choice Power Supply Program will start with the December meter reads for Haverhill residents, business, and industrial customers. All accounts currently receiving basic service will be enrolled, and will have the ability to "opt out" if they choose.

The rate, which will be fixed for a 12 month period, is 9.975 per KWH. This represents a significant saving to the basic service rate to take effect in November of 13.1 cents per KWH. It should be noted that the supply portion generally make up approximately 2/3rds of the overall electric bill. On a usage of 750 KWH/ month the ratepayer will save approximately \$22.00/month.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah

**CITY OF HAVERHILL
COMMUNITY CHOICE POWER SUPPLY PROGRAM
COMPETITIVE ELECTRIC SERVICE AGREEMENT**

**PREPARED BY
COLONIAL POWER GROUP, INC.**

WHEREAS, the Massachusetts Legislature has adopted Chapter 164 of the Electric Utility Restructuring Act of 1997, ("Restructuring Act"), which, *inter alia*, (1) allows for competition in the generation and supply of electricity to consumers, (2) authorizes municipalities to aggregate the electrical load of electricity consumers within their boundaries, and (3) allows municipal aggregators to formulate an aggregation plan and conduct aggregation programs;

WHEREAS, the City of Haverhill ("City") has developed a Community Choice Power Supply Program ("Program") to aggregate consumers located within the City and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the City has received approval of its Program from the Massachusetts Department of Public Utilities ("Department") in D.P.U. 15-61;

WHEREAS, Hampshire Council of Governments, a council of governments established pursuant to M.G.L. c. 34B, § 20, acting in its capacity as a Competitive Supplier licensed by the Department and doing, a State corporation duly authorized to conduct business as Hampshire Power in the Commonwealth of Massachusetts ("Competitive Supplier"), desires to provide All-Requirements Power Supply to consumers located within the City, pursuant to the terms and conditions of the City's Program and this Competitive Electric Service Agreement (ESA); and

WHEREAS, the City desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative to Basic Service for consumers within the City.

NOW THEREFORE, IT IS AGREED THAT, the City and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ARTICLE 1 DEFINITIONS

Capitalized and in bold type terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.1 All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Consumers at the Point of Sale.

1.2 Bankruptcy - With respect to a Party, such Party (i) ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and, such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, *provided that*, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.3 Basic Service - As defined in M.G.L. c. 164, § 1 and in orders of the Department, as amended or promulgated, as the case may be, from time to time.

1.4 Change in Law - As used herein, means any of the following:

- a) if, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any Governmental Authority with competent jurisdiction, including without limitation any amendment, modification or change in construction or interpretation of the Local Distributor's tariffs, (i) it becomes

unlawful for a Party to perform any obligation under this ESA, or (ii) any Competitive Supplier or municipal aggregator or other similar license, certification or franchise status or requirements are imposed or altered in any material respect;

- b) if, (i) any regulatory agency or court having competent jurisdiction over this ESA or the Program requires a change or addition to the terms of this ESA or the Program rules or protocols that adversely affects a Party in any material respect, or (ii) any regulatory or court action affects a Party's ability to perform under this ESA in any material respect;
- c) if, any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, or transaction taxes or any other governmental taxes, charges, licenses, fees or assessments (other than such charges based on net income or net worth), or increases in such charges, or an application of such charges to a new or different class of parties, is levied or enacted, and thereafter becomes effective after the Effective Date of this ESA, that is applicable to the Competitive Supplier of its performance under this ESA; or
- d) if any new or additional charges, fees, and/or obligations, including without limitation transmission or capacity requirements or charges, are imposed on the Competitive Supplier or its customers by ISO-NE or any Governmental Authority or Local Distributor, or there are any other changes to retail electric customer supply access or municipal aggregation programs in a manner which increases the cost of performance by the Competitive Supplier under this ESA.

1.5 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations.

1.6 Competitive Supplier - Hampshire Council of Governments, a council of governments established pursuant to M.G.L. c. 34B, § 20, acting in its capacity as a Competitive Supplier licensed by the Department and doing business as Hampshire Power.

1.7 Delivery Term - The period for which prices for All-Requirements Power Supply have been established, as set forth Exhibit A.

1.8 Department - The Massachusetts Department of Public Utilities or any successor state agency.

1.9 EDI - Electronic Data Interchange: The exchange of business data in a standardized format between business computer systems.

1.10 Effective Date - The date on which this ESA is executed by the Parties (to be determined by the later date, if the Parties execute on different dates).

1.11 Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor as of the Effective Date, at one or more locations within the geographic boundaries of the City. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the City; as such boundaries exist on the Effective Date of this ESA.

1.12 ESA - This Competitive Electric Service Agreement.

1.13 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the City may not be asserted as an event of *Force Majeure* by the City; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

1.14 General Communications - The type of communications described and defined in Article 5.7 herein.

1.15 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the City.

1.16 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

1.17 Green Power – Electric energy generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as may be defined by M.G.L. c. 25 A, § 11F, § 11F1/2, or M.G.L. c. 164, § 1, or, that may be otherwise added by mutual agreement of the Parties.

1.18 ISO-NE - The New England Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New England and the bulk transmission of electricity throughout the New England power grid.

- 1.19 kWh, kW** - Kilowatt-hour and kilowatts, respectively.
- 1.20 Local Distributor** - Utility, or any successor company(ies) or entity(ies) providing electricity distribution services in the City.
- 1.21 NEPOOL** - The New England Power Pool.
- 1.22 New Consumers** - Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date.
- 1.23 Participating Consumers** - Eligible Consumers enrolled in the Program.
- 1.24 Parties** - The City and Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.
- 1.25 Plan** - Haverhill's Community Choice Power Supply Program as adopted or amended by the City from time to time, and as approved by the Department on September 17, 2015 in D.P.U. 15-61. The Aggregation Plan is a plan developed by the City to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.
- 1.26 Point of Delivery** - The point of interconnection between NEPOOL Pool Transmission Facilities and the transmission facilities of the Local Distributor.
- 1.27 Point of Sale** - The electric meter for each Participating Consumer's account, as designated by the Local Distributor.
- 1.28 Program** - Haverhill's Community Choice Power Supply Program, under which, the Plan is described and implemented.
- 1.29 Retail Price** - As set forth in Exhibit A.
- 1.30 Service Commencement Date** - The Participating Consumers' first meter read dates for the month of December 2015, or as soon as necessary arrangements can be made with the Local Distributor thereafter.
- 1.31 Term** - As defined in Article 4.1.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers pursuant to the terms of the Program and this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distributor will continue to have the right

and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Basic Service, until changes in law, regulation or policy may allow otherwise. Competitive Supplier further recognizes that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier.

The City authorizes the Competitive Supplier on behalf of the City and any Participating Consumers to take any and all actions the Competitive Supplier deems necessary to permit switching and enrollment in accordance with Department regulations, the Competitive Supplier's and the Local Distributor's rules and terms hereof. The City further authorizes the Competitive Supplier to remove any Participating Consumer from the Program if, according to the Competitive Supplier's sole discretion, such Participating Consumer breaches the terms of this ESA including, without limitation, any terms or conditions of Exhibit A.

In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the geographic boundaries of the City change during the term of this ESA, Competitive Supplier shall only be obligated to supply All-Requirements Service to those Participating Consumers located within the City as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distributor, and any arrangements which may be necessary with the ISO-NE so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The City shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the City agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent such errors are caused by errors or omissions in the information provided to it by the Local Distributor.

2.2 AGENCY RELATIONSHIP

The City is authorized to act on behalf of the Eligible Consumers in contracting for electric supply for such Eligible Consumers, and is authorized to act as agent for all Participating Consumers. The City and Competitive Supplier agree and understand that Participating Consumers shall be principals under this ESA and shall have privity of contract with Competitive Supplier; *provided, however*, that in any litigation arising under this ESA, only the City, as agent for the Participating Consumers, has the right to bring claims against the Competitive Supplier.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the Federal Energy Regulatory Commission (FERC), the Department, Massachusetts Attorney General (AG), and the Massachusetts Department of Energy Resources (DOER) and any other governmental authorities having jurisdiction over any element of the transactions contemplated by this ESA.

2.4 CONDITIONS PRECEDENT

The City's obligations under this ESA shall be conditioned upon the Competitive Supplier, or, with respect to (c) and (d) below, Competitive Supplier's wholesale power marketing affiliate, fulfilling the following requirements:

- a) maintain Competitive Supplier's license from the Department (as such term is defined in the Local Distributor's Terms and Conditions for Competitive Suppliers);
- b) execute a Competitive Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
- c) execute any appropriate ISO-NE applications and agreements;
- d) obtain authorization from the FERC to sell power at market-based rates; and
- e) complete EDI testing with Local Distributor.

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, either Party may terminate this ESA without any liability to the other Party.

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges that the City shall have exclusive ownership of all right, title, and interest in and to all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as a result of execution of this ESA. Competitive Supplier shall use Eligible Consumer data solely to provide All-Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data without the prior written consent of the City is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Consumer data with affiliates and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to inform any such vendor of the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA. Except as expressly provided in this ESA, Competitive Supplier shall not disclose any Eligible Consumer data to any third-party that has not executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties, and Competitive Supplier shall take Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. Notwithstanding the foregoing, the Parties agree that contract employees and entities with which Supplier

contracts to provide contract employees shall not be deemed third parties for purposes of this Section 2.5. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier have access to or make use of any Eligible Consumer data, Competitive Supplier shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to M.G.L. c. 164, § 134 and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not unreasonably interfere with the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations or policies of the Department, the Local Distributor and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Notwithstanding the foregoing, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Local Distributor notifies Competitive Supplier of the existence of a New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All-Requirements Power Supply to such New Consumer as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program ("Opt-Out Notice"). The Opt-Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment. The Competitive Supplier, in its discretion as to form and content shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) provide a summary of the prices and terms included in Exhibit A as well as fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) state how such New Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; and (iv) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the City, such approval not to be unreasonably withheld.

The above procedures also apply to New Consumers that are subsequent to the initial enrollment; however, it is the responsibility of the Competitive Supplier to request the subsequent New Consumer's pertinent information from the Local Distributor on a quarterly basis.

The Competitive Supplier is responsible for all mailings and mailing costs associated with consumer notification whether it be for the initial enrollment or subsequent enrollments. The Competitive Supplier will maintain a complete list of opt-outs throughout the life of the contract whether received prior to the initial enrollment or after accounts have been enrolled. Upon request, the Competitive Supplier will make this opt-out list available to the City or its agent. The Competitive Supplier will conduct the initial opt-out mailing in a timeframe necessary for service to commence as early as the Participants' December 2015 meter readings.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors or omissions in connection with its notification of Eligible Consumers resulting from errors or omissions in the information provided to it by the Local Distributor.

3.3 CONSUMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier or Colonial Power Group, Inc. (CPG) may conduct consumer awareness efforts at its sole expense.

3.4 ENROLLMENT

3.4.1 Participating Consumers - All Participating Consumers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out. Within one (1) day after the Effective Date, the City shall provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumers' service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 New Consumers - If New Consumers elect not to opt-out of the Program as provided in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Consumers in accordance with applicable Local Distributor rules.

