



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, July 11, 2017 at 7:00 PM
City Council Chambers, 4 Summer St, Room 202

1. OPENING PRAYER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES OF PREVIOUS MEETING
4. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING
5. COMMUNICATIONS FROM THE MAYOR
 - 5.1. Mayor Fiorentini submits letter of recommendation from the City of Haverhill's Energy Advisor, Orlando Pacheco and a contract for a *Power Purchase Agreement* between *Sunwealth Power LLC* and the City of Haverhill. The credits will be applied towards the City's Pump Station on South Mill st
 - 5.2. Mayor Fiorentini submits letter of recommendation from the City of Haverhill's Energy Advisor, Orlando Pacheco and a contract for a *Power Purchase Agreement* between *Spencer Meadows Solar LLC*, a subsidiary of *ECOS Energy* and the City of Haverhill. The credits will be applied towards the City's Wastewater Treatment Plant on S. Porter st Attachments
6. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES
7. UTILITY HEARING(S) AND RELATED ORDER(S)
 - 7.1. Petition from National Grid requesting conduit locations on Water st and also install 1 new SO pole 101-1 on Water st; Plan 13397798-2 Hearing July 25th
 - 7.2. Petition from National Grid requesting conduit locations on Merrimac rd to provide electrical service to new homes at #'s 69A & B; Plan 23732147 Hearing July 25th
8. HEARINGS AND RELATED ORDER
 - 8.1. Document 63; *Sanders Currier Realty Trust/Trustee* – Phil Rice requesting Special Permit to Build 4 residential units within the WD Zone (Waterfront District); on the upper 2 vacant floors of an existing building at 116-122 Washington st
Comments from City departments are included
Favorable recommendation with conditions from Planning Director Attachments
9. PUBLIC PARTICIPATION- REQUESTS UNDER COUNCIL RULE 28
10. APPOINTMENTS:
 - 10.1. Confirming Appointments
 - 10.1.1. Cultural Council Lum-Bih Tashi expires July 31 2018
 - 10.2. Non-Confirming Appointments:
 - 10.2.1. Real Estate Custodian Alicia McOsker
 - 10.2.2. Cable TV Advisory Committee Lisa DeMeo
 - 10.2.2.1. “ “ “ Jeffrey Berenson Attachments
 - 10.3. Resignations



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11. PETITIONS:

11.1. Applications

- 11.1.1. Application for permit from Jennifer Arndt/*Creative Haverhill*, to hold third annual "Movies by the River" Outdoor Summer Movie Series at 192 Merrimack st; between *Rent-A-Center* and *Haverhill Bank* to take place Thursday evenings for period of 6 weeks beginning July 13th and ending August 17th; in case of rain movies will be indoors at *Haverhill Citizen Center*, 10 Welcome st from 6:30 pm to 10:00 pm; and also requests that permit fees be waived

Has police approval

- 11.1.2. Application from Dennis Howes for One Day All Alcohol Liquor License for Wedding on September 23rd, at Winnekenni Castle; 3:30 pm to 9:00 pm

Has License Commission Approval

Attachments

11.2. Applications/Handicap Parking Signs:

- | | | |
|----------------------------|------------------|----------------|
| 11.2.1. Leonardo Hernandez | 81 Pilling st | <i>renewal</i> |
| 11.2.2. Paul DiNoto | 17 Temple st | <i>renewal</i> |
| 11.2.3. Sandra Curtis | 36 Bellevue av | <i>renewal</i> |
| 11.2.4. John W Woolf Sr. | 207 Groveland st | <i>new</i> |

Attachments

11.3. Tag Days:

- 11.3.1. Haverhill High Football Boosters – Sun Aug 20

Has police approval

- 11.3.2. Haverhill High Cheerleaders – Sat & Sun, Aug 5 & 6

Has police approval

Attachments

11.4. Annual License Renewals:

- 11.4.1. Hawker Peddlers License Renewals 2017

- 11.4.2. Coin-Op License Renewals 2017

- 11.4.3. Sunday Coin-Op License Renewals 2017

- 11.4.4. Drainlayer License 2017:

- 11.4.4.1. James Boraczek *renewal*

Attachment

- 11.4.5. Taxi Driver License

- 11.4.5.1. Edward Espin *denied by police*

- 11.4.5.2. Iesha M Ellen

Attachments

- 11.4.6. Taxi License

- 11.4.7. Junk Dealer License

- 11.4.8. Pool Tables:

- 11.4.9. Bowling:

- 11.4.10. Buy & Sell Second Hand Articles:

- 11.4.10.1. *Honeybee Children's Shoppe*, 800 Broadway, Jennifer Levy

- 11.4.10.2. *House of Pawn*, 24 Emerson st, Aidria Torres

Attachments



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- 11.4.11. **Pawnbroker license:**
11.4.11.1. *House of Pawn* Aidria Torres Attachment
11.4.12. **Buy & Sell Old Gold:**
11.4.13. **Exterior Vending Machines:**
11.4.13.1. *Redbo Automated Retail LLC*
Locations:
A. *CVS Pharmacy, 150 Lafayette sq*
B., C. *Market Basket, 2 Water st (2 machines)*
D. *Market Basket, 400 Lowell ave*
E. *CVS Pharmacy, 425 Lowell ave*
F., G. *Walgreens, 800 River st (2 machines)*
H. *Market Basket, 285 Lincoln ave* Attachments
All have police approval

12. MOTIONS AND ORDERS

12.1. ORDERS

12.1.1. Order – Mayor is authorized to execute a Purchase and Sales Agreement with *Haverhill Housing Authority* for sale of property and buildings at 60 Brown st; formerly known as the *Department of Public Property Barn*; Assessors' Map 423, Block 151, Lot 17; and also authorize Mayor to execute deed. This property is hereby declared surplus for sale

12.1.2. Order – Transfer \$464,893.16 from Water Capital and Expense accounts and transferred to Capital Projects Accounts as listed:

FROM

Water Capital	\$214,893.16
Water Expense	\$250,000.00

TO

Water Supply Capital	\$ 58,699.48
Water Distribution Capital	\$ 55,112.00
Water Meter Replacement	\$351,081.68

12.1.3

Order – Transfer \$85,000 from Wastewater Salary & Benefit accounts and transferred to the following Wastewater Expense accounts:

FROM

Wastewater Health	\$22,000
Wastewater Salary	\$36,000
Stormwater Salary	\$27,000

TO

Wastewater Expense	\$85,000
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Attachments



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12.1.4 Order: That the sum of \$1,035,771 be transferred to/from the following accounts as stated below to close out FY2017:

FROM:

\$ 39,100 Constituent Services Salary
\$ 31,600 Salary Reserve
\$ 53,000 Health Insurance-City
\$128,000 Health Insurance-School
\$ 43,534 Health Insurance-School
\$ 21,100 Police Expense
\$ 2,120 Legal Expense
\$ 7,250 Treasurer Expense
\$ 2,650 Assessing Expense
\$ 6,325 Council Expense
\$ 5,200 Planning Expense
\$ 2,250 Highway Salary
\$ 3,450 Municipal Garage Expense
\$102,120 Snow & Ice Salary
\$528,952 Budget Reserve
\$ 20,120 Refuse Collection Expense
\$ 39,000 Liability Insurance

TO:

\$ 19,600 Mayor Salary
\$ 19,000 Human Resources Salary
\$ 500 Constituent Services Expense
\$ 3,300 Auditing Salary
\$ 2,700 Purchasing Salary
\$ 7,300 Assessing Salary
\$ 1,300 Conservation Salary
\$ 16,000 Human Resources Expense
\$ 1,000 Veterans Salary
\$ 53,000 Veterans Benefits
\$128,000 State Assessment-Charter School
\$ 43,534 State Assessment-Special Education
\$ 2,120 Legal Salary
\$ 7,250 Treasurer Salary
\$ 2,650 Assessing Salary
\$ 6,325 Council Salary
\$ 5,200 Planning Salary
\$ 2,250 Public Works Admin Salary
\$ 3,450 Public Works Admin Exp
\$102,120 Snow & Ice Expense
\$528,952 Snow & Ice Expense
\$ 20,120 Refuse Collection Salary
\$ 39,000 Police Salary
\$ 21,100 Police Salary

Attachment

12.2. ORDINANCES (FILE 10 DAYS)

12.3. MONTHLY REPORTS

13. COMMUNICATIONS FROM COUNCILLORS

13.1. Communication from Councillor Daly O'Brien requesting a discussion about Merrimack st bump outs

13.2. Communication from Councillor Macek requesting a discussion regarding traffic and public safety concerns on Groveland rd in Bradford

13.3. Communication from Councillors Barrett, LePage and Daly O'Brien requesting a discussion and an update concerning the status of the HHS girls' softball facility to comply with Title IX and ADA requirements

Attachments



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- 13.4. Communication from Councillors McGonagle and LePage requesting a discussion and an update concerning pending Public Safety Capital projects as recently detailed by Public Safety officials Attachments
14. **UNFINISHED BUSINESS OF PRECEDING MEETINGS**
- 14.1. Document 74-M - Communication from President Michitson requesting to introduce Ronald MacLeod to speak about North av improvements
Postponed from June 27 2017
- 14.2. Document 9-T - Ordinance Relating to Parking – 23 Arch Ave – delete Handicap Parking
Filed June 28 2017
- 14.3. Document 13-C - Ordinance Relating to Salaries – for Administrative & Professional Positions *Filed June 21 2017*
- 14.4. Document 81 - Ordinance Relating to Outdoor Dining; amend City code by adding new Chapter 222 as amended *Filed June 21 2017*
Related communication from City Solicitor William Cox
- 14.5. Document 82 - Ordinance re: Fees & Receipts: Amusements – Public Shows & Exhibitions; and Peddling and Soliciting; Amending Chapter 36 Attachments
Filed June 21 2017
15. **RESOLUTIONS AND PROCLAMATIONS**
16. **COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS**
17. **DOCUMENTS REFERRED TO COMMITTEE STUDY**
18. **ADJOURN**

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

5.1

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

July 6, 2017

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

RE: Power Purchase Agreement with Sunwealth Power LLC and the City of Haverhill

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

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

The credits will be applied towards the City's Pump Station on South Mill Street.

I recommend approval.

Very truly yours,

James J. Fiorentini (dew)

James J. Fiorentini
Mayor

JJF/lyf



Haverhill

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

July 5, 2017

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

Dear Mayor:

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

The Agreement calls for the City to purchase Net Metering Credits (NMC) for 20% below the National Grid price of power for 20 years.

The credits will be applied towards the City's Pump Station on South Mill St. The agreement is for approximately 450,000 KWH and will decline as the panels degrade and produce less power. The documents have been reviewed by our outside solar counsel.

Sincerely,

Orlando Pacheco
Energy Advisor

NET METERING CREDIT AND POWER PURCHASE AND SALE AGREEMENT

This Net Metering Credit and Power Purchase and Sale Agreement ("**Agreement**") is entered into as of June 29, 2017 (the "**Effective Date**") and is by and between **Sunwealth Power LLC**, a Delaware limited liability company with principal place of business at 28 Dane Street, Somerville, MA 02143 ("**Seller**"), and the **City of Haverhill**, a public entity of the Commonwealth of Massachusetts ("**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Seller is in the business of developing and financing solar (PV) electric generation facilities; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, Net Metering Credits associated with the Energy generated by the Facility as described in Exhibit A subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLES I DEFINITIONS

When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words used in the body of the Agreement and capitalized shall be as defined in the Glossary of Terms, but 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.

ARTICLE II TERM

2.1 Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date, and shall end at the earlier of (i) 11:59 PM on the day preceding the twenty fifth (25th) anniversary of the Commercial Operations Date (the "**Termination Date**"), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. This Agreement may be terminated prior to the Termination Date (the "**Early Termination Date**"):

(a) by Buyer if either Seller and LDC have not entered into an interconnection

agreement with the LDC for the Facility within six (6) months of the Effective Date, or the Facility has not achieved Commercial Operations within twelve (12) months of the Effective Date (the "Commercial Operations Deadline"). Provided that if the Facility has achieved all requirements for Commercial Operation except "(iv) the LDC has approved interconnection with the electricity distribution system to allow regular operation of the Facility", then the Commercial Operations Deadline shall be extended for up to six months or eighteen (18) months of the Effective Date.

- (b) by Seller at any time prior to the commencement of construction, upon thirty (30) days' notice to Buyer, in the event that Seller, in its sole discretion, abandons development of the Facility, provided that if Seller terminates this Agreement under this provision, it shall forthwith pay to Buyer \$5,000 in liquidated damages, it being acknowledged and agreed that such amount is believed to be a fair measure of the monetary damages that would be sustained by Buyer by such termination;
- (c) by either Party in accordance with any provision of this Agreement expressly allowing a right of termination, including Section 6.3 (relating to termination as a consequence of regulatory change);
- (d) by either Party in accordance with Section 8.2 (relating to termination as a consequence of Force Majeure) or Section 6.1 (relating to net metering);
- (e) pursuant to Section 10.3 (regarding financing).

Upon early termination of this Agreement in accordance with this Section 2.2, neither Party shall be liable to the other Party except for liabilities that arose prior to the Early Termination Date.

ARTICLE III

TITLE; FACILITY OPERATION; METER

3.1 Title.

- (a) Seller shall retain title to the Facility, the Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall, at Seller's cost, exercise reasonable efforts to assign the same to Seller and if Buyer receives any payments regarding the above, it shall promptly transfer them to Seller, subject in all events and at all times to applicable laws, including laws relating to the appropriation of funds by Buyer. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, and notwithstanding anything to the contrary in this Agreement, title to, and risk of loss of, the Net Metering Credits generated by the Facility will pass from Seller to Buyer upon the LDC's allocation of the Net

Metering Credits to Buyer's customer account(s) listed on the Schedule Z for the Facility filed with the LDC, as reflected in the invoices received by Buyer from the LDC.