3.4.3 Eligible Consumers Opting Out - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier may provide All-Requirements Power Supply to such Eligible Consumers at Competitive Supplier's discretion, at a price determined by the then-prevailing market conditions. Besides accurately and promptly transmitting information provided by such Eligible Consumers to the Local Distributor and following any procedural or other steps which may be mutually agreed to, the Competitive Supplier shall be responsible for enrolling all

Eligible Customers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

3.4.4 Consumers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply at the Competitive Supplier's discretion at a price determined by the then-prevailing market conditions.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, *provided, however*, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumers' first meter read dates for the month of December 2016, unless terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

- a) by the City, or the Competitive Supplier, if either Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 4.2(c)), within sixty (60) days following written notice to do so by the non-breaching party; or
- b) by the City, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- c) by the City in the event of the failure of the Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers, in the absence of *Force Majeure* or the City's failure to perform and without the benefit of any cure period; *provided, however*, that the City shall not be permitted to terminate this ESA if the Competitive Supplier's failure to provide or arrange All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE.

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA. Upon the effective date of termination of the ESA, all rights and privileges granted to, and obligations

imposed on, the Competitive Supplier shall cease, with the exception of the right to collect all monies due for services rendered to that date.

The Competitive Supplier specifically waives all rights it may have at law to claim that the City has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a termination of this ESA.

4.4 SPECIFIC PERFORMANCE

Notwithstanding any other provision herein, the Parties agree that if the City (i) fails to comply with any material provision of, or obligation under, this ESA, including but not limited to the provisions of Article 6, (ii) seeks to modify, suspend or terminate the Program during the Term, or (iii) seeks to terminate this ESA except as expressly authorized in Article 4.2, Competitive Supplier shall be entitled to specific performance of this ESA. The Parties acknowledge and agree that because monetary damages are not available to Competitive Supplier under this ESA, there is no remedy at law adequate to compensate Competitive Supplier for the City's actions as described in (i), (ii) and/or (iii), and further agree that Competitive Supplier will suffer irreparable harm if the City takes any of the actions described in (i), (ii) or (iii) herein.

4.5 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-1. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver a safe and reliable supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs Commercially Reasonable skills, systems and methods available to it.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the City, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Standard Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The City will post program-related information on the City's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the City for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any regulation of the Department or AG regarding customer service.

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of reliable, safe, firm, All-Requirements Power Supply to the Local Distributor for delivery to Participating Consumers, and take Commercially Reasonable steps to cooperate with the NEPOOL, the ISO-NE or any other entity to ensure a source of back-up power in the event that the facilities owned or controlled by Competitive Supplier's affiliates or other sources of power supply are unable to generate and/or deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall utilize such arrangements as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these obligations. Competitive Supplier shall not be responsible to the City or any Participating Consumers in the event the Local Distributor disconnects, curtails or reduces service to

Participating Consumers (notwithstanding whether such disconnection is directed by the ISO-NE) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Local Distributor's facilities, to maintain the safety and reliability of the Local Distributor's electrical system, or due to any other reason, including emergencies, forced outages, potential overloading of the Local Distributor's transmission and/or distribution circuits, *Force Majeure* or the non-payment of any distribution service costs or other such costs due for services provided by the Local Distributor to a Participating Consumer.

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Eligible Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential, commercial, municipal, industrial) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the Massachusetts General Laws, the regulations of the Department, and other applicable provision of law. To the extent required by law and/or the conditions of any Department approval of this ESA, the Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law. Provision of electric energy supply shall be subject to Competitive Supplier's standard credit policies, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the City in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), provide a copy of such General Communication to the City for its review to determine whether it is consistent with the purposes and goals of the City. The City shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the City, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the City fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the City objects to any General Communication on the grounds it is inconsistent with

the purposes and goals of the City, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the City, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to receive such communications that "the City wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the City as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The City may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the City.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the City to include no less than three (3) inserts per year into such communications, provided that the City pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the City's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by the Department, the DOER, or any other Governmental Authority to be so communicated.

5.8 PARTICIPATING CONSUMER LISTS

To the extent not prohibited by any Governmental Rule or expressly by any Participating Consumer(s), the Competitive Supplier shall, upon request of the City, provide a list of the Participating Consumers being served by the Competitive Supplier, including such reasonable identifying and aggregate consumption information as the City may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the City's assistance in obtaining such consent or approval and the City anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the City's assistance, and if so, the Competitive Supplier shall reimburse the City for all costs, up to the estimated dollar amount, reasonably incurred by the City in connection with such efforts.

ARTICLE 6 ROLE OF THE CITY

Under this ESA, the City shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the City is to i) set the terms and conditions under which All-Requirements Power Supply will be provided by the Competitive Supplier under this ESA and to ensure that the Competitive Supplier complies with those terms and conditions, and ii) act as agent for Eligible Consumers with respect to the matters addressed in this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers. The Parties agree that City is not a "distribution company", "electric company", "generation company" or "transmission company" within the meaning of M.G.L. c. 164, § 1 as a result of this ESA, unless a court, the Department, or other lawful authority shall adjudicate to the contrary; provided, however, that the City may be considered to be operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. The Competitive Supplier hereby agrees that it will take no action that would make the City liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier relating to the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs, subject to Competitive Supplier's

standard credit policies (to the extent permitted by law), Article 5.5 hereof, Exhibit A hereof and the terms of any approval or other order of the Department with respect to this ESA.

7.3 METERING

In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers Sections 3B(6) and 7A, the Local Distributor will be responsible for any metering which may be required to bill Participating Consumers.

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Municipal Aggregators (M.D.P.U. No. 1202) and Terms and Conditions for Competitive Suppliers (M.D.P.U. No. 1201) the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

7.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other entity, to prepare and mail bills to Participating Consumers monthly. If the Competitive Supplier arranges for the Local Distributor to perform billing services, the Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor to its Eligible Consumers on Basic Service unless the Competitive Supplier and Local Distributor otherwise agree. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

7.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Local Distributor under its distribution service tariff or local transmission costs as may be imposed by the regional power pool, ISO-NE, or individual electric utilities that have FERC transmission tariffs. Its Competitive Supplier understands that these costs will be collected by the Local Distributor. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes (except for taxes on Competitive Supplier's income) associated with sales under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier.

ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

Competitive Supplier agrees that it will comply with the applicable provisions of M.G.L. c. 25A, § 11F, § 11 F1/2, and any regulations, orders or policies adopted pursuant thereto.

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it shall comply with the provisions of 220 C.M.R. 25.00, 27.00, 28.00 and 29.00, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, § 1F(7). The Competitive Supplier shall, on or before December 2015, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the City (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for maintaining "service quality standards", as that phrase is used in § 1F(7); for complying with the "affirmative choice" requirements of § 1F(7); and for handling consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide notice to the City of any consumer complaints received from a Participating Consumer, and to grant the City the right to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Department regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with Department regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the City after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

In addition, and in accordance with M.G.L. c. 164, § 1F(2) and 220 CMR 11.05(2)(b)19, in the event of a dispute regarding an invoice or Competitive Supplier's service under this ESA, a Participating Consumer may contact the Department, which may refer the dispute to the Massachusetts Office for Dispute Resolution for mediation of such dispute, if the amount in dispute is greater than one hundred dollars (\$100.00) and the subject of the dispute is within the Department's statutory and regulatory authority.

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees to conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees.

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Monthly/Quarterly Report of Usage

Monthly Report of Usage – Competitive Supplier shall provide the City or its agent with a monthly report of Usage which will contain:

- a. City Name
- b. Account Number
- c. Rate Code
- d. Rate Code Classification (Residential, Sm Commercial, Med Commercial, Industrial)
- e. Bill Date
- f. Contracted Unit Rate
- g. Bill Usage

The monthly report will be due to the City or its agent within five (5) days following the close of each month. The information shall be listed in the report as shown on Exhibit B attached hereto. This information shall be provided in electronic format.

Quarterly Report of Usage – Competitive Supplier shall provide the City or its agent with a quarterly report of Usage which will contain: (i) actual kWh Usage for all meter reads of the reporting period and (ii) number of Participating Consumer accounts active in all meter reads of the reporting period. The kWh Usage and number of Participating Consumer accounts shall be listed in the report by Rate Code Classification.

The quarterly report will be due to the City or its agent within forty-five (45) days following the close of each calendar quarter (March 31, June 30, September 30 and December 31). This information shall be provided in electronic format.

11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP data. Competitive Supplier will make such data available to the City or its agent upon a Commercially Reasonable request by the City or its agent.

11.1.3 Standard of Care

Competitive Supplier shall use Commercially Reasonable practice in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide such information or data to the City or its agent within a Commercially Reasonable time.

11.2 DISCLOSURE LABEL

Within fifteen (15) days of the end of the quarter, Competitive Supplier shall present a copy of the current "Disclosure Label" required by the Department of all Competitive Suppliers to be disclosed to their Participating Consumers which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

11.3 BOOKS AND RECORDS

Competitive Supplier shall keep its books and records in accordance with any applicable regulations or guidelines of the Department, the FERC, and any other Governmental Authority. The City will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon a Commercially Reasonable request by the City and at the City's expense, Competitive Supplier shall provide back-up for any charge under this ESA questioned by the City.

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the City a copy of each public periodic or incident-related report or record relating to this ESA which it files with any Massachusetts or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. The City shall treat any reports and/or filings received from Competitive Supplier as confidential information subject to the terms of Article 16. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies.

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW

12.1 CHOICE OF LAW

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts.

12.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 12.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association (AAA), Boston, Massachusetts, appoint a mediator and the mediation will be held in Boston, Massachusetts or other mutually agreed to venue. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all parties involved in the dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, the Parties agree to submit such dispute to arbitration and agree that the arbitration process provided for in this Article 12.2 shall be the exclusive means for resolving disputes which the Parties cannot otherwise resolve through informal negotiation or mediation as described above. Any arbitration hereunder shall be conducted under the Commercial Rules of the AAA as modified herein. Arbitration proceedings shall take place in Boston, Massachusetts, before a single arbitrator who shall be an attorney with at least 20 years of experience in the energy industry, to be jointly selected by the Parties. If the Parties fail to agree upon an arbitrator within thirty (30) days, then either Party may apply to the American Arbitration Association's office in Washington, D. C. to select the arbitrator who must be an attorney at least twenty (20) years of experience in the energy industry. Unless otherwise agreed by the Parties, the dispute must be submitted to the arbitrator for determination within ninety (90) days from the date the arbitrator is selected and the arbitrator shall render his or her decision within thirty (30) days after such submission. Each Party shall use its best efforts and cooperation in order that the dispute is fully submitted to the arbitrator within such ninety (90) day period. All arbitration proceedings shall be confidential. Neither Party shall disclose any information about the evidence produced by the other Party in the arbitration proceedings, except in the course of judicial, regulatory, or arbitration proceeding, or as may be demanded by government authority or otherwise required by law or the rules of a national securities exchange. Before making any disclosure permitted by the preceding sentence, a Party shall give the other Party reasonable advance written notice of the intended disclosure and an opportunity to prevent disclosure. In connection with any arbitration provisions hereunder, each Party shall have the right to take the depositions of individuals including any expert witness retained by the other Party. Additional discovery may be had where

the arbitrator so orders, upon a showing of need. Each Party bears the burden of persuasion of any claim or counterclaim raised by that Party. The arbitration provisions of this ESA shall not prevent any Party from obtaining injunctive or other equitable relief from a court of competent jurisdiction to enforce the obligations for which such Party may obtain provisional relief pending a decision on the merits by the arbitrator. Each of the Parties hereby consents to the jurisdiction of Massachusetts courts for such purpose. The arbitrator shall apply Massachusetts law as required under Article 12.1 and shall have authority to award any remedy or relief that a court of the State of Massachusetts could grant in accordance with applicable law and the terms of this ESA, except that the arbitrator shall have no authority to award punitive damages. All attorney's fees and costs of the arbitration shall be borne by the Party incurring such costs or fees except that upon application by the Prevailing Party, the arbitration shall award the Prevailing Party its attorney's fees and expenses to be paid by the other Party. Prevailing Party shall be defined for purpose of this Article 12.2 as the party to which the arbitrator issues an award of monetary damages or otherwise determines substantially prevailed on the merits in the arbitration. Any arbitration award shall be accompanied by a written statement containing a summary of the issues in controversy, a description of the award, and an explanation of the reasons for the award. The arbitrator's award shall be final, binding and non-appealable and judgment may be entered upon such award by any court of competent jurisdiction.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

Competitive Supplier shall indemnify, defend and hold harmless the City ("Indemnified Party") and the Indemnified Party's officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions of the Local Distributor, the City or its employees or agents, or (ii) Competitive Supplier's actions or omissions taken or made in connection with Competitive Supplier's performance of this ESA that were not Commercially Reasonable. Competitive Supplier further agrees, if requested by the City, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article 13.1.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If the City seeks indemnification pursuant to this Article 13.2, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses which are or would otherwise be available to the City.

13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13.3 shall survive the termination of this ESA for a period of three (3) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

13.4 DUTY TO MITIGATE

All Parties agree that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of any other Party's performance or non-performance of this ESA.

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the City as of the Effective Date of this ESA as follows:

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the City in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the City pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

14.2 BY THE CITY

As a material inducement to entering into this ESA, the City hereby represents and warrants to Competitive Supplier as of the effective date of this ESA as follows:

- a) this ESA constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms;
- b) the execution, delivery and performance of this ESA are within the City's powers, have been or will be duly authorized by all necessary action;
- c) the City has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- d) all Participating Consumers are bound as principals to this ESA; and
- e) no Bankruptcy is pending or threatened against the City.

ARTICLE 15 INSURANCE AND OTHER FINANCIAL GUARANTEES

15.1 INSURANCE

In order to help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, throughout the term of this ESA, comprehensive commercial general liability insurance of at least \$1,000,000 combined single limit and excess liability coverage of at least \$3,000,000 with insurers and with the City named as additional insured. Competitive Supplier shall provide the City with evidence, reasonably satisfactory to the City, of its required insurance hereunder, upon request.

ARTICLE 16 CONFIDENTIALITY

Competitive Supplier acknowledges that the City is subject to public records laws, including without limitation, M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 66, § 10. To the extent not prohibited by such laws, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates) or use for any other purpose (except with written authorization, such authorization not to be unreasonably withheld), any information received from the other that is confidential or proprietary in nature unless legally compelled (by deposition, inquiry, request for production of documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction, or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other Governmental Authority, or by requirements of any securities law or regulation or other Governmental Rule) or as necessary to enforce the terms of this ESA. The Party receiving confidential or proprietary information shall have no obligation with respect to such information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party; (ii) was in its possession prior to disclosure hereunder and which was not acquired directly or, to the Party's knowledge, indirectly from the disclosing Party; (iii) was received from a non-party to this ESA who to the receiving Party's knowledge,

was not subject to a confidentiality agreement or fiduciary obligation regarding information; (iv) was independently developed by the receiving Party without reference to the information.

Either Party may disclose the terms of this ESA to its affiliates, and to its and officers, directors, employees, attorneys, accountants and third party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA, and otherwise to entities that have executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties. This Article 16 shall survive the termination of this ESA for a period of two (2) years.

If either Party is compelled to disclose any confidential information of the other Party, such Party shall request that such disclosure be protected and maintained in confidence to the extent reasonable under the circumstances and use Commercially Reasonable efforts to protect or limit disclosure with respect to commercially sensitive terms. In addition, notwithstanding the public records laws referenced above, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resolve the scope of any required disclosure. In the event the Competitive Supplier requests the City's assistance in protecting the confidentiality of information and the City anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine if it continues to request the City's assistance, and if so, the Competitive Supplier shall reimburse the City for all costs, up to the estimated amount, reasonably incurred by the City in connection with such efforts.

For the avoidance of doubt, the information related to this ESA that is considered confidential and proprietary in nature shall include the following:

- a) any account information related to the Participating Consumers including, without limitation, historic usage data, metering, and billing and payment information;
- b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;
- c) any list of Participating Consumers;
- d) any information disclosed by a Party during any settlement discussions;
- e) Competitive Supplier's insurance certificates;
- f) any financial security instrument(s) provided by Competitive Supplier;
- g) any non-public information provided by Competitive Supplier; and
- h) any information which either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

ARTICLE 17 CHANGE IN LAW

17.1 CHANGE IN LAW

Upon the occurrence of a Change in Law, the adversely affected Party may (but shall not be obligated) to give notice to the other Party that such event has occurred whereupon this ESA

(including without limitation the pricing and other terms set forth on Exhibit A) shall be modified to the extent necessary so that the adversely-affected Party will be restored to the economic position that the adversely-affected Party would have been in but for the occurrence of the Change in Law. The Parties shall use best efforts to amend this ESA to modify it accordingly. If the Parties are unable, within thirty (30) days of such notice, to modify this ESA as provided above, the adversely affected Party shall have the right to terminate this ESA in addition to any other remedies available at law or in equity.

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign its rights and privileges under this ESA without the prior written approval of the City. Such approval may be denied at the reasonable discretion of the City if it determines that the proposed assignee does not have at least the same financial ability as the assigning Competitive Supplier. Notwithstanding the foregoing, the City may not unreasonably withhold its consent to an assignment to an affiliated entity under common control or management with Competitive Supplier or Competitive Supplier's corporate parent. Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA. The City may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the City and such assignment would not in any way impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the City, Competitive Supplier agrees to (i) give the City written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the City the possible inclusion of such new product or service in this aggregation program. The Parties agree to negotiate in good faith the terms, conditions, and prices for such products and services which the Parties agree should be included in a City aggregation program.

Competitive Supplier also agrees not to engage in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

Mr. Todd D. Ford
Hampshire Council of Governments
99 Main Street
Northampton, Massachusetts 01060
(413) 584-1300 ext. 120 (phone)
(413) 584-1465 (fax)
tford@hampshirecog.org

If to City:

Mr. Mark Cappadona
Colonial Power Group, Inc.
277 Main Street
Marlborough, Massachusetts 01752
(508) 485-5858 (phone)
(508) 485-5854 (fax)
mark@colonialpowergroup.com

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the City in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the City changes, prompt notice shall be given to the Competitive Supplier in the manner set forth in Article 18.3.

18.5 ENTIRE ESA; AMENDMENTS

This ESA and the Related Documents constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

18.6 FORCE MAJEURE

If by reason of *Force Majeure* any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the *Force Majeure*, gives all other Parties hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure*; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If any event of *Force Majeure* continues for a period of one hundred eighty (180) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; *provided, however*, that the same shall not constitute a default under this ESA and shall not give rise to any damages.

18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorneys' fees and expenses.

18.8 NO JOINT VENTURE

Competitive Supplier will perform all services under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the City and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

18.10 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

18.11 THIRD PARTIES

The parties acknowledge that the Price for energy as described in Exhibit A includes a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers' actual usage payable to CPG, the consultant hired by the City to develop, implement, and administer the Program, as well as an Operational Adder equivalent of up to \$0.001 per kWh of Participating Consumers' actual usage payable to the City as set forth in Exhibit A. The Competitive Supplier agrees to include this commission fee in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers, and acknowledges this obligation as a material obligation of this ESA; provided however, that (i) this ESA remains in full force and effect, and (ii) the commission fee shall be paid fifteen (15) business days following the end of each month, based on prior month meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties. Except as provided in this provision, there shall be no other third-party beneficiaries to this ESA.

18.12 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective if made in writing and signed by the Party who is making such waiver.

18.13 CO-OPERATION

Each Party acknowledges that this ESA must be approved by the Department and agree that they shall use Commercially Reasonable efforts to cooperate in seeking to secure such approval.

18.14 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the forms as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The City will provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 18.5 of this ESA.

18.15 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use the name of the City, or make any reference to the City in any advertising or other information to be distributed publicly for marketing or educational

purposes, unless the City expressly agrees to such usage. Any proposed use of the name of the City must be submitted in writing for agreement and prior approval, which shall not be unreasonably withheld, consistent with Article 5.7 hereof. The City acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the City hereunder, and the City agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.16 PRESS RELEASES

The Parties shall not issue a press release or make any public statement with respect to this ESA without the prior written agreement of the other Party with respect to the form, substance and timing thereof, except either Party may make any such press release or public statement when the releasing Party is advised by its legal counsel that such a press release or public statement is required by law, regulation or stock exchange rules, provided however, in such event, the Parties shall use their reasonably good faith efforts to agree as to the form, substance and timing of such release or statement.

18.17 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

18.18 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the City or the Competitive Supplier of any obligation accrued or accruing prior to such termination.

18.19 REMEDIES

18.19.1 General

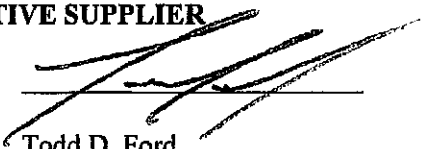
Subject to the limitations set forth in Article 18.19.2 below and Article 4, the City and the Competitive Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

18.19.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, Competitive Supplier acknowledges that the preceding sentence shall not limit the City's rights under Article 13.1 to seek indemnification from Competitive Supplier or consequential, punitive, or incidental damages or other such losses claimed by third-parties.

IN WITNESS WHEREOF, the Parties hereto have executed this ESA as of the Effective Date

COMPETITIVE SUPPLIER

By: 

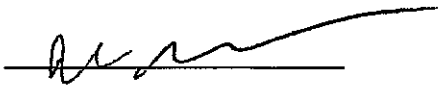
Name: Todd D. Ford

Title: Executive Director

Address: Hampshire Power
99 Main Street
Northampton, MA 01060

Dated: 10/14/2015

CITY

By: 

Name: James J. Fiorentini

Title: Mayor

Address: City of Haverhill
4 Summer Street
Haverhill, MA 01830

Dated: 10/14/2015

EXHIBIT A

PRICES AND TERMS Haverhill's Community Choice Power Supply Program

Price Period shall be the twelve (12) month interval during which the base price pursuant to this Exhibit A will be fixed in Table 1.

TABLE 1 – BASE PRICE BY RATE CLASSIFICATION

Rate Class	Price Period 1* (December 1, 2015 – November 30, 2016) \$/kWh
Residential	\$0.09975
Commercial	\$0.09975
Industrial	\$0.09975

**Rate includes Operational Adder of \$0.0005/kWh [max allowed \$0.001].*

[Prices in the foregoing Table may be adjusted to reflect Actual Supplier Cost in the prior three (3) month period of the respective Price Period, as provided for in this Exhibit A.]