- 3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall, promptly after the Facility commences Commercial Operations, notify Buyer in writing of the Commercial Operation Date.
- 3.3 Meter; Interconnection. Seller shall enter into and comply with an Interconnection Agreement with the LDC for the Facility.
- 3.4 Development of Facility; Costs and Indemnification. As between Buyer and Seller, Seller shall be solely responsible for the permitting, financing, installation, interconnection, operation, maintenance, repair and removal of the Facility and for all costs and expenses relating thereto (the "Development"). In addition, Seller shall undertake and complete the Development in accordance with Applicable Law and prudent construction and solar photovoltaic industry practices, and shall design and install the Facility such that it will qualify for the LDC's G-1 "small commercial" rate. In addition to all other rights and remedies available to Buyer, Seller shall indemnify, defend and save harmless Buyer from all Losses arising out of the Development.

ARTICLE IV

PURCHASE AND SALE OF NET METERING CREDITS AND POWER

4.1 Purchase and Sale of Net Metering Credits and Power.

- (a) Seller shall establish a Municipality or Other Governmental Entity (not Buyer) to serve as "Host Customer" (as that term is defined by the Net Metering Regulations and related Guidelines) for the .236 MW (AC) and .315 MW (DC) Facility with the LDC. Seller shall be responsible to perform or to cause the Host Customer to perform all obligations imposed on the Host Customer by the LDC for the Facility. Seller shall promptly pay or cause the Host Customer to pay all charges or fees imposed by the LDC upon the Host Customer for the Meter.
- (b) Commencing on the Commercial Operations Date and continuing throughout the Term, Seller agrees to transfer or cause Host Customer to transfer to Buyer (free and clear of any liens, claims or other encumbrances) all Net Metering Credits corresponding to of 100% of the Energy, and Buyer agrees to accept from Seller and to compensate Seller as set forth herein for all such Net Metering Credits up to and not to exceed 425,000 kilowatt-hours worth of Net Metering Credits per fiscal year of July 1-June 30 (the "Quantity"). The Buyer shall not be responsible for compensating the Seller for any Net Metering Credits above the Quantity whether or not allocated to Buyer by the LDC, the risk of loss of which Net Metering Credits

shall at all times remain with Seller.

- (c) For the allocation of Net Metering Credits in excess of the Quantity, Seller agrees to designate only the accounts of other eligible “Municipalities or Other Governmental Entities,” as such term is defined in 200 CMR 18. In no event shall Buyer be required to enter into any agreement or other arrangement with the Host Customer or any purchaser or transferee of any such excess Net Metering Credits. In addition to all other rights and remedies available to Buyer, Seller shall indemnify, defend and save harmless Buyer from all Losses arising out of Seller’s allocation of such excess Net Metering Credits.

4.2 Price. Buyer shall pay an amount to Seller for the Quantity delivered by Seller to Buyer according to Exhibit B, attached hereto and incorporated herein (the “Price”).

4.3 Delivery.

- (a) To deliver the Net Metering Credits to Buyer, Seller shall, with the reasonable cooperation of Buyer, request (through completion of a “Schedule Z”, or such process as may be established by the Tariff) that the LDC allocate the Quantity purchased by Buyer to Buyer’s customer account(s) with the LDC, according to Buyer’s direction. Buyer’s allocation destination information is further detailed in Exhibit C, attached hereto and incorporated herein, or if nothing is contained in said exhibit, shall be provided by Buyer within a reasonable period of time following Seller’s request. Seller shall provide reasonable assistance to Buyer in designating Buyer’s accounts for allocation of Net Metering Credits.
- (b) Buyer understands that the Net Metering Credits delivered to Buyer’s LDC account in any particular month will be reflected on Buyer’s invoice from the LDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer’s monthly LDC invoice according to the LDC’s billing cycle, which may be approximately one (1) month after the Energy associated with the Net Metering Credits is generated by the Facility. Buyer shall only pay for Net Metering Credits actually delivered to Buyer’s LDC accounts listed on the Schedule Z.

4.3 Governmental Charges.

- (a) Seller is responsible for any Governmental Charges attributable to the Facility, the Energy, and the sale of Net Metering Credits hereunder, irrespective of whether imposed before, upon or after the allocation and delivery of Net Metering Credits to Buyer, including any and all Governmental Charges imposed upon Buyer as a purchaser of Net Metering Credits, and upon the Host Customer for the Facility.
- (b) Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Net Metering Credits hereunder are to be exempted from or not subject to one or

more Governmental Charges, the Party for whom such exemption applies shall, within a reasonable time following the other Party's written request therefore, provide the requesting Party with all available documentation within such other Party's possession to evidence such exemption or exclusion.

ARTICLE V PAYMENT

5.1 Payment.

- (a) Beginning with the first month that Buyer's invoices from the LDC (for Buyer's Schedule Z accounts) reflect Net Metering Credits from the Facility, Seller shall provide Buyer with an invoice for the portion of the Quantity that was delivered to the Buyer's LDC account(s) during that LDC billing cycle (the "***Invoice***"). The Parties shall resolve any invoice disputes or discrepancies according to Section 5.3 (Invoice Disputes).
- (b) Prior to the Commercial Operations Date, the Buyer and Seller shall take all reasonable actions necessary to allow Seller to access, for the Term, Buyer's monthly LDC statements and account information for purposes of fulfilling Seller's obligations under this Agreement.
- (c) Buyer will remit payment of the amount of each Invoice to Seller or its designee by check or electronic funds transfer (or other means agreeable to both Parties) to the account designated by Seller within thirty (30) days following Buyer's receipt of each such Invoice. Any payment due and owing to Seller but not made to Seller within thirty (30) days of the Buyer's receipt of an Invoice shall bear interest from the date on which such payment was required to have been made, through and including the date such payment is actually received by Seller. Such interest shall accrue at an annual rate equal to the Interest Rate.

5.2 Records and Audits.

- (a) Seller shall regularly (no less than annually) audit the LDCs allocation of Net Metering Credits Quantity to Buyer's LDC account(s) and will exercise all reasonable efforts to work with the LDC on Buyer's behalf to correct or adjust the discrepancy.
- (b) Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the LDC.
- (c) Unless a longer period is required by any Governmental Authority, each Party shall

keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours.

- 5.3 Invoice Disputes. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall promptly notify the other Party of the basis for the dispute, and pay the undisputed portion of the invoice to which such amount relates no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate per annum at the option of the overpaying party. The Parties shall only be entitled to dispute an amount owed or paid within twelve (12) calendar months from the date of receipt of the invoice to which the amount relates, except that if any dispute or discrepancy was not reasonably discernible to Buyer from the face of an Invoice, Buyer shall have twelve (12) months from the date it learns of such dispute or discrepancy to dispute the Invoice. If the Parties are unable to resolve a payment dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).

ARTICLE VI NET METERING

- 6.1 Net Metering as Condition Precedent. Each Party's obligations under this Agreement are subject to the Facility's qualification under the Net Metering Credit Cap for National Grid Public Projects as defined at the date of execution of this agreement and as a metered connection to the LDC qualifying for Net Metering as a Class III Net Metering Facility. Seller shall, with the reasonable cooperation of Buyer, exercise all reasonable efforts to cause the foregoing conditions to be satisfied. If the Facility does not so qualify, either Party may, but shall not be obligated to, terminate this Agreement by delivery notice thereof to the other Party. If this Agreement is terminated pursuant to this Section 6.1, the termination shall be effective as of the delivery of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment, liabilities or other obligations arising under this Agreement prior to the delivery of the notice.

6.2 INTENTIONALLY OMITTED.

- 6.3 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a change in Applicable Law, including but not limited to the implementation by a Governmental Authority of any rule or regulation, or the administration or interpretation thereof by the Massachusetts Department of Public Utilities or the LDC, that materially

restricts Seller's ability to deliver electricity to the LDC or Net Metering Credits to the Buyer, or Buyer's ability to receive or use Net Metering Credits, or that materially and adversely affects the value of Net Metering Credits for Buyer, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use reasonable efforts to conform such amendment to the original intent of this Agreement and to do so with reasonable promptness. If the Parties negotiating in good faith cannot agree to an amendment, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

ARTICLE VII REPRESENTATIONS, WARRANTIES, COVENANTS

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized, validly existing, and in good standing under the laws of Massachusetts.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

7.2 Forward Contract; Commodity Exchange Act; Bankruptcy Code. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are intended to be a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is acting as a "forward merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code.

7.3 Buyer represents and warrants to Seller that Buyer is not Host Customer for Net Metering Facilities with an aggregate capacity of more than 10 MW (AC) including the Facility in this Agreement.

7.4 Buyer and Seller Covenants regarding Net Metering

- (a) Buyer and Seller acknowledge that the Facility will be qualified as a Class III Net Metering Facility within the meaning of M.G.L. c. 164 and covenant that they shall not take any action that will cause the Facility to lose that qualification.
- (b) Buyer acknowledges that, pursuant to G.L. c. 164, § 139(f), as amended by St. 2010, c. 359, § 29, the maximum amount of generating capacity eligible for net metering by a municipality or other governmental entity is 10 MW (AC) as calculated by the Net

Metering Credit System of Assurance. Accordingly, Buyer covenants that, unless authorized by Applicable Law, it shall not Host Net Metering facilities including the Facility with an aggregate capacity of more than 10 MW (AC) as calculated by the Net Metering Credit System of Assurance.

- (c) Buyer and Seller acknowledge that the Facility shall be qualified as a Net Metering Facility of a Municipality or Other Governmental Entity within the meaning of G.L. c. 164, § 138, as amended by St. 2010, c. 359, § 27, and shall not take any action that will cause the Facility to lose that qualification.

ARTICLE VIII TERMINATION; DEFAULT

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days of receipt of an invoice for such payment, and then again fails to make such payment within thirty (30) days after receipt of written notice stating that such payment is past due unless the unpaid amount is being disputed. Such written notice shall include a copy of the invoice to which the unpaid amount relates.
- (b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party promptly commences and proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved, despite using all commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same not to exceed an additional thirty (30) days.
- (c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.
- (d) The Party, or the person or entity that owns all or substantially all of the ownership interests of a Party:
 - i. is dissolved (other than pursuant to a consolidation, amalgamation, or merger
 - ii. except for assignments made pursuant to Section 10.2 (regarding financing), makes a general assignment, arrangement or composition with or for the benefit of its creditors; or

iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of 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 fourteen (14) days after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (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 all commercially reasonable efforts to promptly remedy the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, in the event a Force Majeure event continues for a consecutive period of one hundred and eighty (180) days or more, the performing Party may terminate this Agreement upon ten (10) days written notice without liability on account of such termination.

8.3 Termination for Default.

- (a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to any rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Net Metering Credits generated subsequent to such termination date.

ARTICLE IX REMEDIES; LIMITATION OF LIABILITY; WAIVER

9.1 Seller's Remedies. Subject to the limitations set forth in this Agreement, upon an Event of Default by Buyer for which Seller elects to terminate this Agreement, Seller shall sell all Net Metering Credits produced by the Facility to persons other than Buyer at fair market value,

and may recover from Buyer any loss in revenues resulting from such sales to the extent the sale price is less than the Price set forth in Exhibit B, which shall constitute Seller's sole and exclusive remedy on account of any and all Events of Default of Buyer. Buyer and, subject to the foregoing provisions of this Section 9.1, Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement.

9.2 Buyer's Remedies. Upon an Event of Default of Seller, Buyer may terminate this Agreement and/or pursue any and all remedies available to Buyer under this Agreement, at law and in equity.

9.3 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES SOUGHT FROM A PARTY BY ANY THIRD PARTY AND FOR WHICH SUCH PARTY SEEKS CONTRIBUTION OR INDEMNIFICATION FROM THE OTHER PARTY, BUT ONLY TO THE EXTENT OF THE DAMAGES SOUGHT BY SUCH THIRD PARTY.

9.4 Waivers.

(a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced. Consent or approval of Seller or Buyer to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of Seller or Buyer to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Except as otherwise expressly provided in this Agreement, any right or remedy of Seller or Buyer herein specified or any other right or remedy that Seller or Buyer may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of

them, whether exercised or not, shall be deemed to be in exclusion of any other.

- (b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

- 10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller no less creditworthy than Seller, provided it first cures any and all Events of Default of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. It shall not be unreasonable for a Party to condition its consent to any assignment, sale or transfer on the curing of all Events of Default of the assigning Party. For purposes of this Section 10.1, the sale of all or substantially all of the assets of Seller or Buyer shall constitute an assignment hereunder, but a merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, shall not constitute an assignment hereunder provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement. Notwithstanding the foregoing, except for an assignment made for collateral purposes only, in the event of any assignment of this Agreement by Seller with or without consent of Buyer, Seller shall be deemed to have represented and warranted to Buyer that Seller has conducted a reasonable inquiry of the assignee's financial ability, experience, and qualifications, and that the assignee has, as of the date of the assignment, and is reasonably anticipated to continue to have the financial ability, experience and qualifications to fulfill all obligations of Seller under the Agreement. Seller shall not be relieved of any liability under this Agreement in the event of any collateral assignments or assignments not made in strict compliance with this Section 10.1, nor for any Events of Default of Seller occurring before the date of such assignment. For avoidance of doubt, Buyer's allocation of Net Metering Credits purchased by Buyer hereunder to one or more Municipalities or Other Governmental Entities shall not constitute an assignment, sale or transfer subject to the provisions of this Section 10.1.

10.2 Collateral Assignment; Financing Provisions:

- (a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees, subject to the other terms

of this Agreement, as follows:

(i) Consent to Collateral Assignment. Buyer hereby consents to Seller's financing of the installation of the Facility through the sale of the Facility to a Lender and the collateral assignment to the financing of the Seller's right, title and interest in and to this Agreement.