Terms for System Supply Service

Delivery Term: as set forth in this Exhibit A, extending through the end of the Term as set forth in Article 4.1.

Pricing applies to service commencing with the Participating Consumers' first meter read dates for the month of December 2015 (billed in arrears, therefore the January 2016 billing statements) and terminating with the Participating Consumers' first meter read dates for the month of December 2016 (final bill, therefore the December 2016 billing statements). At the end of each continuous three (3) month period during the Term, the Competitive Supplier shall calculate the actual cost incurred to procure and supply the Electric Products to meet the electric requirements of the load during the prior three (3) month period (the "Supplier Actual Cost"). The Competitive Supplier shall then calculate any excess or deficit of revenues resulting from the difference between the Provisional Revenues (defined as the revenues resulting from the price for the relevant pricing period as defined above multiplied by the estimated electric load of the Participating Consumers) and Supplier Actual Cost, each as realized during such prior three (3) month period (the "Net Amount"). The resulting Net Amount shall be recovered and maintained

by the Competitive Supplier to provide additional energy services at the direction of the City for the benefit of the Participating Consumers. This Net Amount shall be reconciled by the Competitive Supplier for each pricing period to determine the price for All-Requirements Power Supply in the next twelve (12) month period with a quarterly statement provided to the City.

The price for All-Requirements Power Supply shall be as stated on this Exhibit A for the applicable Pricing Periods, and shall be fixed for the entire length of the Pricing Period, subject to the three (3) month adjustments to Supplier Actual Cost, as specified in this Exhibit A. Prices must include all adders and ancillary charges. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA with the consent of the City.

Start-Up Service Date: All-Requirements Power Supply will commence at the prices stated above as of Participating Consumers' first meter read dates for the month of December 2015.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to or greater than that required by Massachusetts' Renewable Portfolio Standards and Alternative Energy Portfolio Standards as directed by the Community with at least six (6) months' notice to the Competitive Supplier, starting with the 2014 requirement on the Start-Up Service Date or pay all penalties imposed by the Department related to Renewable Energy requirements.

Term: The period of delivery of All -Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor does Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Basic Service in the event that the consumer fails to pay to Competitive Supplier amounts past-due greater than sixty (60) days.

EXHIBIT B

MONTHLY REPORTING TEMPLATE



.Supplier Monthly
Reporting Template.x

Date:

Competitive Supplier Name
Monthly Aggregation Detail Report

City/Town Name	Account Number	Rate Code	Rate Code Classification	Bill Date	Contracted Unit Rate	Bill Usage
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3.2

Memorandum of Agreement
Between
The City of Haverhill and AFSCME Council 93 (WWTP Group)

Two year contract:

July 1, 2014 to June 30, 2015
July 1, 2015 to June 30, 2016

Wages

Replace Article VI: WAGES AND CLASSIFICATION with the following:

1.5% salary increase effective 7-1-2014
1.5% salary increase effective 7-1-2015

No retro pay

Add new section to Article VI: WAGES AND CLASSIFICATION:

Section 1B

No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employ of the City of Haverhill to become an active M.G.L. c. 32 retiree.

Medical Benefits language

Delete language in Article XII MEDICAL BENEFITS: Section 1 (paragraphs 1-10) and insert the following:

Health Insurance

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before January 1, 2010 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after January 1, 2010 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Account under IRS Section 125. The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account will be \$2,500 (\$2,550 per plan year beginning 7/1/15). The maximum annual allowable amount to be deducted on a pre-tax basis for the Medical Dependent Care Account will be \$5,000.

Health Reimbursement Account

The City will establish Health Reimbursement Accounts pursuant to the current MGL c. 32B PEC agreement.

Opt-Out Plan – A one-time opt out option

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

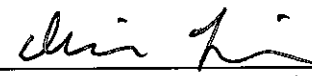
Date: _____

James J. Fiorentini, Mayor

William D. Cox, Jr., City Solicitor



Dena Fleno, Staff Representative
AFSCME Local 93



Isaiah Lewis, Union Steward



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

October 23, 2015

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

RE: Salary Ordinance & MOA

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

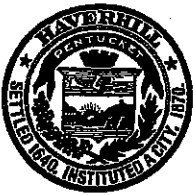
Enclosed is a Salary Ordinance and MOA between the City of Haverhill and the AFSCME Group (Wastewater Treatment Plant).

The Ordinance is enclosed and I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/ah



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

3.2.1

file
11/10/2014

~~ORDERED~~ XXX
MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
AFSCME GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 11-B of 2014 is hereby amended as follows:

EFFECTIVE 7/1/2014 1.5% (Current employees)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$22.80	\$24.20	\$25.61	\$26.65	\$26.75	\$29.11
Senior WWTP Operator	\$22.80	\$24.20	\$25.61	\$26.65	\$26.75	\$29.11
Senior Maintenance Mechanic	\$22.80	\$24.20	\$25.61	\$26.65	\$27.85	\$29.11
WWTP Operator	\$19.65	\$20.71	\$21.80	\$22.60	\$23.76	\$24.79
Lab Technician	\$18.54	\$19.61	\$20.69	\$21.50	\$22.66	\$23.69
Maintenance Mechanic	\$20.12	\$21.34	\$22.59	\$23.76	\$24.97	
Mobile Equipment Operator	\$14.61	\$15.28	\$15.81	\$16.97	\$17.78	
WWTP Storekeeper	\$18.24	\$18.81	\$19.37	\$20.52	\$21.28	\$22.25
Maintenance Mechanic Helper	\$17.81	\$18.79	\$19.92	\$21.08	\$22.17	
Senior Collection Operator*	\$22.80	\$24.20	\$25.61	\$26.65	\$26.75	\$29.11
Collection Operator	\$18.54	\$19.61	\$20.69	\$21.50	\$22.66	\$23.69
Collection Operator/C.B. Cleaner	\$18.54	\$19.61	\$20.69	\$21.50	\$22.66	\$23.69
WWTP MEO-Cust./Laborer	\$14.61	\$15.28	\$15.81	\$16.97	\$17.78	
Shift A Sr. Operator	\$1,337.95					
Shift B Sr. Operator	\$1,418.99					
Shift C Sr. Operator	\$1,352.86					
Shift D Sr. Operator	\$1,391.28					

EFFECTIVE 7/1/2014 1.5% (For new hires after 7/1/10)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$22.14	\$23.50	\$24.86	\$25.88	\$27.04	\$28.26
Senior WWTP Operator	\$22.14	\$23.50	\$24.86	\$25.88	\$27.04	\$28.26
Senior Maintenance Mechanic	\$22.14	\$23.50	\$24.86	\$25.88	\$27.04	\$28.26
WWTP Operator	\$19.07	\$20.11	\$21.16	\$21.94	\$23.07	\$24.06
Lab Technician	\$18.00	\$19.04	\$20.09	\$20.87	\$22.00	\$23.00
Maintenance Mechanic	\$19.53	\$20.72	\$21.93	\$23.07	\$24.24	
Mobile Equipment Operator	\$14.19	\$14.84	\$15.35	\$16.48	\$17.26	
WWTP Storekeeper	\$17.71	\$18.27	\$18.80	\$19.92	\$20.66	

Maintenance Mechanic Helper	\$17.29	\$18.24	\$19.34	\$20.47	\$21.52	
Senior Collection Operator*	\$22.14	\$23.50	\$24.86	\$25.88	\$25.97	\$28.26
Collection Operator	\$18.00	\$19.04	\$20.09	\$20.87	\$22.00	\$23.00
Collection Operator/C.B. Cleaner	\$18.00	\$19.04	\$20.09	\$20.87	\$22.00	\$23.00
WWTP MEO-Cust./Laborer	\$14.19	\$14.84	\$15.35	\$16.48	\$17.26	
Shift A Sr. Operator	\$1,292.71					
Shift B Sr. Operator	\$1,368.44					
Shift C Sr. Operator	\$1,306.58					
Shift D Sr. Operator	\$1,343.91					

EFFECTIVE 7/1/2015 1.5% (Current employees)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$23.15	\$24.56	\$25.99	\$27.05	\$27.15	\$29.55
Senior WWTP Operator	\$23.15	\$24.56	\$25.99	\$27.05	\$27.15	\$29.55
Senior Maintenance Mechanic	\$23.15	\$24.56	\$25.99	\$27.05	\$28.27	\$29.55
WWTP Operator	\$19.94	\$21.02	\$22.13	\$22.94	\$24.12	\$25.16
Lab Technician	\$18.82	\$19.90	\$21.00	\$21.83	\$23.00	\$24.04
Maintenance Mechanic	\$20.42	\$21.66	\$22.93	\$24.11	\$25.34	
Mobil Equipment Operator	\$14.83	\$15.51	\$16.04	\$17.22	\$18.05	
WWTP Storekeeper	\$18.51	\$19.10	\$19.66	\$20.83	\$21.60	\$22.58
Maintenance Mechanic Helper	\$18.08	\$19.07	\$20.22	\$21.40	\$22.50	
Senior Collection Operator*	\$23.15	\$24.56	\$25.99	\$27.05	\$27.15	\$29.55
Collection Operator	\$18.82	\$19.90	\$21.00	\$21.83	\$23.00	\$24.04
Collection Operator/C.B. Cleaner	\$18.82	\$19.90	\$21.00	\$21.83	\$23.00	\$24.04
WWTP MEO-Cust./Laborer	\$14.83	\$15.51	\$16.04	\$17.22	\$18.05	
Shift A Sr. Operator	\$1,358.01					
Shift B Sr. Operator	\$1,440.27					
Shift C Sr. Operator	\$1,373.15					
Shift D Sr. Operator	\$1,412.14					

EFFECTIVE 7/1/2015 1.5% (For new hires after 7/1/10)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$22.47	\$23.85	\$25.24	\$26.26	\$27.44	\$28.69
Senior WWTP Operator	\$22.47	\$23.85	\$25.24	\$26.26	\$27.44	\$28.69
Senior Maintenance Mechanic	\$22.47	\$23.85	\$25.24	\$26.26	\$27.44	\$28.69
WWTP Operator	\$19.36	\$20.41	\$21.48	\$22.27	\$23.42	\$24.42

Lab Technician	\$18.27	\$19.32	\$20.40	\$21.19	\$22.33	\$23.34
Maintenance Mechanic	\$19.82	\$21.03	\$22.26	\$23.42	\$24.61	
Mobil Equipment Operator	\$14.40	\$15.06	\$15.58	\$16.73	\$17.52	
WWTP Storekeeper	\$17.97	\$18.54	\$19.09	\$20.22	\$20.97	
Maintenance Mechanic Helper	\$17.55	\$18.51	\$19.63	\$20.77	\$21.85	
Senior Collection Operator*	\$22.47	\$23.85	\$25.24	\$26.26	\$26.36	\$28.69
Collection Operator	\$18.27	\$19.32	\$20.40	\$21.19	\$22.33	\$23.34
Collection Operator/C.B. Cleaner	\$18.27	\$19.32	\$20.40	\$21.19	\$22.33	\$23.34
WWTP MEO-Cust./Laborer	\$14.40	\$15.06	\$15.58	\$16.73	\$17.52	
Shift A Sr. Operator	\$1,312.10					
Shift B Sr. Operator	\$1,388.96					
Shift C Sr. Operator	\$1,326.17					
Shift D Sr. Operator	\$1,364.06					