(ii) Rights of Lender. Lender shall have the following rights:

(A) Step-In Rights. The Lender, if and as owner of the Facility, or if and as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller in accordance with the terms of this Agreement, any and all rights and remedies of Seller under this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility, provided that, as between Buyer and Lender, the exercise of such rights shall be subject to the terms of this Agreement;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement or is otherwise deemed to have assumed the obligation) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Lender shall cure or cause to be cured any Events of Default of Seller under this Agreement no later than the date of such sale.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender, in advance, a copy of the written notice, delivered to Seller, to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if

longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender promptly commences and with all diligence continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period in accordance with and subject to the provisions of this Agreement.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees, subject to the other terms of this Agreement, to execute any consents to assignment or acknowledgements as may be reasonably requested by Seller and/or Lender in connection with the financing or sale of the Facility. Seller shall pay all attorneys' fees incurred by Buyer in reviewing and negotiating any such documents, provided that if Buyer expects that such fees will exceed \$2,500 per document, it shall notify Seller of that expectation, and Seller may decide to proceed with the negotiation and pay all attorneys' fees incurred by Buyer in such negotiation, or withdraw its request.

ARTICLE XI DISPUTE RESOLUTION

11.1 Dispute Resolution. The Parties agree to use reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement, provided that nothing in this Article shall prohibit or restrict any right of a Party to terminate this Agreement or to pursue equitable relief for any perceived irreparable harm.

(a) Negotiation. Upon written request of a Party delivered during the Term to engage in dispute resolution, any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the chief executive of Seller and the chief executive of Buyer, which executives shall use reasonable efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the

nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

- (b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations and the dispute involves an amount of alleged damages in excess of \$25,000, the Parties involved in the dispute agree to submit the dispute to non-binding mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral, qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the "AAA") to appoint a neutral, qualified mediator. The period during which mediation must occur 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 involved in the dispute. Unless otherwise agreed in writing by the Parties, the mediation shall not exceed a single, 7-hour business day. 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.
- (c) Survival of Dispute Resolution Provisions. The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

ARTICLE XII MISCELLANEOUS

- 12.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon return e-mail confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the following addresses:

If to Seller:

Attn: Jonathan Abe
Sunwealth
28 Dane Street
Somerville, MA 02143
Phone: (857) 205-9044
Email: jon@sunwealth.com

If to Buyer:

Attn: Mayor James J. Fiorentini
City of Haverhill
Summer Street, Room 100
Haverhill, MA 01830
Phone: (978) 374-2300
Email: mayor @cityofhaverhill.com

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

- 12.2 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be submitted to dispute resolution under Section 11. Failing any agreement following such process, any Party adversely affected by the determination of unenforceability may terminate this Agreement.
- 12.3 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. Any litigation arising under this Agreement shall be brought solely in the state courts located in the County in which Buyer maintains its principal address, each Party hereby waiving all objections to forum and venue.
- 12.4 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 12.5 Press Releases. The Parties shall reasonably cooperate with each other when making press releases related to the execution and existence of this Agreement, or to the sale or purchase of Net Metering Credits. Any good faith failure of a Party to comply with this provision shall not constitute an Event of Default.
- 12.6 No Joint Venture. 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 Seller and

Buyer hereunder are individual and neither collective nor joint in nature.

12.7 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

12.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.9 Further Assurances. From time to time and at any time at and after the execution of this Agreement, subject to the other terms of this Agreement, each Party shall in good faith negotiate such documents and assurances reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10, provided that Seller shall pay all attorneys' fees incurred by Buyer in reviewing and negotiating any documents or assurances requested by Seller, provided that if Buyer expects that such fees will exceed \$2,500 per document, it shall notify Seller of that expectation, and Seller may decide to proceed with the negotiation and pay all attorneys' fees incurred by Buyer in such negotiation, or withdraw its request.

12.10 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.

12.11 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, other than expressly set forth herein.

12.12 Survival of Indemnification Obligations. All provisions requiring Seller to indemnify the Buyer shall survive the expiration or earlier termination of this Agreement.

12.13 Access to Records. Upon request of Buyer, Seller will make all books, accounts, data, records, reports, files and other papers relating to the metering and billing of the Quantity under this Agreement available at all reasonable times for inspection, review and audit by the Buyer, its legal counsel, or other authorized representative.

12.14 Additional Terms Regarding Buyer's Obligations. Notwithstanding anything to the contrary in this Agreement:

(a) Buyer shall not be required to execute documents or instruments subsequent to the execution of the Agreement that will increase Buyer's risks or obligations under the Agreement, or

result in the waiver of any of Buyer's rights, defenses, or remedies under the Agreement or at law or in equity, or require Buyer to give or cause any third party to give a legal opinion or require Buyer to make a statement of fact of which requires investigation by Buyer, or of which Buyer has no actual knowledge.

(b) To the extent Buyer is obligated by any provision of this Agreement to negotiate any document or instrument with, or at the request of, Seller or any Lender, or to take any actions in connection with Seller's efforts to secure financing for the Facility, Seller shall promptly reimburse Buyer for all attorneys' fees incurred by Buyer in reviewing and negotiating any such document or instrument irrespective of whether the Parties reach agreement on the same.

(c) Any requirement that Buyer cooperate or assist Seller shall not require Buyer to interfere with or influence the independent regulatory, licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Buyer.

(d) The Agreement shall be subject to Applicable Law.

(e) Buyer does not waive any of the rights, remedies, defenses and immunities afforded Buyer, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Buyer hereby reserves.

12.15 M.G.L. c. 62C, § 49A Certification. Seller hereby certifies under penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, all as stated under M.G.L. c. 62C, §49A.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the Effective Date.

BUYER

Name: James J. Fiorentini
Title: Mayor
City of Haverhill

By: _____

SELLER

Name: Jonathan Abe
Title: CEO
Sunwealth Power LLC

By: _____

Glossary of Terms

“Affiliate” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“Applicable Law” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, tariff, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Facility, as well as the selling and purchasing of Net Metering Credits therefrom.

“Business Day” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Class III Net Metering Facility” has the meaning set forth in 220 CMR 18.02.

“Commercial Operations” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law for the installation and operation of the Facility, (ii) the Facility is ready and able to generate and supply electricity to the LDC’s electricity distribution system, (iii) all related facilities and rights, if any, have been completed or obtained to allow regular operation of the Facility, (iv) the LDC has approved interconnection with the electricity distribution system to allow regular operation of the Facility; and (v) the Facility has been qualified as a Net Metering Facility of a Municipality or Other Governmental Entity.

“Commercial Operations Date” means the date on which the Facility achieves Commercial Operations.

“Commercial Operations Deadline” has the meaning set forth in Section 2.2(a).

“Energy” means the amount of electricity generated over a period of time by the Facility, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“Environmental Attribute” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Metering Credits.

“Facility” means the solar (PV) power electrical generation facility to be constructed owned, operated and maintained by Seller, together with all appurtenant facilities required to interconnect the Facility to the LDC electric distribution system. The location of the Facility shall be determined by Seller prior to commencement of construction, unless the location is identified in this Agreement.

“Force Majeure” means any cause not within the reasonable control and occurring without the fault of the affected Party that precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Economic hardship of either Party or the ordinary fluctuations in sunlight shall not constitute an event of *Force Majeure*.

“Governmental Authority” means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, and the LDC.

“Governmental Charges” means all applicable federal, state and local taxes , governmental charges, minimum reliability contribution charge, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Net Metering Credits.

“Host Customer” has the meaning set forth in 220 CMR 18.02.

“Interconnection Agreement” means the interconnection agreement entered into by Seller and the LDC for the Facility, which (i) authorizes the Facility to interconnect with the local electric distribution system, (ii) confirms that the Facility is qualified as a Net Metering Facility, and (iii) specifies (directly or by reference to the “Schedule Z”) the manner in which Net Metering Credits shall be allocated.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty five (365) days and the actual number of days for which such interest is due.

“LDC” means the local electric distribution company.

“Lender” means the entity or person(s) providing financing to Seller in connection with the Facility, including any lessor. A Lender shall not include Seller’s trade creditors.

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

“Meter” means the meter furnished and installed by the LDC for the purpose of measuring the electricity delivered by the LDC to the Facility, the Energy, and the Net Metering Credits delivered to Buyer by the LDC.

“Net Metering Credits” means the monetary value of the excess electricity generated by a net metering facility, as currently stated as of the Effective Date under “Net Metering Credits” in the Tariff, and is calculated as of the Effective Date by the LDC according to 220 C.M.R. 18:04 and the Tariff §1.06, and excluding, for the avoidance of doubt, any Tax Attributes and Environmental Attributes.

“Net Metering” means the process of measuring the difference between electricity delivered by a LDC and electricity generated by a net metering facility and fed back to the LDC, as set forth as of the Effective Date under the Net Metering Regulations.

“Net Metering Regulations” means, as of the Effective Date, M.G.L. c. 164, §§138 – 140 and 220 C.M.R. §18.00, as they may be amended from time to time.

“Renewable Energy Certificate” or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Metering Credits.

“Tariff” means the LDC tariff for interconnection for distributed generation and net metering services, as approved by the Massachusetts Department of Public Utilities, together with any subsequent amendments and approvals thereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Net Metering Credits.

EXHIBIT A
SOLAR FACILITY DESCRIPTION

EXHIBIT B

PRICE

Net Metering Credit Price. For the term of the Agreement, the Seller shall deliver Net Metering Credits associated with the 100% generation of the Solar Facility and the Buyer shall pay the Seller 20% less than the Net Metering Credits delivered by the LDC. The price of the Net Metering Credit shall not drop below \$0.10 per kWh based on the Energy generated and measured at the LCD meter to create the Net Metering Credits (floor price).

EXHIBIT C

BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS

%	Account Number	Associated Facility Name

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

512

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

July 6, 2017

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

RE: Power Purchase Agreement with ECOS Energy and the City of Haverhill

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

Attached please find a letter of recommendation from the City of Haverhill's Energy Advisor, Orlando Pacheco, and a contract for a Power Purchase Agreement between Spencer Meadows Solar LLC, a subsidiary of ECOS Energy and the City of Haverhill.

The credits will be applied towards the City's Wastewater Treatment Plant on S. Porter Street.

I recommend approval.

Very truly yours,

James J. Fiorentini (dms)

James J. Fiorentini
Mayor

JJF/lyf



Haverhill

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

July 5, 2017

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

Dear Mayor:

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

The Agreement calls for the City to purchase Net Metering Credits (NMC) for 30% below the National Grid price of power for 20 years.

The credits will be applied towards the City's Wastewater Treatment Plant on South Porter Street. This is the last remaining Power Purchase Agreement the City will need to do in this load zone to meet the usage needs of this account.

The agreement is for approximately 1.2 million KWH and will decline as the panels degrade and produce less power. The documents have been reviewed by our outside solar counsel.

Sincerely,

Orlando Pacheco
Energy Advisor

NET METERING CREDIT PURCHASE AND SALE AGREEMENT

This Net Metering Credit Purchase and Sale Agreement (“**Agreement**”) is entered into as of June 10th, 2017 (the “**Effective Date**”) and is by and between Spencer Meadows Solar LLC, a Massachusetts limited liability company having an address of 14 Wall Street, 20th Floor, NY, NY 10005 (“**Seller**”), and the **City of Haverhill**, a public entity of the Commonwealth of Massachusetts (“**Buyer**”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is in the business of developing and financing solar (PV) electric generation facilities; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, Net Metering Credits associated with the Energy generated by the Facility as described in Exhibit A subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLES I DEFINITIONS

When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, unless a different meaning is expressed or clearly indicated by the context. Words used in the body of the Agreement and capitalized shall be as defined in the Glossary of Terms, but 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.

ARTICLE II TERM

2.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date, and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the Commercial Operations Date (the “**Termination Date**”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. This Agreement may be terminated prior to the Termination Date (the “**Early Termination Date**”):

(a) by Buyer if Seller has not entered into an interconnection agreement with the LDC

- for the Facility within six (6) months of the Effective Date, or the Facility has not achieved Commercial Operations within twelve (12) months of the Effective Date (the "Commercial Operations Deadline");
- (b) by Seller at any time prior to the commencement of construction, upon thirty (30) days' notice to Buyer, in the event that Seller, in its sole discretion, abandons development of the Facility, provided that if Seller terminates this Agreement under this provision, it shall forthwith pay to Buyer \$10,000 in liquidated damages, it being acknowledged and agreed that such amount is believed to be a fair measure of the monetary damages that would be sustained by Buyer by such termination;
 - (c) by either Party in accordance with any provision of this Agreement expressly allowing a right of termination;
 - (d) by either Party in accordance with Section 8.2 (relating to termination as a consequence of Force Majeure); and
 - (e) by Buyer if the Facility, by act or omission of Seller, during the Term is disqualified as a Net Metering Facility of a Municipality or Other Governmental Entity as defined in 220 CMR 18.00.

Unless otherwise specified in this Agreement (including with respect to Section 9.1), upon early termination of this Agreement in accordance with this Section 2.2, neither Party shall be liable to the other Party except for liabilities that arose prior to the Early Termination Date.

ARTICLE III

TITLE; FACILITY OPERATION; METER

3.1 Title.

- (a) Buyer shall have no right, title or interest in or to the Facility, the Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, Buyer shall, at Seller's cost (unless caused by an act of Buyer), exercise reasonable efforts to assign the same to Seller and if Buyer receives any payments regarding the above, it shall promptly transfer them to Seller. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, and notwithstanding anything to the contrary in this Agreement, title to, and risk of loss of, the Net Metering Credits generated by the Facility will pass from Seller to Buyer upon the LDC's allocation of the Net Metering Credits to Buyer's customer account(s) listed on the Schedule Z for the Facility filed with the LDC, as reflected in the invoices received by Buyer from the LDC.

- 3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall, promptly after the Facility commences Commercial Operations, notify Buyer in writing of the Commercial Operation Date.
- 3.3 Meter; Interconnection. Seller shall enter into and comply with an Interconnection Agreement with the LDC for the Facility.
- 3.4 Development of Facility; Costs and Indemnification. As between Buyer and Seller, Seller shall be solely responsible for the permitting, financing, installation, interconnection, operation, maintenance, repair and removal of the Facility and for all costs and expenses relating thereto (the "Development"). In addition, Seller shall undertake and complete the Development in accordance with Applicable Law and prudent construction and solar photovoltaic industry practices, and shall design and install the Facility such that it will qualify for the LDC's G-1 "small commercial" rate. In addition to all other rights and remedies available to Buyer, Seller shall indemnify, defend and save harmless Buyer from all Losses arising out of the Development.

ARTICLE IV

PURCHASE AND SALE OF NET METERING CREDITS AND POWER

4.1 Purchase and Sale of Net Metering Credits.

- (a) Seller shall establish a Municipality or Other Governmental Entity (not Buyer) to serve as "Host Customer" (as that term is defined by the Net Metering Regulations and related Guidelines) for the Facility with the LDC. Seller shall be responsible to perform or to cause the Host Customer to perform all obligations imposed on the Host Customer by the LDC for the Facility. Buyer shall not be responsible to pay any charges or fees imposed by the LDC upon Host Customer for the Facility.
- (b) Commencing on the Commercial Operations Date and continuing throughout the Term, Seller agrees to transfer or cause Host Customer to transfer to Buyer (free and clear of any liens, claims or other encumbrances) the percentage of all Electricity credited to the Host Customer Account set forth on Schedule 2 attached hereto corresponding to the applicable year (the "User's Percentage"), as measured on a billing cycle basis (as such billing cycle is established by the LDC with regard to the Host Customer Account) (the "Billing Cycle"), which will be invoiced in accordance with Section 5.1 of this Agreement, and Buyer agrees to accept from Seller User's Percentage of all Energy credited to the Host Customer Account. The projected output shown in the Exhibit E are approximate estimates of the output available to be sold by Seller, however, the actual output may vary. Buyer shall be responsible for compensating the Seller for any Net Metering Credits exceeding the estimated quantities shown in the Exhibit E, except that the User's Percentage shall not exceed the equivalent of more than 1,500,000 kWh in any calendar year.

- (c) For the allocation of Net Metering Credits in excess of the User's Percentage, Seller agrees to designate only the accounts of other eligible "Municipalities or Other Governmental Entities," as such term is defined in 200 CMR 18; provided that Seller may sell any such excess Net Metering Credits to any third party if permitted to do so under the Net Metering Regulations in effect at the time of such sale without resulting in a reduction in the value of Net Metering Credits to Buyer. In no event shall Buyer be required to enter into any agreement or other arrangement with the Host Customer or any purchaser or transferee of any such excess Net Metering Credits. In addition to all other rights and remedies available to Buyer, Seller shall indemnify, defend and save harmless Buyer from all Losses arising out of Seller's allocation of such excess Net Metering Credits.

4.2 Price. Buyer shall pay an amount to Seller for the User's Percentage according to Exhibit B, attached hereto and incorporated herein (the "Price").

4.3 Delivery.

- (a) To deliver the Net Metering Credits to Buyer, Seller shall, with the reasonable cooperation of Buyer, request (through completion of a "Schedule Z", or such other process as may be established by the Tariff) that the LDC allocate the User's Percentage purchased by Buyer to Buyer's customer account(s) with the LDC, which accounts shall be established in accordance with Buyer's direction. Buyer's allocation destination information is further detailed in Exhibit C, attached hereto and incorporated herein, or if nothing is contained in said exhibit, shall be provided by Buyer within a reasonable period of time following Seller's request. Seller shall provide reasonable assistance to Buyer in designating Buyer's accounts for allocation of Net Metering Credits.
- (b) Buyer understands that the Net Metering Credits delivered to Buyer's LDC account in any particular month will be reflected on Buyer's invoice from the LDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer's monthly LDC invoice according to the LDC's billing cycle, which may be approximately one (1) month after the Energy associated with the Net Metering Credits is generated by the Facility. Notwithstanding anything to the contrary in this Agreement, but subject to Section 6.2(b) (Change in Law) as to changes in value of Net Metering Credits as a result of changes in law, Buyer shall not be responsible to pay for Net Metering Credits which, through no fault of Buyer, are not allocated by the LDC to Buyer's LDC accounts listed on the Schedule Z.

4.3 Governmental Charges.

- (a) Seller is responsible for local, state and federal income taxes incurred by Seller for income received under this Agreement.

- (b) Seller is responsible for the payment of all real and personal property taxes, or payments in lieu thereof, that may be assessed by the Town of Spencer.
- (c) Buyer shall pay directly or reimburse Seller on an after-tax basis for all sales and use taxes that may be imposed on Seller by any Governmental Authority on the sale of Net Metering Credits. Buyer shall provide Seller with Buyer's applicable tax exemption documentation as may be necessary to qualify for a permitted exemption from Governmental Charges and to make sales of Net Metering Credits hereunder exempt from sales and use taxes.
- (d) Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party for whom such exemption applies shall, within a reasonable time following the other Party's written request therefore, provide the requesting Party with all available documentation within such other Party's possession to evidence such exemption or exclusion.

ARTICLE V PAYMENT

5.1 Payment.

- (a) Beginning with the second month in which the Facility has achieved Commercial Operations, Seller shall provide Buyer with an invoice for the User's Percentage produced by the Facility during the preceding month (the "***Invoice***"). The Parties shall resolve any invoice disputes or discrepancies according to Section 5.3 (Invoice Disputes).
- (b) Prior to the Commercial Operations Date, the Buyer and Seller shall take all reasonable actions necessary to allow Seller to access, for the Term, Buyer's monthly LDC statements and account information for purposes of fulfilling Seller's obligations under this Agreement.
- (c) Buyer will remit payment of the amount of each Invoice to Seller or its designee by check or electronic funds transfer (or other means agreeable to both Parties) to the account designated by Seller within thirty (30) days following Buyer's receipt of each such Invoice. Any payment due and owing to Seller but not made to Seller within thirty (30) days of the Buyer's receipt of an Invoice shall bear interest from the date on which such payment was required to have been made, through and including the date such payment is actually received by Seller. Such interest shall accrue at an annual rate equal to the Interest Rate.

5.2 Records and Audits.

- (a) Seller shall regularly (no less than annually) audit the LDCs allocation of Net Metering Credits to Buyer's LDC account(s) and will exercise all reasonable efforts to work with the LDC on Buyer's behalf to correct or adjust any discrepancy.
- (b) Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the LDC.
- (c) Unless a longer period is required by any Governmental Authority, each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours.

5.3 Invoice Disputes. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall promptly notify the other Party of the basis for the dispute, and pay the undisputed portion of the invoice to which such amount relates no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate per annum at the option of the overpaying party. The Parties shall only be entitled to dispute an amount owed or paid within twelve (12) calendar months from the date of receipt of the invoice to which the amount relates, except that if any dispute or discrepancy was not reasonably discernible to Buyer from the face of an Invoice, Buyer shall have twelve (12) months from the date it learns of such dispute or discrepancy to dispute the Invoice. If the Parties are unable to resolve a payment dispute under this Section 5.3, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).

ARTICLE VI NET METERING

6.1 Net Metering Qualification. Seller shall use its best efforts, with the reasonable cooperation of Buyer (at the Seller's expense), to maintain, and shall do nothing that will cause the loss of, the Facility's qualification (i) under the Net Metering Credit Cap for National Grid Public Projects as defined at the date of execution of this agreement and (ii) as a metered connection to the LDC qualifying for Net Metering as a Class III Net Metering Facility under Section

18.04(4) of 220 CMR 18.00. Seller represents and warrants that, as of the Effective Date, the Facility so qualifies.

6.2 Change in Law.

(a) Upon a change in Applicable Law, including but not limited to the implementation by a Governmental Authority of any rule or regulation, or the administration or interpretation thereof by the Massachusetts Department of Public Utilities or the LDC, that materially restricts Seller's ability to deliver electricity to the LDC or Net Metering Credits to the Buyer, or results in the cancellation of net metering for the Facility, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use reasonable efforts to conform such amendment to the original intent of this Agreement and to do so with reasonable promptness. If the Parties negotiating in good faith cannot agree to an amendment, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

(b) Notwithstanding the forgoing, upon a change in Applicable Law after the Effective Date, including but not limited to the implementation by a Governmental Authority of any rule or regulation, or the administration or interpretation thereof by the Massachusetts Department of Public Utilities or the LDC, that increases or decreases the monetary value of the Net Metering Credits, the Parties shall be obligated to continue to perform under the terms of Agreement as they exist at the time of any such change.

ARTICLE VII REPRESENTATIONS, WARRANTIES, COVENANTS

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized (or otherwise qualified to do business in Massachusetts), validly existing, and in good standing under the laws of Massachusetts.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

7.2 Forward Contract; Commodity Exchange Act; Bankruptcy Code. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are intended to be a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is acting as a "forward merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code.

7.3 Buyer represents and warrants to Seller that Buyer is not Host Customer (as such term is defined in the Net Metering Regulations as of the Effective Date) for Net Metering Facilities with an aggregate capacity of more than 10 MW (AC) including the Facility in this Agreement.

7.4 Buyer and Seller Covenants regarding Net Metering

- (a) Buyer and Seller acknowledge that the Facility will be qualified as a Class III Net Metering Facility within the meaning of M.G.L. c. 164 and covenant that they shall not take any action that will cause the Facility to lose that qualification.
- (b) Buyer acknowledges that, pursuant to G.L. c. 164, § 139(f), as amended by St. 2010, c. 359, § 29, the maximum amount of generating capacity eligible for net metering by a municipality or other governmental entity is 10 MW (AC) as calculated by the Net Metering Credit System of Assurance. Accordingly, Buyer covenants that, unless authorized by Applicable Law, it shall not Host Net Metering facilities including the Facility with an aggregate capacity of more than 10 MW (AC) as calculated by the Net Metering Credit System of Assurance.
- (c) Buyer and Seller acknowledge that the Facility shall be qualified as a Net Metering Facility of a Municipality or Other Governmental Entity within the meaning of G.L. c. 164, § 138, as amended by St. 2010, c. 359, § 27, and shall not take any action that will cause the Facility to lose that qualification.

7.5 Value of Net Metering Credits. Buyer acknowledges and agrees that Seller has not made and does not make any representations or warranties as to the value of the Net Metering Credits delivered pursuant to this Agreement, or any savings that Buyer may realize in connection with this Agreement.

ARTICLE VIII TERMINATION; DEFAULT

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days of receipt of an invoice for such payment, and then again fails to make such payment within thirty (30) days after receipt of written notice stating that such payment is past due unless the unpaid amount is being disputed. Such written notice shall include a copy of the invoice to which the unpaid amount relates.
- (b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party promptly commences

and proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved, despite using all commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same not to exceed an additional thirty (30) days.

(c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.

(d) The Party:

- i. is dissolved (other than pursuant to a consolidation, amalgamation, or merger
- ii. except for assignments made pursuant to Section 10.2 (regarding financing), makes a general assignment, arrangement or composition with or for the benefit of its creditors; or
- iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of 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 fourteen (14) days after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (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 all commercially reasonable efforts to promptly remedy the cause or causes preventing it from carrying out its obligations. Notwithstanding the foregoing, in the event a Force Majeure event continues for a consecutive period of one hundred and eighty (180) days or more, the performing Party may terminate this Agreement upon ten (10) days written notice without liability on account of such termination.

8.3 Termination for Default.

- (a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to any rights to cure under Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Net Metering Credits generated subsequent to such termination date.

ARTICLE IX REMEDIES; LIMITATION OF LIABILITY; WAIVER

- 9.1 Seller's Remedies. Subject to the limitations set forth in this Agreement, upon an Event of Default by Buyer for which Seller elects to terminate this Agreement, Seller shall use its best efforts to sell the User's Percentage to persons other than Buyer at fair market value, and may recover from Buyer any loss resulting from such sales to the extent the sale price is less than the Price set forth in Exhibit B equal to the difference between such sale price and the Price, including any reasonable brokerage costs incurred by Seller in connection with such sales, which shall constitute Seller's sole and exclusive remedy on account of any and all Events of Default of Buyer. If Seller, despite the exercise of all reasonable efforts with the reasonable cooperation of Buyer, is unable to sell to any such third party within 12 months after the termination, upon reasonable demonstration of such efforts and inability, Buyer shall pay the amounts set forth in Schedule 1 attached hereto, pro rated as necessary, which shall constitute Seller's sole and exclusive remedy on account of any and all Events of Default of Buyer, provided that if Buyer is required to pay and does pay such amounts, it shall receive all Net Metering Credits corresponding thereto in accordance with the provisions of this Agreement pertaining to the allocation of such credits to Buyer's Schedule Z account, which provisions shall survive the termination of this Agreement for so long as such Net Metering Credits are being so allocated.
- 9.2 Buyer and, subject to the foregoing provisions of Section 9.1, Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement.
- 9.3 Buyer's Remedies. Upon an Event of Default of Seller, Buyer may terminate this Agreement and/or pursue any and all remedies available to Buyer under this Agreement, at law and in equity.
- 9.4 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING

FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES SOUGHT FROM A PARTY BY ANY THIRD PARTY AND FOR WHICH SUCH PARTY SEEKS CONTRIBUTION OR INDEMNIFICATION FROM THE OTHER PARTY, BUT ONLY TO THE EXTENT OF THE DAMAGES SOUGHT BY SUCH THIRD PARTY.