Approved as to legality:

City Solicitor



DOCUMENT 11-B

CITY OF HAVERHILL

In Municipal Council January 28 2014

ORDERED:

MUNICIPAL ORDINANCE
AN ORDINANCE RELATING TO SALARIES

CHAPTER
AFSCME GROUP

BE IT ORDAINED by the City Council of the City of Haverhill that Document 67-G of 2010 is hereby amended as follows:

EFFECTIVE 7/1/2012 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$22.13	\$23.49	\$24.86	\$25.87	\$25.97	\$28.26
Senior WWTP Operator	\$22.13	\$23.49	\$24.86	\$25.87	\$25.97	\$28.26
Senior Maintenance Mechanic	\$22.13	\$23.49	\$24.86	\$25.87	\$27.03	\$28.26
WWTP Operator	\$19.07	\$20.11	\$21.16	\$21.94	\$23.07	\$24.06
Lab Technician	\$18.00	\$19.03	\$20.09	\$20.87	\$22.00	\$22.99
Maintenance Mechanic	\$19.53	\$20.72	\$21.93	\$23.06	\$24.24	
Mobil Equipment Operator	\$14.18	\$14.84	\$15.34	\$16.47	\$17.26	
WWTP Storekeeper	\$17.70	\$18.26	\$18.80	\$19.92	\$20.65	
Maintenance Mechanic Helper	\$17.29	\$18.24	\$19.34	\$20.46	\$21.52	
Senior Collection Operator*	\$22.13	\$23.49	\$24.86	\$25.87	\$25.97	\$28.26
Collection Operator	\$18.00	\$19.03	\$20.09	\$20.87	\$22.00	\$22.99
Collection Operator/C.B. Cleaner	\$176.34	\$19.03	\$20.09	\$20.87	\$22.00	\$22.99
WWTP MEO-Cust./Laborer	\$14.18	\$14.83	\$15.34	\$16.47	\$17.26	
Shift A Sr. Operator	\$1,298.69					
Shift B Sr. Operator	\$1,377.36					
Shift C Sr. Operator	\$1,313.17					
Shift D Sr. Operator	\$1,350.46					

FOR NEW HIRES AFTER 7/1/10 RATES EFFECTIVE 7/1/2012 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$21.49	\$22.81	\$24.13	\$25.12	\$26.24	\$27.44
Senior WWTP Operator	\$21.49	\$22.81	\$24.13	\$25.12	\$26.24	\$27.44
Senior Maintenance Mechanic	\$21.49	\$22.81	\$24.13	\$25.12	\$26.24	\$27.44
WWTP Operator	\$18.51	\$19.52	\$20.54	\$21.30	\$22.39	\$23.36
Lab Technician	\$17.48	\$18.48	\$19.51	\$20.26	\$21.36	\$22.32
Maintenance Mechanic	\$18.96	\$20.12	\$21.29	\$22.39	\$23.53	
Mobil Equipment Operator	\$13.77	\$14.40	\$14.90	\$16.00	\$16.75	
WWTP Storekeeper	\$17.19	\$17.73	\$18.25	\$19.34	\$20.05	
Maintenance Mechanic Helper	\$16.78	\$17.70	\$18.77	\$19.87	\$20.89	
Senior Collection Operator*	\$21.49	\$22.81	\$24.13	\$25.12	\$25.21	\$27.44

11-B
2014
Salaries
APSCME
was 14.4%
Treatment plant

Collection Operator	\$17.48	\$18.48	\$19.51	\$20.26	\$21.36	\$22.32
Collection Operator/C.B. Cleaner	\$17.48	\$18.48	\$19.51	\$20.26	\$21.36	\$22.32
WWTP MEO-Cust./Laborer	\$13.77	\$14.40	\$14.90	\$16.00	\$16.75	
Shift A Sr. Operator	\$1,254.78					
Shift B Sr. Operator	\$1,328.29					
Shift C Sr. Operator	\$1,268.24					
Shift D Sr. Operator	\$1,304.48					

EFFECTIVE 7/1/2013 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$22.47	\$23.84	\$25.23	\$26.26	\$26.35	\$28.68
Senior WWTP Operator	\$22.47	\$23.84	\$25.23	\$26.26	\$26.35	\$28.68
Senior Maintenance Mechanic	\$22.47	\$23.84	\$25.23	\$26.26	\$27.44	\$28.68
WWTP Operator	\$19.36	\$20.41	\$21.48	\$22.27	\$23.41	\$24.42
Lab Technician	\$18.27	\$19.32	\$20.39	\$21.18	\$22.32	\$23.34
Maintenance Mechanic	\$19.82	\$21.03	\$22.26	\$23.41	\$24.60	
Mobil Equipment Operator	\$14.40	\$15.06	\$15.57	\$16.72	\$17.52	
WWTP Storekeeper	\$17.97	\$18.54	\$19.08	\$20.22	\$20.96	\$21.92
Maintenance Mechanic Helper	\$17.55	\$18.51	\$19.63	\$20.77	\$21.84	
Senior Collection Operator*	\$22.47	\$23.84	\$25.23	\$26.26	\$26.35	\$28.68
Collection Operator	\$18.27	\$19.32	\$20.39	\$21.18	\$22.32	\$23.34
Collection Operator/C.B. Cleaner	\$178.98	\$19.32	\$20.39	\$21.18	\$22.32	\$23.34
WWTP MEO-Cust./Laborer	\$14.40	\$15.05	\$15.57	\$16.72	\$17.52	
Shift A Sr. Operator	\$1,318.17					
Shift B Sr. Operator	\$1,398.02					
Shift C Sr. Operator	\$1,332.86					
Shift D Sr. Operator	\$1,370.71					

FOR NEW HIRES AFTER 7/1/10 RATES EFFECTIVE 7/1/2013 1.5%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WWTP Electrician	\$21.82	\$23.15	\$24.49	\$25.49	\$26.64	\$27.85
Senior WWTP Operator	\$21.82	\$23.15	\$24.49	\$25.49	\$26.64	\$27.85
Senior Maintenance Mechanic	\$21.82	\$23.15	\$24.49	\$25.49	\$26.64	\$27.85
WWTP Operator	\$18.79	\$19.81	\$20.85	\$21.62	\$22.73	\$23.71
Lab Technician	\$17.74	\$18.76	\$19.80	\$20.56	\$21.68	\$22.66
Maintenance Mechanic	\$19.24	\$20.42	\$21.61	\$22.73	\$23.89	
Mobil Equipment Operator	\$13.98	\$14.62	\$15.12	\$16.24	\$17.00	
WWTP Storekeeper	\$17.44	\$18.00	\$18.53	\$19.63	\$20.35	

FOR BACKUP
REFERENCE

11-B
2014
Salaries
AFSCME
wastewater
treatment
plant

RECEIVED
FEB 25 10 10 AM '14
CITY CLERK
HAVERHILL, MA

Maintenance Mechanic Helper	\$17.03	\$17.97	\$19.05	\$20.17	\$21.21	
Senior Collection Operator*	\$21.82	\$23.15	\$24.49	\$25.49	\$25.59	\$27.85
Collection Operator	\$17.74	\$18.76	\$19.80	\$20.56	\$21.68	\$22.66
Collection Operator/C.B. Cleaner	\$17.74	\$18.76	\$19.80	\$20.56	\$21.68	\$22.66
WWTP MEO-Cust./Laborer	\$13.98	\$14.62	\$15.12	\$16.24	\$17.00	
Shift A Sr. Operator	\$1,273.61					
Shift B Sr. Operator	\$1,348.21					
Shift C Sr. Operator	\$1,287.27					
Shift D Sr. Operator	\$1,324.05					

Add the following paragraph to Section 12 of Article V: HOURS OF WORK & OVERTIME

The position of the Senior Maintenance Mechanic shall include a standby provision. The Senior Maintenance Mechanic shall be officially on standby twenty-four (24) hours per day to keep abreast of arising problems and to coordinate the solution of them. In exchange for the extra duties the amount of \$1.00 per hour shall be added to the current Senior Maintenance Mechanic's salary. This change shall take effect upon the passage of Memorandum of Agreement by the Haverhill City Council.

Approved as to legality:

City Solicitor

PLACED ON FILE for at least 10 days

Attest: _____

City Clerk

IN CITY COUNCIL: February 25 2014

PASSED

Attest: _____

City Clerk

APPROVED:

Mayor



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

3.3

ORDERED:

To the Honorable Members of the City Council:

Ladies and Gentleman:

By virtue of the authority vested in me, as Mayor, by the City Charter and Ordinances of the City of Haverhill, and the General Laws of the Commonwealth, I have this day appointed the following persons, as attached, to serve as Precinct Officers in the several wards of the City for the year 2015:

Guy	Berube	17 Coolidge Ave	01830
Barbara	Dube	46 Steeple Chase Court	01832
Stephen	Jaskelevicus	34 Commonwealth Ave	01830
Shirley	Kern	10 Thornton Ave	01830
Sarah	Moore	421 Farrwood Drive	01835
Carrie	Wyse	100 Towne Hill Road	01835
Michelle	Rousseau	160 Hale Street	01830
Gloria	Mazza	180 Water Street #514	01830
Carl	Scheffy	4 Delvine Ter	01832
Alice	Tobiassen	1D 19th Ave	01830
Helen	Witham	25 Barlett Street	01830
Burlinda	Cousins	60 Arch St #2	01832
Alison	McKay	96 Summer St	01830
Carole	Catteau	118 Klondike St #202	01832
Jeannie	Evans	86 C Arlington Street	01830-
Alicia	Haggett	154 Presidential Dr	01835
Christine	Rau	180 Water st #112	01830
Rosalind	McKeon	7 Myles Standish Dr. Unit 1	01835
Joyce	Thibodeau	19 Shady Lane	01832
Barbara	Sarkisian-Arthur	34 West Meadow Rd	01832

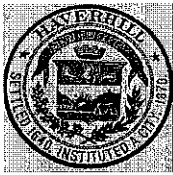
Barbara	Albers	4 Rainbow Dr	01835
Julia	De Veaux	170 Washington Sreet #709	01830
Christena	Flynn	51 Chandler St	01835
Nancy	Kyle	32 Trumbull Ave	01832
Charles	Mueller	29 Lincolnshire Drive	01835
John	Woolf	207 Groveland Street	01830
Jane	Burgess	75 Brockton Ave	01830
Joyce	DeSimone	39 Germain Ave	01835
James	Macdonald	22 Woodrow Ave	01830
Ann	Norman	107 Lowell Ave	01832
Viola	Wellen	57 Lexington Ave	01835
Gladys	Willer	12 West Meadow Road	01832
Margaret	Connelly	64 Brickett Hill Circle	01830
Robert	Connelly	64 Brickett Hill Circle	01830
Ann	Genthner	24 Hermon Ave	01832
Carole	Pelchat	16 Farrwood Drive	01835
Germaine	Sheehan	170 Crystal Street	01832
Aileen	Swider	22 Lincolnshire Dr	01835
Ralph	Wightman	170 Washington Street #310	01832
Sheila	Babolian	100 Water Street #625	01830
Diane	Baker	17 Myles Standish Drive #12	01835
Elinor	Curtin-Cameron	95 Westchester Drive	01830
Carolyn	Hannigan	21 Minot Ave	01830
Patricia	Ross	35 Evergreen Drive	01835
Carol	Tuttle	116 Whittaker Ave	01830
Herb	Bergh	15 Forest Ave	01832
Stephanie	Croston	305 Farrwood Dr	01835
Kerry	Fitzgerald	3 Richmond Street	01830
Kathleen	Gelinas	46 Greenville Street	01830
Justu	Rivera	14 Pentucket St	01830
Virginia	Taylor	213 Groveland Street	01830