9.5 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced. Consent or approval of Seller or Buyer to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of Seller or Buyer to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Except as otherwise expressly provided in this Agreement, any right or remedy of Seller or Buyer herein specified or any other right or remedy that Seller or Buyer may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.
- (b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

- 10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller no less creditworthy than Seller, provided it

first cures any and all Events of Default of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. It shall not be unreasonable for a Party to condition its consent to any assignment, sale or transfer on the curing of all Events of Default of the assigning Party or the approval of a Lender if required pursuant to applicable financing documents, provided that such approval is not unreasonably withheld, conditioned, or delayed and it shall not be unreasonable for the Lender to withhold consent if the proposed assignee does not satisfy such Lender's internal requirements with respect to "know-your-customer" rules, anti-money laundering and other legal and regulatory compliance policies and procedures, or it's then applicable credit policies, in each case as consistently applied by Lender. For purposes of this Section 10.1, the sale of all or substantially all of the assets of Seller or Buyer shall constitute an assignment hereunder, but a merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any other change in control of Seller or Buyer, shall not constitute an assignment hereunder provided any such surviving entity assumes all obligations of Seller or Buyer, as appropriate, under this Agreement. Notwithstanding the foregoing, except for an assignment made for collateral purposes only, in the event of any assignment of this Agreement by Seller with or without consent of Buyer, Seller shall be deemed to have represented and warranted to Buyer that Seller has conducted a reasonable inquiry of the assignee's financial ability, experience, and qualifications, and that the assignee has, as of the date of the assignment, and is reasonably anticipated to continue to have the financial ability, experience and qualifications to fulfill all obligations of Seller under the Agreement. Seller shall not be relieved of any liability under this Agreement in the event of any collateral assignments or assignments not made in strict compliance with this Section 10.1, nor for any Events of Default of Seller occurring before the date of such assignment. For avoidance of doubt, Buyer's allocation of Net Metering Credits to one or more Municipalities or Other Governmental Entities or, if permitted by the Net Metering Rules, to another third party, shall not constitute an assignment, sale or transfer subject to the provisions of this Section 10.1, provided that such a transfer shall not relieve Buyer of its obligation hereunder to pay for such Net Metering Credits.

10.2 Collateral Assignment; Financing Provisions:

(a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees, subject to the other terms of this Agreement, as follows:

- (i) Consent to Collateral Assignment. Buyer hereby consents to Seller's financing of the installation of the Facility through the collateral assignment to the financing of the Seller's right, title and interest in and to this Agreement.
- (ii) Rights of Lender. Lender shall have the following rights:

(A) Step-In Rights. The Lender, if and as owner of the Facility, or if and as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller in accordance with the terms of this Agreement, any and all rights and remedies of Seller under this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility, provided that, as between Buyer and Lender, the exercise of such rights shall be subject to the terms of this Agreement;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests under this Agreement or is otherwise deemed to have assumed the obligation) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Lender shall cure or cause to be cured any Events of Default of Seller under this Agreement no later than the date of such sale.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender, in advance, a copy of the written notice, delivered to Seller, to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days with respect to payment defaults and ninety (90) days with respect to all other defaults after the later of the expiration of the cure periods provided to Seller in this Agreement and delivery of a copy of written notice of such default to Lender as set forth above; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender promptly commences and with all diligence continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period in accordance with and subject to the provisions of this Agreement.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of this Section 10.2.

(c) Consent to Assignment. Buyer agrees, subject to the other terms of this Agreement, to execute any consents to assignment or acknowledgements as may be reasonably requested by Seller and/or Lender in connection with the financing or sale of the Facility, which acknowledgments may, subject to Article 12.14, include confirmation of such Lender's rights under this Article 10, and certifications, to the extent true and correct and based on actual knowledge without inquiry, that (1) this Agreement is in full force and effect, (2) no modifications have been made, (3) no disputes or defaults exist, (4) no events have occurred that would, with the giving of notice or the passage of time, constitute a default under this Agreement, and (5) all amounts then due and owing have been paid. Seller shall pay all attorneys' fees incurred by Buyer in reviewing and negotiating any such documents, provided that if Buyer expects that such fees will exceed \$2,500 per document, it shall notify Seller of that expectation, and Seller may decide to proceed with the negotiation and pay all attorneys' fees incurred by Buyer in such negotiation, or withdraw its request.

ARTICLE XI DISPUTE RESOLUTION

11.1 Dispute Resolution. The Parties agree to use reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement, provided that nothing in this Article shall prohibit or restrict any right of a Party to terminate this Agreement pursuant to the terms hereof or to pursue equitable relief for any perceived irreparable harm.

(a) Negotiation. Upon written request of a Party delivered during the Term to engage in dispute resolution, any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between an individual with managerial authority with respect to Seller and an individual with managerial authority with respect to Buyer, which executives shall use reasonable efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute

arises, unless it is modified by written agreement of the Parties.

- (b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations and the dispute involves an amount of alleged damages in excess of \$25,000, the Parties involved in the dispute agree to submit the dispute to non-binding mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral, qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the "AAA") to appoint a neutral, qualified mediator. The period during which mediation must occur 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 involved in the dispute. Unless otherwise agreed in writing by the Parties, the mediation shall not exceed a single, 7-hour business day. 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.
- (c) Survival of Dispute Resolution Provisions. The provisions of this Section 11.1 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

ARTICLE XII MISCELLANEOUS

- 12.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon return e-mail confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the following addresses:

If to Seller:

Spencer Meadow Solar LLC
c/o Ecos Energy
222 S 9th St, Suite 1600
Minneapolis, MN 55402

With a courtesy copy to:

Allco Finance Limited
c/o Thomas Melone

77 Water Street
8th Floor
New York, NY 10005

If to Buyer:

Attn: Office of the Mayor
Address: 4 Summer Street
Haverhill, MA 01830
Email: mayor@cityofhaverhill.com

With a copy to:

Attn: City Solicitor
Address: 4 Summer Street
Haverhill, MA 01830

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

- 12.2 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be submitted to dispute resolution under Section 11.1. Failing any agreement following such process, any Party adversely affected by the determination of unenforceability may terminate this Agreement.
- 12.3 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. Any litigation arising under this Agreement shall be brought solely in the state courts located in the County in which Buyer maintains its principal address, each Party hereby waiving all objections to forum and venue.
- 12.4 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the

Parties relating to the subject matter hereof.

- 12.5 Press Releases. The Parties shall reasonably cooperate with each other when making press releases related to the execution and existence of this Agreement, or to the sale or purchase of Net Metering Credits. Any good faith failure of a Party to comply with this provision shall not constitute an Event of Default.
- 12.6 No Joint Venture. 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 Seller and Buyer hereunder are individual and neither collective nor joint in nature.
- 12.7 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- 12.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 12.9 Further Assurances. From time to time and at any time at and after the execution of this Agreement, subject to the other terms of this Agreement, each Party shall in good faith negotiate such documents and assurances reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.9, provided that Seller shall pay all attorneys' fees incurred by Buyer in reviewing and negotiating any documents or assurances requested by Seller, provided that if Buyer expects that such fees will exceed \$2,500 per document, it shall notify Seller of that expectation, and Seller may decide to proceed with the negotiation and pay all attorneys' fees incurred by Buyer in such negotiation, or withdraw its request.
- 12.10 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.
- 12.11 No Third-Party Beneficiaries. Except as set forth in Section 10.2(b), this Agreement is intended solely for the benefit of the Parties hereto, and nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, other than expressly set forth herein.
- 12.12 Survival of Indemnification Obligations. All provisions requiring Seller to indemnify the Buyer shall survive the expiration or earlier termination of this Agreement.
- 12.13 Access to Records. Upon request of Buyer, Seller will make all books, accounts, data,

records, reports, files and other papers relating to the metering and billing of the User's Percentage under this Agreement available at all reasonable times for inspection, review and audit by the Buyer, its legal counsel, or other authorized representative.

12.14 Additional Terms Regarding Buyer's Obligations. Notwithstanding anything to the contrary in this Agreement:

(a) Buyer shall not be required to execute documents or instruments subsequent to the execution of the Agreement that will increase Buyer's risks or obligations under the Agreement, or result in the waiver of any of Buyer's rights, defenses, or remedies under the Agreement or at law or in equity, or require Buyer to give or cause any third party to give a legal opinion or require Buyer to make a statement of fact of which requires investigation by Buyer, or of which Buyer has no actual knowledge.

(b) To the extent Buyer is obligated by any provision of this Agreement to negotiate any document or instrument with, or at the request of, Seller or any Lender, or to take any actions in connection with Seller's efforts to secure financing for the Facility, Seller shall promptly reimburse Buyer for all attorneys' fees incurred by Buyer in reviewing and negotiating any such document or instrument irrespective of whether the Parties reach agreement on the same.

(c) Any requirement that Buyer cooperate or assist Seller shall not require Buyer to interfere with or influence the independent regulatory, licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Buyer.

(d) The Agreement shall be subject to Applicable Law.

(e) Buyer does not waive any of the rights, remedies, defenses and immunities afforded Buyer, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Buyer hereby reserves.

12.15 M.G.L. c. 62C, § 49A Certification. Seller hereby certifies under penalties of perjury that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, all as stated under M.G.L. c. 62C, §49A.

12.16. Certain Municipal Matters.

(a) Buyer represents and warrants that it has fully complied with all procurement, public bidding and municipal contracting requirements under Applicable Law.

(b) Buyer covenants that, in the event any payment hereunder (including pursuant to Section 9.1) is or becomes subject to any necessary appropriation, Buyer shall use its best efforts to appropriate the funds necessary to satisfy such obligation.

(c) By executing this Agreement, Buyer represents that existing appropriations exist for the payment of electricity, which shall include all payments required hereunder during Buyer's

current fiscal year.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the Effective Date.

BUYER

Name: James J. Fiorentini
Title: Mayor

By: _____

SELLER

Spencer Meadows Solar LLC
Title: Vice President & General Counsel
Name: Michael Melone

By: _____

Glossary of Terms

“Affiliate” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“Applicable Law” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, tariff, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Facility, as well as the selling and purchasing of Net Metering Credits therefrom.

“Business Day” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Class III Net Metering Facility” has the meaning set forth in 220 CMR 18.02.

“Commercial Operations” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law for the installation and operation of the Facility, (ii) the Facility is ready and able to generate and supply electricity to the LDC’s electricity distribution system, (iii) all related facilities and rights, if any, have been completed or obtained to allow regular operation of the Facility, (iv) the LDC has approved interconnection with the electricity distribution system to allow regular operation of the Facility;

and (v) the Facility has been qualified as a Net Metering Facility of a Municipality or Other Governmental Entity.

“Commercial Operations Date” means the date on which the Facility achieves Commercial Operations.

“Commercial Operations Deadline” has the meaning set forth in Section 2.2(a).

“Energy” means the total amount of electricity generated over a period of time by the Facility, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”), as measured by the Meter.

“Environmental Attribute” means any credit, benefit, reduction, offset, financial incentive, rebate, emissions reductions, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) financial based incentives under any federal or state or local initiatives, (ii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iii) Solar Renewable Energy Credits, Renewable Energy Credits, or any similar credits under the laws of the Commonwealth of Massachusetts or any other jurisdiction, (iv) tax credits, incentives or depreciation allowances established under any federal or State law, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Electricity generated by the System during the Term. “Environmental Attributes” do not include Net Metering Credits, which shall be allocated and assigned to User and other governmental entities in accordance with the provisions of this Agreement, nor any credit, benefit, reduction, offset, financial incentive, rebate, emissions reductions, tax credit and other beneficial allowance that inures solely to User only because User is a governmental body or a Municipality or Other Governmental Entity as described under the Net Metering Rules.

“Facility” means the solar (PV) power electrical generation facility to be constructed owned, operated and maintained by Seller, together with all appurtenant facilities required to interconnect the Facility to the LDC electric distribution system. The location of the Facility shall be determined by Seller prior to commencement of construction, unless the location is identified in this Agreement.

“Force Majeure” means any cause not within the reasonable control and occurring without the fault of the affected Party that precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Economic hardship of either Party or the ordinary fluctuations in sunlight shall not constitute an event of *Force Majeure*.

“Governmental Authority” means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, and the LDC.

“Governmental Charges” means all applicable federal, state and local taxes , governmental charges, minimum reliability contribution charge, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Net Metering Credits.

“Host Customer” has the meaning set forth in 220 CMR 18.02.

“Host Customer Account” means the Host Customer’s net metering account with the LDC.

“Interconnection Agreement” means the interconnection agreement entered into by Seller and the LDC for the Facility, which (i) authorizes the Facility to interconnect with the local electric distribution system, (ii) confirms that the Facility is qualified as a Net Metering Facility, and (iii) specifies (directly or by reference to the “Schedule Z”) the manner in which Net Metering Credits shall be allocated.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty five (365) days and the actual number of days for which such interest is due.

“LDC” means the local electric distribution company.

“Lender” means the entity or person(s) providing financing to Seller in connection with the Facility, including any lessor. A Lender shall not include Seller’s trade creditors.

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

“Meter” means the meter furnished and installed by the LDC for the purpose of measuring the electricity delivered by the LDC to the Facility, the Energy, and the Net Metering Credits delivered to Buyer by the LDC.

“Net Metering Credits” means the monetary value of the excess electricity generated by a net metering facility, as currently stated as of the Effective Date under “Net Metering Credits” in the Tariff, and is calculated as of the Effective Date by the LDC according to 220 C.M.R. 18:04 and the Tariff §1.06, and excluding, for the avoidance of doubt, any Tax Attributes and Environmental Attributes.