Jay	Fitzgerald	3 Richmond Street	01830
Kathleen	Lavallee	2 Cole Ave	01835
Ashleigh	Bergh	45 Forrest Ave	01830
Daniel	Beauregard	3 Parsonage Hill Road	01832
Justine	Carrigan	9 Tulip Circle	01830
Joseph	Giampa	1 Edwards Street	01830
Joseph	Mazza	180 Water Street #514	01830
Madelaine	Thompson-Judkins	80 Auburn Street	01830
Milton	Twombly	35 Saltonstall Road	01830
Kathleen	Connor	13 Buttonwoods	01830
Lawrence	Hicks	21 Woodland Way	01830
Catherine M.	Hicks	21 Woodland Way	01830
Sheryl	Ross	1 Fernald Ave	01830
Anita	Purcell	58 Pinedale Ave	01830
Dee	Vencis	23 Turner Ave	01830
Janice	Keyser	57 Tyler Park	01830
Kathy	Douglas	121 Brickett Hill Circle	01830
John	McCarthy	440 North Ave #267	01830
Ron	Sarofian	31 Woodland Way	01830
Yvonne	Sarofian	31 Woodland Way	01830
Mary	Troian	42 Goodale Street	01830
Andrea	Doucette	100 Lawrence St #19	01830
David	Van Dam	396 Puritan Road	01907-
Marilyn	Luther	16 Riverside Ave	01835
Linda	Pooler	17 Seven Sister Road	01830
Judith	Boksanski	6 Hawthorne St	01835
Joanie	Kennedy	64 Lamoille Ave	01835
Arlene	Antolewicz	65 Lansing Ave	01832
Leslie	Ellery	PO Box 64 Merrimac Ma 01860	
Richard	Klinger	24 Hancock Street	01830
Frank	Komola	17 Chadwick Street	01835

Edward	Syvinski	100 Homestead St	01830
Maureen	Vinci	162 Lowell Ave	01832
Alice	Zujewski	45 Beechwood Drive	01832
Patricia	Kalashian	100 Klondike Ave	01832
Theodora	Karabetsos	73 Lansing Ave	01832
Kathleen	Kimball	42 Oxford Ave	01835
Doris	McGirr	6D Kennedy Circle	01830
Margaret	Pfifferling	21 Jordan Street	01830
Susan	Powell	138 Kingsbury Ave	01835
June	Brown	22 Phoenix Ave #512	01830
Carol	Carifio Mooshia	151 Brown Street	01830
Elaine	Frangente	132-6 West Meadow Rd	01832
Elizabeth	Grube	7 Valleyview Ave	01835
Dale	Kershner	65 Observatory Ave	01832
Pamela	Koscielniak	70 Washington Street #507	01830
Paulette	Alder	33 Arcadia Ave	01830
Irl	Clevesy	6 Columbia Ter	01830
Gina	Kucker	22 perkins ct	01832
Nelson	LaValle	47 East Broadway	01830
Maurice	McGuire	201 Jericho Road	01832
Mary Beth	Roy	40 11th Ave	1830
Steve	Arthur	34 West Meadow Rd	01832
Grace	Fortuna	4 Brandywine Lane	01844-
Robert	Gardella	54 9th Ave	01830
Kalister	Green-Byrd	1 Kennedy Circle Apt A	01830
Kathleen	Parker	10 Greenleaf Street	01835
Paula	Moore	49 Leroy Avenue	01835
Linda	Church	124 Corliss Hill Road	01830
Mary	Coughlin	73 South Williams Street	01835
Gary	Scarselletta	124 West Main Street #6	01860-
Vicki	Westover	35 Belvidere Rd	01830

Robyanne	Cormier	6 Edmund Street	01835
Barbara	Cote	4 Riverbank Cir	01835-
Jane	Cunningham	22 Phoenix Row #606	01830
Bethel	Keller	82 South Elm Street	01835
Cheryl	Lupi	35 Barker St	01830
Mary	Von Richter	22 Phoenix Row #601	01830
Gary	Bradley	72 Bellevue Ave	01832
Mary	Buswell	87 Cogswell Street	01835
Frank	Dawkins	9 Lamoille Street	01835
Joanne	Gucciardi	120 Presidential Drive	01835
Rosemary	Scully	86 Westchester Drive	01830
Maureen	Dawkins	9 Lamoille Street	01835
Judith	Allen	38 South Williams Street	01835
Sultana	Diamontopoulos	26 Longview Street	01830
Virginia	Kelley	17 New Hampshire Ave	01835
Bruce	Nelson	8 Highland Street	01830
Jeannette	Woolf	207 Groveland Street	01830
Karen	Kimball	63 Evergreen Drive	01835
Meaghan	Cormier	6 Edmond Street	01835
Frank	Bernstein	4 Tulip Circle	01830
Beverly	Cote	4 Fairfield Street	01832
Bryan	Waters	84 Blossom St	01835-
Christine	Collins	34 Belmont Ave	01830
Margaret	Guckert	60 Groveland St	01830
Cheryl	Watson	456 North Broadway	01832
Andrea	Perkins	41 Clement Court	01832
Barbara	Praiano	28 Garrison Ave	01832
Patricia	Wagner	34 Littlefield Ct	01832
Joseph	LoGiudice	198 Morgan Dr	01835
Christine	Havens	159 East Broadway	01830
Patrick	Murphy	53 Bennington St	01832

Eric	Wortman	84 Blossom St	01835
Joanne	Duchemin	15 Cedarcrest Ln	01835
Mary	Scovotti	32 Presidential Dr	01835
Robert	Horgan	2 Delvine Terr	01832
Carmen	Letizia	1 Fieldstone Way	01830
Margaret	Gosselin	145 Kingsbury Ave	01835
Latifah	Cousins	79 Warrenton Rd	01832
Sandra	Pearl	70 Edgewood Ave	01830
Natalie	Self Robinson	12 Montgomery St	01830
Kevin	Bergin	7 Byron st	01835
Julee-Ann	Saldi	75 Hunter's Run Place	01832
Susan	Fuller	37 Kensington Ave	01835
Lynne	Gioia	19 Macon Ave	01830
Raymond	Lamprey	134 Summer St #1	01830
Delores	Lee	114 North Broadway	01832
Karren	McCabe	927 Hamel Mill Lofts, 40 Locke St	01830
Edwin	Buckley	36 South Park St	01835
Marc	St Louis	12 Grand Ave	01830
Patricia	Hobitz	4 Squaw Creek Dr	01832
Francis	Buckley	17 Evergreen Dr	01835
Arina	Montag	27 11th Ave	01830
Catherine	Horgan	50 Lexington Ave	01835
Dianne	Coppola	552 South Main st	01835



DOCUMENT

16.1

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of **\$38,870.00** be transferred from the *Salary Reserve* account in the amount stated to the following General Fund Account in order to fund the Highway/Park Department Salary contract dated August 25, 2015:

<i>Highway Department Salaries</i>	\$23,050.00
<i>Vehicle Maintenance Salaries</i>	\$ 5,850.00
<i>Refuse Collection & Disposal Salaries</i>	\$ 1,700.00
<i>Park Department Salaries</i>	\$ 8,270.00



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

October 23, 2015

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

RE: Transfer of Funds from Salary Reserve Account to General Fund Accounts

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

Enclosed please find a transfer order for \$38,870.00 from Salary Reserve to the following General Fund Accounts in order to fund the Highway/Park Department Salaries per contract dated August 25, 2015.

The orders are attached and I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah



Document
CITY OF HAVERHILL
In Municipal Council

16.2

Ordered:

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

<u>Vendor</u>	<u>Amount</u>	<u>Account</u>
Brite-Lite Electrical Co Inc	\$3,711.50	Street Light Maintenance
Capital Waste Services	\$1,500.75	Recycling
Direct Energy Services	\$1,857.45	Highway
Glacial Energy	\$4,052.64	Public Property

Brite-Lite Electrical Co., Inc.

11 Front Street
Weymouth, MA 02188
Tel: 781-340-9102
Fax: 781-340-1674
e-mail: jcurran@brite-lite-electrical.com

May 21, 2015

City of Haverhill
Attn: Mr. Michael K. Stankovich, Director
Department of Public Works
500 Primrose Street
Haverhill, MA 01830-2660

Street light maintenance
1010000.1.0424.5246

INVOICE

INVOICE IS FOR THE FOLLOWING WORK: Lighting Upgrade Project
IFB 001.14

Requisition # 2 - Final

Original Contract Amount:
Additional Work Changes: see attached
Total Contract Amount

\$ 20,250.00
8,463.72
\$ 28,713.72

Less previous payments received

~~(\$ 18,250.00)~~ - (\$ 18,520.⁰⁰) ^{pd} 9/19/14

TOTAL AMOUNT DUE THIS INVOICE

~~\$ 10,463.75~~ \$ 10,193.⁷²

Less 8/7/2015 pymt

-(\$ 6,482.²²)

balance

\$ 3711.⁵⁰



Invoice

Date	Invoice #
9/16/2015	3

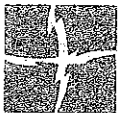
Bill To
City of Haverhill Office of the City Treasurer Four Summer Street Haverhill MA 01830

P.O. No.	Terms	Project
	30 Days	

Quantity	Description	Rate	Amount
	Disposal of recycling products from June 29, 2015 and June 30, 2015	1,500.75	1,500.75
		Total	\$1,500.75

Direct Energy Services LLC1001 Liberty Center
Pittsburgh, PA 15222**CUSTOMER SERVICE: (888) 925-9115**CustomerRelations@directenergy.com
www.DirectEnergyBusiness.com

Outage Reporting: (888) 377-5325

**Direct
Energy.**

Customer: Public Works Garage

Billing Account #: 90817216-001-6

INVOICE #: 95525381

FLEET MANAGEMENT
1010000.1.0425*Heat*
*5212***Summary as of Aug 31, 2012**

(account details start on next page)

Previous Statement Amount:	\$0.00
Total Payments Received:	\$0.00
Balance Forward:	\$0.00
Current Charges:	\$1,857.45
Amount Due Oct 25, 2012:	\$1,857.45

For emergencies with your NGRID – Essex Gas gas delivery, please contact the Outage Reporting number listed above.

Detach here, and include this coupon and check payable to **Direct Energy Services, LLC** in the enclosed envelope, allowing the Post Office 7 days to deliver.**Direct Energy Services LLC**1001 Liberty Center
Pittsburgh, PA 15222**Public Works Garage
Bernard Baker
500 PRIMROSE STREET,
HAVERHILL, MA 01830****INVOICE #:****95525381**

Billing Account #:

90817216-001-6

Date Mailed:

Aug 31, 2012

Date Due:

Oct 25, 2012

TOTAL AMOUNT DUE:**\$1,857.45**

If paid after 10/25/12, add late charge of:

\$27.86

After 10/25/12, Pay:

\$1,885.31**TOTAL AMOUNT ENCLOSED:****REMIT PAYMENT TO:****Direct Energy Services, LLC**

P.O. Box 11836

Newark, NJ 07101-8135

9081721600100001857453

Direct Energy Services LLC

Customer: Public Works Garage

Billing Account #: 90817216-001-6

INVOICE #: 95525381

ACCOUNT DETAILS

Account #: 90817216-35-5460

LDC #: 4013814800

Service Address:

500 PRIMROSE ST
HAVERHILL MA 01830

Pricing Plan:

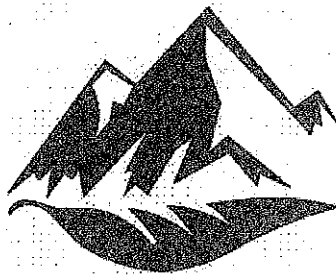
Fixed Full Req Citygate

CHARGE INFORMATION

Date	Charge Description	Amount	Total
08/29/12	Conv Balance Forward	\$1,857.45	
	Current Charges		\$1,857.45

- Swing Allowance: 100%

FLEET MANAGEMENT *HEAT*
1010000.1.0425 : 5212



GLACIAL ENERGY

Contact Us

Glacial Energy Phone: 1 (888) 452-2425
Fax: (214) 594-0000
 555 Pleasantville Road
 STE S107, South Building
 Briarcliff Manor, NY 10510
Hours: 8:30am - 6pm EST
Pay Online: <https://myaccount.glacialenergy.com/>
Email: CustomerCare@GlacialEnergy.com

Billing Address

Pat Martel
 MVPC_City of Haverhill
 4 Summer Street
 Haverhill, MA 01830

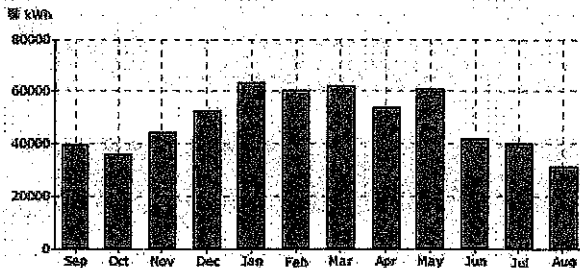
Invoice Information

Invoice Number: 35472057-9400118
Glacial Customer #: 35472057
Invoice Date: Sep 5, 2014
Payment Date: Sep 15, 2014
Payment Method: WIRE
 First National Bank of Central Texas
 P.O. Box 2662
 Waco, TX 76702-2662
 Account Number: 40027765, Routing Number: 111903245
 Please send remittance advice to
Accounts.Receivable@glacialenergy.com

Billing Summary

Current Energy Charges	\$1,707.19
Current Amount Due	\$1,707.19

Usage Chart



Glacial Message Center

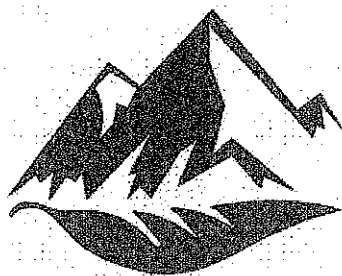
- In the event of a service outage or emergency, please contact NationalGrid - Massachusetts Electric at (800) 465-1212.
- Green Tip - Turn off the lights in any room you're not using, or consider installing timers, photo cells, or occupancy sensors to reduce the amount of time your lights are on.

Recent Account Activity

Account Balance prior to Jul 31, 2014: \$0.00

Invoice Number	Invoice Date	Due Date	Invoice Amount	Payment Status
35472057-9400116	Jul 31, 2014	Aug 10, 2014	\$3,594.83	-\$0.01 Paid - Thank You
35472057-9400117	Aug 28, 2014	Sep 7, 2014	\$2,345.45	\$0.00 Open

Outstanding Balance: \$2,345.46



GLACIAL ENERGY

Contact Us

Glacial Energy Phone: 1 (888) 452-2425
Fax: (214) 594-0000
 555 Pleasantville Road Hours: 8:30am - 6pm EST
 STE S107, South Building
 Briarcliff Manor, NY 10510
Pay Online: <https://myaccount.glacialenergy.com/>
Email: CustomerCare@GlacialEnergy.com

Billing Address

Pat Martel
 MVPC_City of Haverhill
 4 Summer Street
 Haverhill, MA 01830

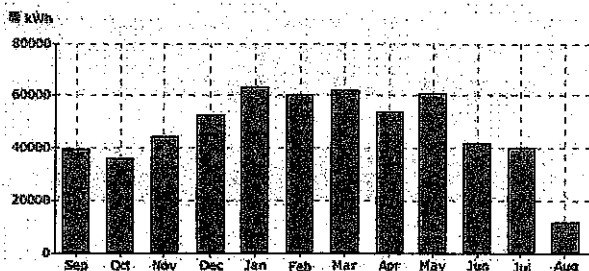
Invoice Information

Invoice Number: 35472057-9400117
Glacial Customer #: 35472057
Invoice Date: Aug 28, 2014
Payment Date: Sep 7, 2014
Payment Method: WIRE
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 P.O. Box 2662
 Waco, TX 76702-2662
 Account Number: 40027765, Routing Number: 111903245
 Please send remittance advice to
Accounts.Receivable@glacialenergy.com

Billing Summary

Current Energy Charges	\$2,345.45
Current Amount Due	\$2,345.45

Usage Chart



Glacial Message Center

- In the event of a service outage or emergency, please contact NationalGrid - Massachusetts Electric at (800) 465-1212.
- Green Tip - Turn off the lights in any room you're not using, or consider installing timers, photo cells, or occupancy sensors to reduce the amount of time your lights are on.

Recent Account Activity

Account Balance prior to Jun 30, 2014: \$0.00

Invoice Number	Invoice Date	Due Date	Invoice Amount	Payment Status
35472057-9400115	Jun 30, 2014	Jul 10, 2014	\$2,970.50	\$0.00 Paid - Thank You
35472057-9400116	Jul 31, 2014	Aug 10, 2014	\$3,594.83	-\$0.01 Paid - Thank You

Outstanding Balance: \$0.01



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

October 23, 2015

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

RE: FY15 Bills

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

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

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

17.1
File 10 days

ORDERED:

MUNICIPAL ORDINANCE

CHAPTER 240

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, as amended, be further amended by adding the following to § 240-92 Schedule I: Mandatory Turns:

Location	Controlling Traffic	Mandatory Turns
South Main Street to Salem Street	Northbound to Salem Street eastbound	Right
South Main Street to Salem Street	Southbound to Salem Street eastbound	Left
Salem Street to South Main Street	Westbound to South Main Street northbound	Right

APPROVED AS TO LEGALITY:

City Solicitor



Haverhill

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

October 20, 2015

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

**Subject: *South Main Street & Salem Street Intersection – Ordinance
for Mandatory Turns***

Earlier this year I sent request to *MassDOT* to amend the Traffic Control Agreement the City signed with them regarding the South Main Street reconstruction project. Specifically, I requested changes were detailed as follows:

1. At the intersection of South Main Street and Salem Street, for traffic heading westbound on Salem Street there are two lanes heading into the intersection. The left lane is currently designated as left turn only, while the right lane is designated for straight-thru and right turn. We hereby request that the designations be changed to left turn and straight-thru for the left lane and right turn only for the right lane. Note that I discussed the current design with our project design consultant, and was told that the current design was based on numbers that only marginally favored that design over the requested modification. Note also that the requested designation matches the operation prior to the recently completed project.
2. At the intersection of South Main Street and Salem Street, for traffic heading northbound on South Main Street there are two lanes heading into the intersection. The left lane is designated for left turn or straight-thru and the right lane is designated for straight-thru or right turn. We hereby request that the designation for the right lane be changed to right turn only. Just north of the intersection is South Green Street, and the current design is causing conflicts for traffic coming from the left lane and wanting to turn right onto South Green Street. Beyond a few businesses and residences on South Green Street, South Green Street also leads to South Chestnut Street, where there is a preschool and therefore heavy drop off and pickup traffic. Note also that the requested designation matches the operation prior to the recently completed project.

Note each of the requested changes had been discussed and recommended by Traffic & Safety prior to my letter to *MassDOT*.



Haverhill

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

Today I received a letter, dated October 13th, approving this request (see attached). Also attached is the proposed Ordinance to legally make this change.

Please contact me if you have any questions.

Sincerely,

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

C: Mayor Fiorentini, Stankovich, Ward, Cox



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



October 13, 2015

John H. Pettis III, P.E.
City Engineer
City of Haverhill
Haverhill Engineering Department, Room 214
4 Summer Street
Haverhill, MA 01830-5885

RECEIVED
OCT 20 2015

OFFICE OF CITY ENGINEER
Haverhill, MA

RE: Route 125/Salem Street Traffic Control Agreement Modification

Dear Mr. Pettis:

This is in response to your letter dated March 23, 2015 in which you requested permission to amend Traffic Control Agreement (TCA) 70072 that covers the Route 125 Reconstruction Project in Haverhill (Project No. 600214), for modifications to the roadway lane designations at the intersection of South Main Street (Route 125) and Salem Street. These modifications include providing a shared left turn-thru lane with a right turn only lane for traffic heading westbound on Salem Street, and a northbound shared left turn-thru lane with a right turn only lane on South Main Street.

MassDOT District 4 approves the lane designation changes at the Salem Street westbound and South Main Street northbound approaches to this intersection. We will recommend the Specific Provisions (Sections F and G) of the TCA be modified by our Boston office. An amended TCA will be forwarded under separate cover to the City for signature. Please update the City's regulations accordingly prior to modifying the pavement markings and signage.

Should you have any further question on the matter, please contact the District Traffic Operations Engineer John Gregg, P.E. at 781-641-8485.

Sincerely,

Paul D. Stedman
District Highway Director

SLT/st

cc: R. Wilson, Boston Traffic, file

519 Appleton Street, Arlington, MA 02476
Tel: 781-641-8300, Fax: 781-646-5115
www.mass.gov/massdot

77-C



Document 77-C

CITY OF HAVERHILL

In Municipal Council October 6 2015

Vote Oct 27

Ordered:

That Order No. 32-D of this Council adopted on November 27, 2012 and approved by the Mayor on November 28, 2012, which order authorized the borrowing of funds to pay costs of engineering services and construction related to flood control improvements including improvements to the Merrimack River floodwall, Little River conduit and the Marginal Pump Station including without limitation all costs thereof, is hereby amended so as to permit the expenditure of funds appropriated thereunder to pay costs of a project manager for the work related to the project known as Harbor Place, including all costs incidental or related thereto. The amended loan order shall read as follows:

That \$6,061,000 is appropriated for the purpose of financing the cost of engineering services and construction related to flood control improvements including improvements to the Merrimack River floodwall, Little River conduit and the Marginal Pump Station, and a project manager for the work related to the project known as Harbor Place, including without limitation all costs thereof as defined in Section 1 of Chapter 29C of the General Laws, as most recently amended by St. 1998, c.78 ("Chapter 29C"); that to meet this appropriation the Treasurer with the approval of the Mayor is authorized to borrow \$6,061,000 and issue bonds or notes therefor under Chapter 44 of the General Laws and/or Chapter 29C; that such bonds or notes shall be general obligations of the City unless the Treasurer with the approval of the Mayor determines that they should be issued as limited obligations and secured by local system revenues as defined in section 1 of Chapter 29C; that the Treasurer with the approval of the Mayor is authorized to borrow all or a portion of such amount from the Massachusetts Water Pollution Abatement Trust (the "Trust"); and in connection therewith to enter into a loan agreement and/or a security agreement with the Trust and otherwise to contract with the Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the project or for the financing thereof; that the Mayor is authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the project and to take any other action necessary to carry out the project.