“Net Metering” means the process of measuring the difference between electricity delivered by a LDC and electricity generated by a net metering facility and fed back to the LDC, as set forth as of the Effective Date under the Net Metering Regulations.

“Net Metering Regulations” means, as of the Effective Date, M.G.L. c. 164, §§138 – 140 and 220 C.M.R. §18.00, as they may be amended from time to time.

“Renewable Energy Certificate” or ***“REC”*** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Metering Credits.

“Tariff” means the LDC tariff for interconnection for distributed generation and net metering services, as approved by the Massachusetts Department of Public Utilities, together with any subsequent amendments and approvals thereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Net Metering Credits.

EXHIBIT A

SOLAR FACILITY DESCRIPTION

Name: Spencer Meadow Solar Project

Address: 144 Mechanic Street, Spencer, MA 05162

The final System Description shall be the final As-Built drawings to be provided after Commercial Operation Date.

General System Description:

1. System Size DC: 4,075.9 kW_DC at STC capacity
2. System Size AC: 3,000 kW_AC

Solar PV Panels:

1. Manufacturer: SolarWorld
2. Model Number: SW-340 XL Mono
3. Module Wattage: 340W
4. Panel Count: 11,988
5. Type: Monocrystalline 72 Cell Modules
6. Array tilt: 30 degrees from horizontal and oriented due south
7. Warranty Information: Free from defects in materials and workmanship for 10 years, 98% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

1. Manufacturer: Solectria
2. Model Number: PVI-36TL, PVI-28TL
3. Number and size to be installed: (81) 36 kW & (3) 28 kW
4. String size and Quantity: 18 panels per string with 666 total strings.
5. Warranty Information: 10 year warranty

Mounting System:

1. Manufacturer: RBI Solar
2. Model: Fixed Tilt Solar PV Racking System at 30 Degrees Tilt Angle
3. Type: Ground Mount System, with h-beam W6x8.5 driven pier foundations. Panels mounted 2 in portrait.
4. Warranty Information: 20 year warranty

Data Acquisition System (DAS): Manufacturer: Meteocontrol

EXHIBIT B

PRICE

Net Metering Credit Price.

The Price per Net Metering Credit, measured on a kilowatt-hour basis, shall be equal to (i) the monetary value of a Net Metering Credit generated by the Facility as calculated pursuant Net Metering Regulations, less thirty percent (30%) of such value (i.e., 30% discount), or (ii) if greater, nine (9) cents.

EXHIBIT C

BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS¹

EXHIBIT D
USER'S PERCENTAGE

Year	User's Percentage
1	22.729904%
2	22.341612%
3	21.951368%
4	21.559164%
5	21.164989%
6	20.768833%
7	20.370687%
8	19.970539%
9	19.568381%
10	19.164202%
11	18.757992%
12	18.349741%
13	17.939438%
14	17.527074%
15	17.112637%
16	16.696117%
17	16.277505%
18	15.856789%
19	15.433959%
20	15.009004%

EXHIBIT E
ANNUAL ESTIMATE OF QUANTITIES

Year	Estimated Annual Kilowatt Hours (kWh)
1	1,206,063
2	1,179,533
3	1,153,135
4	1,126,869
5	1,100,735
6	1,074,731
7	1,048,858
8	1,023,113
9	997,498
10	972,010
11	946,650
12	921,417
13	896,310
14	871,328
15	846,472
16	821,739
17	797,131
18	772,645
19	748,282
20	724,040

Hearing July 25
2017

Questions contact – Tim Williamson-508-935-1650

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

7.1

To the City Council of Haverhill Massachusetts

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

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

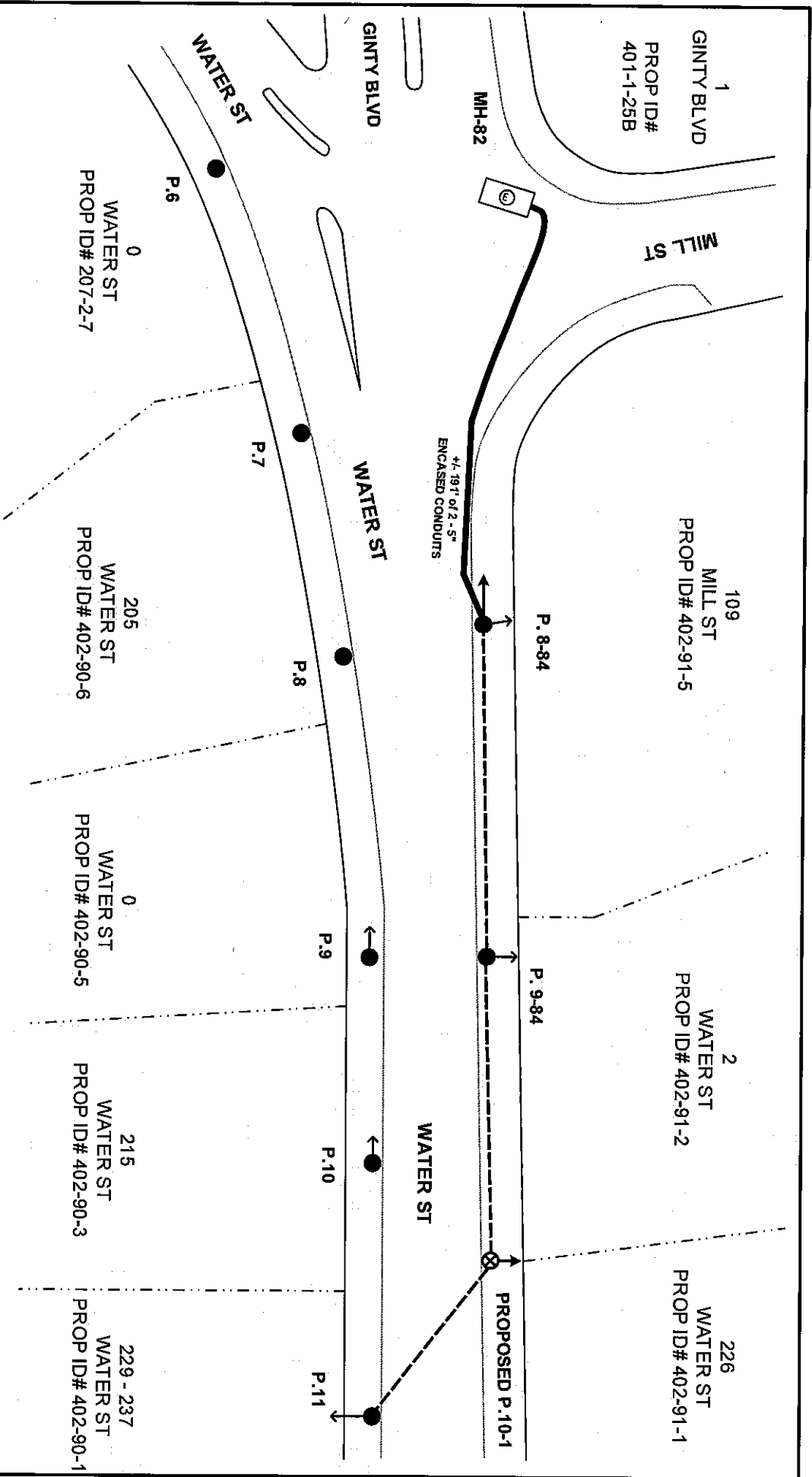
The following are the streets and highways referred to:

13397798-2 Water St- National grid to install +/- 191 feet pf 2-5" encased PVC Conduits from existing MH-82 to existing pole 8-84 along Water St near the intersection with Mill St. Also, installing 1 new SO pole 101-1 on Water St.

Location approximately as shown on plan attached

NATIONAL GRID
BY Chris Kooik
Engineering Department

Dated: June 2, 2017



Legend

- Existing Pole
- ⊗ Proposed SO Pole
- Existing Anchor & Guy
- Proposed Anchor & Guy
- Proposed Overhead Wires
- Ⓢ Existing Manhole
- Proposed Conduit



Not to Scale

nationalgrid

Water St at Mill St, Haverhill, MA, 01830

Sketch to accompany petition for the installation of conduit, poles, anchors, overhead wires, underground wires, and miscellaneous underground and overhead electric equipment along Water St and Mill St, Haverhill, MA, 01830.

WR# 13397798

05/31/2017

Drawn By:
Tim Williamson

Hearing July 25
2017

Questions contact – Stefanie Steeves-978-725-1159

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

7.2

To The City Council of Haverhill Massachusetts

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

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

The following are the streets and highways referred to:

23732147 Merrimac Road-National Grid proposes to install approximately 40 feet +/- #2 1-1c primary conductor in customer installed 2-3" duct bank along the public way from existing pole 10 in order to provide electric service to new homes located at 69A & B Merrimac Road Haverhill Massachusetts .

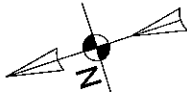
Location approximately as shown on plan attached

NATIONAL GRID
BY Chen R. Qian
Engineering Department

Dated: June 21, 2017

MAP 420 BLOCK 2 LOT 3
N/F SNOWSTATES, LLC
#79 MERRIMAC RD
BK 32911 PG 593
PL BK 439 PL 95

LOT 1-1H



MAP 420 BLOCK 2 LOT 1A
N/F STEPHEN SAHLAS
#71 MERRIMAC RD
BK 33443 PG 372
PL BK 439 PL 21

25KVA

BACK
LANE

LOT 1-1J

#75

#71

#45 MERRIMAC RD
N/F T.A. FARRAND
MAP 430 BLOCK 2 LOT 1-1A
BK 31278 PG 482
PL BK 423 PL 89

#67 MERRIMAC RD
N/F GREENE & CONANT

P.9

P.11

P.10

MERRIMAC RD

UNDERGROUND PETITION



POLE (EXISTING)



PROPOSED CONDUIT 2-3"

nationalgrid

Proposal for Nationalgrid to install approximately 40' +/- #2 1-1c primary conductor in customer installed 2-3" duct bank along the public way from existing Pole 10 in order to provide electric service to two new homes located at 69 A & B Merrimac Rd, Haverhill, MA.

DISTANCES ARE APPROXIMATE

Date: June 20, 2017

WORK REQUEST: 23732147

To The: City

Of Haverhill

For Proposed: conduit

Location: Merrimac Rd

Drawn By: S. Steeves

63 *Council Hearing July 11 (8) 2017*
SANDERS CURRIER REALTY TRUST

TO: Haverhill City Council

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

Owner – Sanders Currier Realty Trust

Trustee – Phil Rice

Mailing Address: PO Box 1626, Haverhill, MA 01831

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

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

Sincerely,


 Phil Rice

I waive the 65 day hearing requirement.

978-372-8734

IN CITY COUNCIL: May 2 2017

VOTED: that COUNCIL HEARING BE HELD JULY 11 2017

Attest:

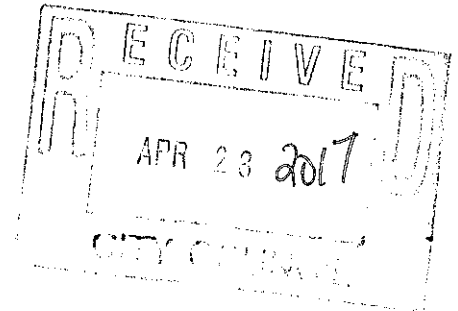
 City Clerk



MVRTA Advisory Board Officers
Mayor Daniel Rivera, Chair
Mr. David Van Dam, Vice Chair
Ms. Christine Lindberg, Secretary

Joseph J. Costanzo
Administrator

April 24, 2017



Mr. Philip Rice
Rice & Brouillard
37 Stevens Street
Haverhill, MA 01830-4819

Subject: Parking Spaces for 122 Washington Street, Haverhill

Dear Mr. Rice,

It is the understanding of this office that you are in the process of permitting four (4) residential units at the above address and must meet City zoning requirements for parking. You have expressed interest in leasing five (5) parking spaces in the MVRTA Intermodal Parking Facility on Granite Street.

This letter will serve, for the purpose of the permitting process, as a letter of intent by MVRTA to work with you to reach an agreement on a lease for these five parking spaces.

In order to begin the preparation of the lease, please keep this office advised of your development schedule.

Sincerely,

Joseph J. Costanzo
Administrator

JJC/pc

CC: City Council ✓
William Pillsbury



Haverhill

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

July 7 2017

To: City Councillors

From: City Clerk's Office

Re: Document 63: **Application**-Special Permit approval to build 4 residential units within the WD Zone (Waterfront District); on the upper 2 vacant floors of an existing building at 116-122 Washington st

Project Reference - Sanders Currier Realty
Trust/Trustee Phil Rice

Street Location - 116-122 Washington st; Map 310,
Block 1, Lot 14

***Public Hearing-Tuesday, July 11, 2017**

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



Haverhill

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

JULY 7, 2017

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

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

SUBJECT: 116-122 Washington Street Special permit- 4 market rate residential units over commercial unit(Lasting Room) on Washington Street

The role of the City Council under the waterfront zoning is to conduct a public hearing relative to the special permit. The proposed project represents an excellent development consistent with all of the goals of the city to revitalize the downtown. The redevelopment of the **current "LASTING ROOM" building** into a mixed-use market rate project is a strong positive indication of the private sector confidence in investing in Haverhill.

The city departments have reviewed the project and their reports are contained in your packages. No objections have been received. Parking for the project will be provided by a lease of spaces within the MVTRA Garage. The project if approved for a special permit by the city council must then be filed for site plan and permitting by the city departments.

Specifically, I recommend that the Council approve the special permit as proposed and further recommend that the city council approve a waiver from the affordability requirement in our current ordinance. The council may include in its approval any additional comments from the letters of the City departments; any additional comments/ conditions deemed necessary by the city council; and an umbrella condition that the project comply with all the requirements of zoning code 255-94.