PLACED ON FILE for at least 10 days

Attest:

City Clerk

File 10 days - Bond order

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

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

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

To: <u>Katie/Gazette</u>	From: <u>Maria City Clerk's Office</u>
Fax: <u>978-685-1588 or 978-685-2432</u>	Date: <u>Oct 6 2015</u>
Phone: <u>978-946-2157</u>	Pages: <u>2</u>
re: <u>Bond order - 6,061,000</u>	CC:
Re: <u>Flood wall</u>	
☐ Urgent	☒ For Review
☐ Please Comment	☐ Please Reply
☐ Please Recycle	

Hi Katie - "For Gazette"

Please run as usual for
next week!

Thanks,
Maria

978-420-3624

119-0
CITY COUNCIL

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



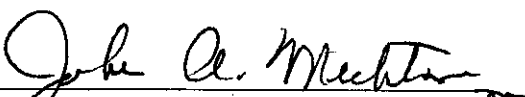
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycnd@cityofhaverhill.com

CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

October 15, 2015

TO: Members of the City Council:

Council President John Michitson wishes to introduce Bianca Mercado to discuss citizen needs in the ACRE neighborhood.


Council President John A. Michitson

IN CITY COUNCIL: October 20 2015
POSTPONE TO OCTOBER 27 2015
Attest:

City Clerk

CITY COUNCIL

JOHN A. MICHITSON

PRESIDENT

ROBERT H. SCATAMACCHIA

VICE PRESIDENT

MELINDA E. BARRETT

WILLIAM J. MACEK

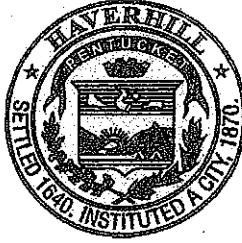
WILLIAM H. RYAN

THOMAS J. SULLIVAN

MARY ELLEN DALY O'BRIEN

MICHAEL S. MCGONAGLE

COLIN F. LEPAGE



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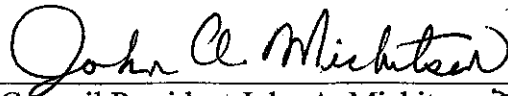
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citycnci@cityofhaverhill.com

CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

October 23, 2015

TO: Members of the City Council:

Council President John Michitson wishes to discuss traffic safety issues on Willow Avenue.


Council President John A. Michitson *js*

CITY COUNCIL

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



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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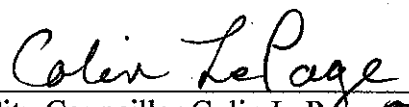
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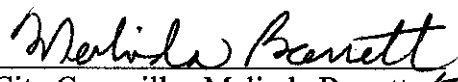
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

October 22, 2015

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

Councillors LePage and Barrett would like to discuss resident concerns about speeding on South Kimball Street.


City Councillor Colin LePage


City Councillor Melinda Barrett

CITY COUNCIL

JOHN A. MICHITSON

PRESIDENT

ROBERT H. SCATAMACCHIA

VICE PRESIDENT

MELINDA E. BARRETT

WILLIAM J. MACEK

WILLIAM H. RYAN

THOMAS J. SULLIVAN

MARY ELLEN DALY O'BRIEN

MICHAEL S. MCGONAGLE

COLIN F. LEPAGE



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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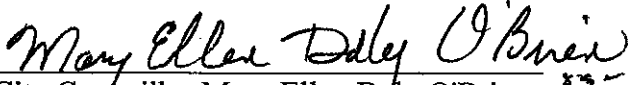
203

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

October 23, 2015

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

Councillor Mary Ellen Daly O'Brien would like an update on the alleyway lighting in the downtown.


City Councillor Mary Ellen Daly O'Brien

CITY COUNCIL

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



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

4

204

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

October 23, 2015

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

Councillor Mary Ellen Daly O'Brien would like an update on projects that require paving before the winter weather.

Mary Ellen Daly O'Brien
City Councillor Mary Ellen Daly O'Brien

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
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WILLIAM H. RYAN
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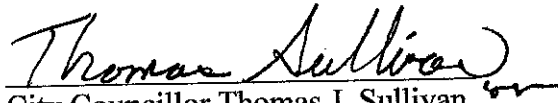
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
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October 22, 2015

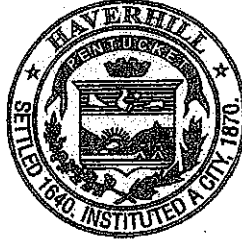
TO: Mr. President and Members of the City Council:

Councillor Thomas Sullivan requests an update on the abandoned building program.


City Councillor Thomas J. Sullivan

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
THOMAS J. SULLIVAN
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COLIN F. LEPAGE



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

20.6
CITY HALL, ROOM 204
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TELEPHONE: 978 374-2328
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www.ci.haverhill.ma.us
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October 23, 2015

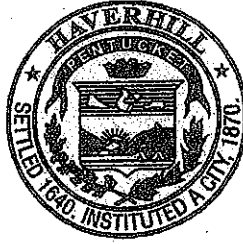
TO: Mr. President and Members of the City Council:

Councillor Colin LePage requests a follow up and update about the middle school health program.

Colin LePage
City Councillor Colin LePage *CS*

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
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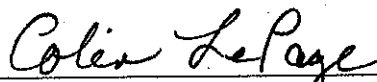
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CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycnd@cityofhaverhill.com

October 22, 2015

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

Councillor Colin LePage requests the removal of a handicap parking space at 26 Portland Street as it is no longer needed.


City Councillor Colin LePage b.s.

Name of Street Location	Regulation	Hours/Days
25 Portland Street [Added 3-15-2005 by Doc. 32; repealed 2-12-2008 by Doc. 20]		
* In front of 26 Portland Street, except for 1 24-hour handicapped parking space at No. 26 [Added 3-27-2007 by Doc. 14-E]	No parking	24 hours
In front of 77 Portland Street, except for 1 24-hour handicapped parking space at No. 77	No parking	24 hours
Easterly side of Portland Street at the rear of 200 Main Street, between utility poles 7 and 8 [Added 2-1-2005 by Doc. 13]	Loading zone	8:00 a.m. to 7:00 p.m., Monday through Saturday
1 24-hour handicapped parking space from 75 feet to 98 feet north of Winter Street, west side [Added 2-20-2007 by Doc. 14-B]	—	—
Powder House Hill Avenue [Added 8-23-1994 by Doc. 54-GG]		
A point starting 20 feet east of the Powder House going in a westerly direction to electric pole No. 455/14, south side	No parking	—
Prescott Place		
From 87 to 180 feet south of Washington Street, west side	No parking	—
Primrose Street		
From Winter Street to Charles Street, both sides	No parking	—
From Winter Street to Johns Street, east side	No parking	—
From Ringgold Street to Main Street, north side	No parking	—
From Main Street to a point 150 feet west of Main Street, both sides [Added 5-17-1994 by Doc. 12-E]	No parking	—
From 20 feet south of Lancaster Street southerly for 45 feet, west side [Added 4-30-1985 by Doc. 86]	Time limited: 15 minutes	7:00 a.m. to 7:00 p.m.
In front of No. 114 Primrose Street [Added 2-2-1999 by Doc. 24]	Time limited: 15 minutes	During business hours, Mon. through Sat.

21.1

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

WHEREAS, Haverhill, MA is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Haverhill, MA is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

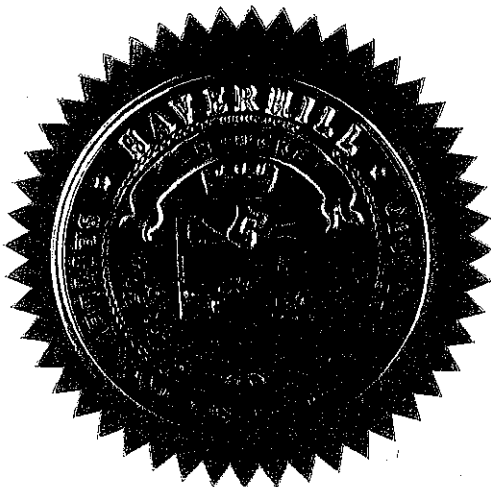
WHEREAS, Haverhill, MA is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Haverhill, MA acknowledges the mission of Extra Mile America to create 500 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2015.

NOW THEREFORE, I, JAMES J. FIORENTINI, MAYOR of the City of Haverhill do hereby proclaim November 1, 2015 as

Extra Mile Day

I urge individuals in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.



IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the City of Haverhill to be affixed this twenty-sixth day of October in the year of Our Lord two thousand and fifteen.


MAYOR JAMES J. FIORENTINI

CITY COUNCIL

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



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

CITY OF HAVERHILL HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
102-H	Communication from Councillor Macek requesting to propose the establishment of an Adult and Senior Fitness Park	NRPP	10/29/13
55-E	Communication from Councillor Macek – necessary repairs on the Clement Farm property leased to American Legion	NRPP	6/17/14
55-F	Communication from Councillor Daly O'Brien re: Street noise increasing on Essex St. and Washington St. area	Public Safety	6/17/14
55-U	Communication from President Michitson requesting to address comprehensive vision, plan & process – critical information for City Council to determine needs/gaps, solutions and spending priorities for Haverhill	A & F	8/19/14
55-X	Communication from Councillor Sullivan regarding a Jr. Park Ranger Sumer Program	Public Safety	8/19/14
10-U	Communication from Councillor Macek requesting to discuss trash pickup for Hales Landing Development off of Old Groveland Rd.	NRPP	4/21/15
67	Ordinance re: Peddling and Soliciting – Amend City Code, Ch. 191, Article VII Food Trucks	A & F	5/26/15
74-Q	Communication from Councillor Macek requesting discussion re: exploring various Possibilities for "Expanded Notification" processes for certain matters re: Zoning Changes And Special Permit application.	A & F	7/14/15
14-R	Communication from Councillor Macek requesting to discuss the need for taxi pick up areas.	Public Safety	7/28/15
	Discussion about future planning for sewer hook-ups	Planning & Dev.	9/22/15
11-M	Communication from Mayor Fiorentini requesting City Council join with him in investigating Of taxicab rates to see if they need to be adjusted; this matter be sent to appropriate City Council committee	A & F	10/6/15
119-M	Communication from President Michitson & Councillors Barrett and LePage requesting status of septic odor mitigation in Bradford.	Public Safety	10/20/15
	Suspension of Rules to discuss unpermitted B & B's operating in City of Haverhill	A & F	10/20/15