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

RECOMMENDATION: Approve the special permit as submitted.



Haverhill


Economic Development and Planning

Conservation Department

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

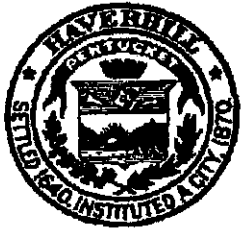
rmoore@cityofhaverhill.com

conservation@cityofhaverhill.com

MEMO TO: Linda L. Koutoulas, City Clerk
FROM: Robert E. Moore, Jr., Environmental Health Technician 
DATE: June 12, 2017
RE: Special Permit – Parcel ID: 310-1-14
Sanders Currier Realty Trust for #116-122 Washington Street

The Commission discussed the forwarded information relative to the subject application at its June 1st meeting. The building is located within the protected Outer Riparian Zone of the Merrimack River. However, the applicant proposes only interior renovations, with no changes to the building footprint. As such, the Commission did not find the need for formal permitting under its regulations.

The Conservation Commission offered no objection to the proposed special permit.



James J. Fiorentini
Mayor

William F. Laliberty
Fire Chief

Haverhill Fire Department

Fire Prevention / Investigation Unit

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



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

June 1, 2017

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

Re: Sanders Currier Realty Trust 116-122 Washington St. Map 310, Block 1, Lot 14

Special Permit to build 4 Residential units within the WD zone on the 2 upper floors

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

Plans approved by the fire department are approved with the intent they comply in all respects to 780 CMR 527 CMR 1.00, MGL Chapter 148 and any City of Haverhill ordinance. Any omissions or errors on the plans do not relieve the applicant of complying with applicable requirements.

Additionally, in the interest of Public Safety the Fire Department has the following comments:

- Fire separation systems meets requirement of state building code
- Existing/new Fire Alarm and Fire Protection systems meet all applicable codes

Respectfully,

Eric M. Tarpy
Deputy Fire Chief
Haverhill Fire Prevention Division



Haverhill

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

July 3, 2017

To: William Pillsbury
Planning Director/ Grants Coordinator

Subject: 116-122 Washington Street Special Permit
Map 310, Block 1, Lot 14

The Water and Wastewater Divisions do not object to the Special Permit. Water and Wastewater Divisions reserve the right to provide additional comments once a site plan is submitted.

See attached comments from Glenn Smith Water Maintenance Supervisor.

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

Sincerely,

A handwritten signature in black ink that reads "Paul J. Jessel".
Paul J. Jessel
Collection System Supervisor

File#: 170159

cc:

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



Haverhill

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

June 21, 2017

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

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

Re: 116-122 Washington St. – SPECIAL PERMIT
Map 310, Block 1, Lot 14

FILE # : 170159

Dear Mr. Pillsbury;

The Water Maintenance Department has the following comments at this time.

- 1) This building has a 2" Steel DOMESTIC water service that needs to be replaced
- 2) The 6" Fire Service was Installed In 1926. It should be replaced
- 3) We will make additional comments during the Departmental Review.

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

Sincerely

Glenn F. Smith
Water Maintenance Supervisor

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

10.1.1

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

July 6, 2017

City Council President John Michitson & Members of the City Council

RE: Cultural Council Appointment

Dear Mr. President and City Council Members:

I hereby am appointing Lum-Bih Tashi, 51 North Avenue, Haverhill. This is a confirming appointment and I recommend your approval. This appointment takes effect upon confirmation and expires July 31, 2018.

Very truly yours,

James J. Fiorentini (dwa)

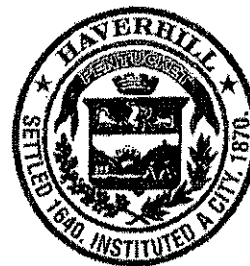
**James J. Fiorentini
Mayor**

JJF/lyf

cc: Ruby Lyons, Chair, Haverhill Cultural Council
Letriah Masters

City of Haverhill

Massachusetts



City Hall • 4 Summer Street • Room 100 • Haverhill, MA 01830 • (978) 374-2300 • Fax (978) 373-7544

APPLICATION FOR APPOINTMENT TO CITY BOARD, COMMITTEE OR COMMISSION

The city appreciates your interest in serving on one of its Boards, Committees or Commissions. Please complete this form and return it to the Mayor's Office in city hall.

Name Lum-Bih Tashi
Home address 51 North Ave, Haverhill, MA
Phone number 978 761 2269
Business number _____
Email lumbihtashi@gmail.com

Please indicate which Board, Commission or Committee you are applying to be appointed to:

- | | |
|---|---|
| <input type="checkbox"/> Bike Haverhill | <input type="checkbox"/> Council on Aging |
| <input type="checkbox"/> Board of Assessors | <input checked="" type="checkbox"/> Council on Youth Needs ✓ |
| <input checked="" type="checkbox"/> Board of Health | <input checked="" type="checkbox"/> Cultural Council ✓ |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> Development and Industrial Commission |
| <input type="checkbox"/> Bradford Common Historic Dist. Commission | <input type="checkbox"/> Downtown Parking Commission |
| <input type="checkbox"/> Brightside Committee | <input type="checkbox"/> Energy Taskforce |
| <input type="checkbox"/> Brownfields Committee | <input type="checkbox"/> Forestry Management Committee |
| → <input checked="" type="checkbox"/> Community Affairs Adv. Board (CAAB) | <input type="checkbox"/> Friends of the Bradford Rail Trail |
| → <input checked="" type="checkbox"/> Commission on Disability | <input type="checkbox"/> Harbor Commission |
| <input checked="" type="checkbox"/> Community Action Commission ✓ | <input checked="" type="checkbox"/> Haverhill Historic Commission ✓ |
| <input checked="" type="checkbox"/> Conservation Commission | <input checked="" type="checkbox"/> Haverhill Housing Authority ✓ |

1. Please explain why you would like to serve on a particular Board, Committee or Commission. If necessary attach additional sheets.

As a recent university graduate, I am looking to obtain my master's degree in public health or public policy. I believe that serving on the Board of Health, Commission on Disabilities or the conservation commission who help to further my educational prospects.

2. Please briefly describe your education, any relevant work or life experiences or other activities which, in your opinion, would be beneficial in carrying out the responsibilities of this office. If necessary, attach additional sheets or you resume.

I studied Economics and Political Science at UMass Dartmouth. My major sparked a passion for social and environmental justice. I volunteered for a local nonprofit while in school and interned with MASSPIRG, a student advocacy group. I'm currently a Project Administrator at the Union of Minority Neighborhoods (UMN) in Boston. I provide outreach, visibility and grassroots organizing expertise. I hope to work for local campaigns and help positively impact my neighborhood.

3. Please list any city offices you have held in Haverhill or elsewhere.

Date appointed/elected

Office

Term Expired

4. Public service on a Board, Committee or Commission can be demanding. Please indicate the realistic time commitment you are willing and able to make.

☐ 1 hour/ week ☐ 2-4 hours/week ☒ 4-6 hours/week ☐ other; specify

Additionally, please indicate your availability 8-10 AM ☐ AFTERNOON 5-9 PM

5. How did you hear about the vacancy on this City Board, Committee or Commission?

☐ City Hall Information Board

☐ Council, Board, Committee or Commission Meeting

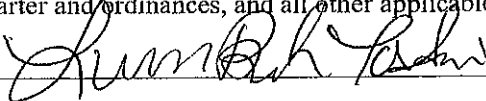
☐ Newspaper

☒ City Website

☐ Word of Mouth

☐ Other; specify _____

6. APPLICANTS STATEMENT AND SIGNATURE: I hereby submit this as my application for the position I have indicated on the front of this form. I understand that my completion of this form in no way assures appointment. All Board, Committee, Commission vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law (M.G.L.c.268A), the Massachusetts Open Meeting Law (M.G.L.c.39), the Massachusetts Public Records Law (M.G.L.c.66), the Massachusetts Campaign Finance Law (M.G.L.c.55), the Haverhill City Charter and ordinances, and all other applicable federal, state, and local laws or regulations.

Signature X 

Date 06/12/17

☒ Park and Recreation Commission ✓

☒ Planning board

☐ Public Private Partnerships Committee

☐ Recycling Adv. Committee

☐ Rte. 110 Park Advisory Committee

☐ Rock's Village Historic Dist. Comm.

☐ Storm Water Adv. Committee

☐ Technology Adv. Task Force

☐ Veterans Memorial Ice Rink Adv. Comm.

☐ Vision Committee

☐ Washington St. Historic Dist. Comm.

☐ Water/ Wastewater Rating Board

☐ Zoning Board of Appeals

Cultural
Council

City
Council

↳

Tuesday, June 20th
@ 7 pm in

City Council Chambers
Room 202

Lum-Bih N. Tashi

51 North Avenue
Haverhill, MA 01830
lumbihtashi@gmail.com
(978) 761-2269

PROFILE

Tenacious young professional with experience nonprofit operations, social advocacy work and environmental activism. Seeking opportunities in the fields of public health, public policy research and nonprofit administration.

EDUCATION

University of Massachusetts Dartmouth; North Dartmouth, MA — 2011-2016
B.A., Liberal Arts, Economics and Political Science Concentration

EXPERIENCE

Project Administrator, Union of Minority Neighborhoods — Spring 2017 (part-time)
Nonprofit database management, community event coordination and coalition building with other organizations. Designed unique promotional packet for fundraising events. Grant writing, e-marketing and general office administration.

Campaign Coordinator, MASSPIRG; UMassD Chapter — Spring 2016
Facilitated campaign meetings and recruitment. Supervised a dozen volunteers for Save the Bees Initiative. Drafted a Colony Collapse Syndrome report with community-based solutions.

CIVIC ENGAGEMENT

Chair of Inclusion and Equity, March for Science Boston — Spring 2017
Provided critical outreach and press coverage promoting science rally and its relevance to underrepresented in Boston to ensure a diverse, well rounded event. Trained managed over 100 volunteers on-site with vendor set-up and cleanup efforts.

Fellow, Howard Rye Institute; Boston, MA — Fall 2016 - Present
An intensive training program designed to promote a new generation of African American civic and political leadership. Developed an understanding of Boston's municipal government structure.

Volunteer, Coalition for Social Injustice; New Bedford, MA — Spring 2014
Lobbied at the State House for several initiatives, including raising the minimum wage. Neighborhood/canvassing to promote civic engagement.

MassPIRG Student Volunteer; UMass Dartmouth Chapter — 2011-2014
Tabling and grassroots outreach on campus with other students. Developed phone banking and tabling skills necessary for grassroots advocacy work.

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

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

July 6, 2017

City Council President John Michitson & Members of the City Council

Dear Council President Michitson & Members of the City Council:

I hereby appoint Alicia McOsker who resides at 121 Kingsbury Avenue, Haverhill, Massachusetts as real estate custodian for the City of Haverhill pursuant to M.G.L. c. 60, 77B.

I certify that in my opinion Alicia McOsker is an appropriate person to serve the City in this capacity based on her unique qualifications in the areas of education, training, and experience. I make this appointment solely in the interest of the City of Haverhill. This appointment is effective immediately.

Very truly yours,

James J. Fiorentini (dept)
James J. Fiorentini
Mayor

JJF/lyf

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

10.212
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

July 6, 2017

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

RE: Cable TV Advisory Committee

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

I hereby appoint Lisa DeMeo, 24 Hunters Run Place, Haverhill to the Cable TV Advisory Committee. This is a non-confirming appointment. I recommend approval.

Very truly yours,

James J. Fiorentini (dnd)
James J. Fiorentini
Mayor

JJF/lyf

City of Haverhill

Massachusetts



City Hall • 4 Summer Street • Room 100 • Haverhill, MA 01830 • (978) 374-2300 • Fax (978) 373-7544

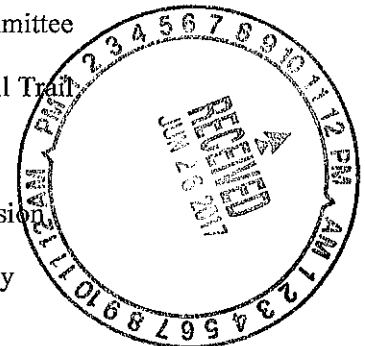
APPLICATION FOR APPOINTMENT TO CITY BOARD, COMMITTEE OR COMMISSION

The city appreciates your interest in serving on one of its Boards, Committees or Commissions. Please complete this form and return it to the Mayor's Office in city hall.

Name LISA B. DEMEO
Home address 24 HUNTERS RUN PL
Phone number 978-771-3779
Business number 978-462-7611
Email lisad59@comcast.net

Please indicate which Board, Commission or Committee you are applying to be appointed to:

- | | |
|--|--|
| <input type="checkbox"/> Bike Haverhill | <input type="checkbox"/> Council on Aging |
| <input type="checkbox"/> Board of Assessors | <input type="checkbox"/> Council on youth Needs |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Cultural Council |
| <input type="checkbox"/> Board of Registrars | <input type="checkbox"/> Development and Industrial Commission |
| <input type="checkbox"/> Bradford Common Historic Dist. Commission | <input type="checkbox"/> Downtown Parking Commission |
| <input type="checkbox"/> Brightside Committee | <input type="checkbox"/> Energy Taskforce |
| <input type="checkbox"/> Brownfields Committee | <input type="checkbox"/> Forestry Management Committee |
| <input type="checkbox"/> Community Affairs Adv. Board (CAAB) | <input type="checkbox"/> Friends of the Bradford Rail Trail |
| <input type="checkbox"/> Commission on Disability | <input type="checkbox"/> Harbor Commission |
| <input type="checkbox"/> Community Action Commission | <input type="checkbox"/> Haverhill Historic Commission |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Haverhill Housing Authority |



☐ Park and Recreation Commission

☒ Planning board

☐ Public Private Partnerships Committee

☐ Recycling Adv. Committee

☐ Rte. 110 Park Advisory Committee

☐ Rock's Village Historic Dist. Comm.

☐ Storm Water Adv. Committee

☐ Technology Adv. Task Force

☐ Veterans Memorial Ice Rink Adv. Comm.

☐ Vision Committee

☐ Washington St. Historic Dist. Comm.

☐ Water/ Wastewater Rating Board

☒ Zoning Board of Appeals

✓ CABLE ADVISORY BOARD

1. Please explain why you would like to serve on a particular Board, Committee or Commission. If necessary attach additional sheets.

I WOULD LIKE TO SUPPORT MY CITY WITH SOME OF THE SKILLS I HAVE DEVELOPED OVER THE LAST 15 YEARS.

2. Please briefly describe your education, any relevant work or life experiences or other activities which, in your opinion, would be beneficial in carrying out the responsibilities of this office. If necessary, attach additional sheets or your resume.

0 WITH 15 YEARS EXPERIENCE IN MUNICIPAL ORGANIZATIONS, I HAVE INTERACTED WITH MANY BOARDS.

I HAVE BACHELORS DEGREE CIVIL ENGINEERING, AN MBA, AND I'M A REGISTERED PROFESSIONAL ENGINEER IN MA AND NH.

3. Please list any city offices you have held in Haverhill or elsewhere.

Date appointed/elected

Office

Term Expired

CHAIR, HAV. HISTORICAL Comm

4. Public service on a Board, Committee or Commission can be demanding. Please indicate the realistic time commitment you are willing and able to make.

1 hour/ week 2-4 hours/week ☒ 4-6 hours/week _____ other; specify

Additionally, please indicate your availability _____ AM _____ AFTERNOON ☒ PM

5. How did you hear about the vacancy on this City Board, Committee or Commission?

City Hall Information Board

Council, Board, Committee or Commission Meeting

Newspaper

City Website

Word of Mouth

☒ Other; specify BOARD MEMBER

6. APPLICANTS STATEMENT AND SIGNATURE: I hereby submit this as my application for the position I have indicated on the front of this form. I understand that my completion of this form in no way assures appointment. All Board, Committee, Commission vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law (M.G.L.c.268A), the Massachusetts Open Meeting Law (M.G.L.c.39), the Massachusetts Public Records Law (M.G.L.c.66), the Massachusetts Campaign Finance Law (M.G.L.c.55), the Haverhill City Charter and ordinances, and all other applicable federal, state, and local laws or regulations.

Signature X Deva E. DeMa

Date 6/26/17

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

10.2.2.1
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

July 6, 2017

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

RE: Cable TV Advisory Committee

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

I hereby appoint Jeffrey Berenson, 19 Dorian Drive, Haverhill to the Cable TV Advisory Committee. This is a non-confirming appointment. I recommend approval.

Very truly yours,

James J. Fiorentini (duet)

James J. Fiorentini
Mayor

JJF/lyf

Lisa Ferry

*Sent email
7/5/17*

From: Jim Fiorentini <jimfior02@aol.com>
Sent: Saturday, July 01, 2017 5:00 PM
To: Lisa Ferry
Subject: Fwd: Cable TV Committee

Appoint

Sent from my iPhone

Begin forwarded message:

From: Jeff Berenson <jbtaxcpa@hotmail.com>
Date: July 1, 2017 at 3:25:36 PM EDT
To: Jim Fiorentini <JimFior02@aol.com>
Subject: Cable TV Committee

Jim,

I would be honored to be on the Cable TV committee.!

I would also be interested in a development committee.

Thank you,

Jeffrey Berenson

(978) 521-9024

Sent from my iPhone

City of Haverhill

Massachusetts



City Hall • 4 Summer Street • Room 100 • Haverhill, MA 01830 • (978) 374-2300 • Fax (978) 373-7544

APPLICATION FOR APPOINTMENT TO CITY BOARD, COMMITTEE OR COMMISSION

The city appreciates your interest in serving on one of its Boards, Committees or Commissions. Please complete this form and return it to the Mayor's Office in city hall.

Name Jeffrey Berenson CPA
Home address 19 DORIAN DR
Phone number 978 521 9024
Business number SAME
Email jbtaxcpa@hotmail.com

Please indicate which Board, Commission or Committee you are applying to be appointed to:

- | | |
|--|---|
| <input type="checkbox"/> Bike Haverhill | <input type="checkbox"/> Council on Aging |
| <input checked="" type="checkbox"/> Board of Assessors | <input type="checkbox"/> Council on youth Needs |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Cultural Council |
| <input type="checkbox"/> Board of Registrars | <input checked="" type="checkbox"/> Development and Industrial Commission |
| <input type="checkbox"/> Bradford Common Historic Dist. Commission | <input type="checkbox"/> Downtown Parking Commission |
| <input type="checkbox"/> Brightside Committee | <input type="checkbox"/> Energy Taskforce |
| <input type="checkbox"/> Brownfields Committee | <input type="checkbox"/> Forestry Management Committee |
| <input type="checkbox"/> Community Affairs Adv. Board (CAAB) | <input type="checkbox"/> Friends of the Bradford Rail Trail |
| <input type="checkbox"/> Commission on Disability | <input type="checkbox"/> Harbor Commission |
| <input type="checkbox"/> Community Action Commission | <input type="checkbox"/> Haverhill Historic Commission |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Haverhill Housing Authority |

* CABLE TV COMMISSION

☐ Park and Recreation Commission

☐ Planning board

☐ Public Private Partnerships Committee

☐ Recycling Adv. Committee

☐ Rte. 110 Park Advisory Committee

☐ Rock's Village Historic Dist. Comm.

☐ Storm Water Adv. Committee

☐ Technology Adv. Task Force

☐ Veterans Memorial Ice Rink Adv. Comm.

☐ Vision Committee

☐ Washington St. Historic Dist. Comm.

☐ Water/ Wastewater Rating Board

☐ Zoning Board of Appeals

1. Please explain why you would like to serve on a particular Board, Committee or Commission. If necessary attach additional sheets.

I WOULD LIKE HELP OUR CITY OF
HAVERHILL CONTINUE ITS PROSPEROUS
GROWTH

IT IS IMPORTANT TO GIVE BACK TO
OUR CITY AND UTILIZE MY EXPERIENCE
AND MY EDUCATION TO DO SO.

I AM INTERESTED IN AND HAVE EXPERIENCE
WITH:

- (A) Cable TV, DIRECT TV AND VERIZON CABLE
- (B) I HAVE STUDIED AND EXPERIENCED - DEVELOPMENT
AND INDUSTRIAL EXPANSION
- (C) MY FINANCIAL AND REAL ESTATE SKILLS
WOULD SUPPORT THE BOARD OF AGENCY

2. Please briefly describe your education, any relevant work or life experiences or other activities which, in your opinion, would be beneficial in carrying out the responsibilities of this office. If necessary, attach additional sheets or your resume.

- (A) HARVARD COLLEGE GRADUATE STUDIES IN
REAL ESTATE DEVELOPMENT AND ANALYSIS
- (B) MBA FROM BABSON COLLEGE
- (C) MSc - IN TAXATION FROM BENTLEY UNIVERSITY
- (D) CERTIFICATE IN FINANCIAL PLANNING FROM
MERRIMACK COLLEGE
- (E) CERTIFICATE IN PROJECT MANAGEMENT FROM
N.E.C.C.O
- (F) GRADUATED FROM CITY OF POLICE- OFFICER TRAINING
SCHOOL IN READING MA
- (G) ACTIVE IN REAL ESTATE ACQUISITION
AND VALUATION

3. Please list any city offices you have held in Haverhill or elsewhere.

Date appointed/elected	Office	Term Expired
N/A		

4. Public service on a Board, Committee or Commission can be demanding. Please indicate the realistic time commitment you are willing and able to make.

☐ 1 hour/ week
 ☐ 2-4 hours/week
 ☒ 4-6 hours/week
 OR AS NEEDED other; specify
 Additionally, please indicate your availability
 ☒ AM
 ☒ AFTERNOON
 ☒ PM

5. How did you hear about the vacancy on this City Board, Committee or Commission?

☐ City Hall Information Board
☐ Council, Board, Committee or Commission Meeting
☒ Newspaper
☒ City Website
☒ Word of Mouth
☐ Other; specify _____

6. **APPLICANTS STATEMENT AND SIGNATURE:** I hereby submit this as my application for the position I have indicated on the front of this form. I understand that my completion of this form in no way assures appointment. All Board, Committee, Commission vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law (M.G.L.c.268A), the Massachusetts Open Meeting Law (M.G.L.c.39), the Massachusetts Public Records Law (M.G.L.c.66), the Massachusetts Campaign Finance Law (M.G.L.c.55), the Haverhill City Charter and ordinances, and all other applicable federal, state, and local laws or regulations.

Signature X *Jerry Berenson* Date 7-5-17

Jul 23, 2017 06:30 PM TO: 1575373744 Page 3/7 FIRM, ACCOUNTING AND TAXES LLC

JEFFREY BERENSON

55 Broadway • Cambridge, MA 02142
617-494-2464 • jeffrey.berenson@dot.gov

QUALIFICATIONS PROFILE

Highly accomplished **Analyst** with extensive experience in taxes, financial and management report development across diverse industries and in government. Outstanding analytical, problem solving, leadership, technology, and communication skills. Expertise in introducing and implementing accounting systems, practices, and process. Bottom-line-oriented with a consistent record of exceeding standards and expectations. Proven track record for delivering strong results. *Key areas of expertise include:*

Federal and State Income, Sales and Business Taxes

Project Planning & Policy Development ~ Project Reporting

Microsoft Project ~PRISM~ Markview ~ Data Warehouse

DELPHI ~ Budgeting ~ Relationship Management

EDUCATION & AFFILIATIONS

BABSON COLLEGE – Wellesley, MA
Master of Science in Business Administration – Tax Concentration
Bachelor of Science in Accounting

BENTLEY COLLEGE – Waltham, MA
Master of Science in Taxation

MERRIMACK COLLEGE – N. Andover, MA
Certificate in Financial Planning

Federal Acquisition Certificate
Contracting Officer Technical Representative

Northern Essex College – Haverhill, MA
Certificate in Project Management

Massachusetts Police Chiefs Academy Reading, MA
Police Officer Training

Professional Affiliations:
Member, Massachusetts Society of Certified Public Accountants
Member, American Institute of Certified Public Accountants

Activities:
Member, Green Team, CFC Steering Committee, TERA

continued...

PROFESSIONAL EXPERIENCE

U.S. DEPARTMENT OF TRANSPORTATION, VOLPE CENTER, Cambridge, MA

Analyst, 2010 – 2016

Project Planning, Setup and Monitoring

- Assist the Project Manager in Project Planning
- Setup and maintain the project using Microsoft Project
- Plan and monitor resource allocation, schedule and burn rates
- Review and modify the project with the Project Manager.

External Financial Reporting Development

- Prepare monthly status reports to be delivered to customers
- Ascertain expenses, labor, travel and contractor activity
- Monitor tasks in DELPHI and alert the Project Manager to inconsistencies, accuracies and unplanned expenditures.
- Partial project sponsor list includes: DHS, NHTSA, FTA, FAA, Capitol Police, USMMA

Financial Specialist, 2006 – 2010

Directorate-level Program Financial Planning, Monitoring and Reporting

- Created and maintained short and long range plans for indirect and direct budgets
- Monitored monthly indirect expenditures and prepared analytic reports
- Provided monthly indirect and direct financial activity presentations at Division Chief Meetings
- Applied financial and accounting policies and procedures
- Analyzed and evaluated commitments and obligations against established program plans

Preparation of External Financial Reporting Deliverables

- Prepared monthly status reports to be delivered to customers
- Ascertained expenses, labor, travel and contractor activity to create detailed monthly invoices.
- Monitored tasks in DELPHI to ensure consistency and accuracy and assist the Project Manager.
- Project sponsor partial list includes: SASO, FMCSA, FAA, FTA, FRA and City of Boston

Technical Accountant, 2004 – 2006

Developed, implemented, and updated effective financial information systems to meet current and future reporting needs for the Volpe Center. Key responsibility encompassed interfacing Oracle 11.0 with a legacy system and Microsoft Excel. Reviewed and recorded all obligations and de-obligations. Reconciled intergovernmental transactions across multiple agencies. Served as go-to person for assistance with spreadsheet requirements.

- Devised and implemented consolidating spreadsheets to reduce financial statement process from several days to two hours.
- Utilized Oracle ADI to convert journal entries from 100 inputs to a single upload.
- Created multi-level spreadsheets to reduce reconciliation process from four days to one.
- Reviewed government contracts, requisitions and obligations.
- Determined cash needs and transferred funds to and from various government agencies.

PROVISIONSOFT, INC., Andover, MA

Controller, 2001 – 2003

Directed the all of the company's financial affairs, encompassing financial plans and policies, accounting practices, financial reporting, maintenance of fiscal records, and relationship management with lending institutions and financial community for storage service provider. Established economic objectives, policies, and controls. Prepared reports outlining company's financial position in areas of income and expenses. Supervised HR Department, company stock options, and 401(k) plans. Prepared 10Qs and 10K in accordance with FASB and GAAP. Reviewed legal documents and contracts to ensure compliance with Revenue Recognition Rules. Analyzed and monitored company's readiness for Sarbanes Oxley compliance and made recommendations for improvement.

- Spearheaded the implementation of Oracle v.11.
- Achieved 20% reduction in expenses through careful monitoring and controlling in a difficult economic environment.
- Renegotiated leases, saving company more than \$1.8 million.

INTERSPEED, INC., N. Andover, MA

Corporate Accounting Manager, 1999 – 2001

Developed, implemented, and monitored corporate accounting procedures and practices for designer, developer, and marketer of advanced high-speed broadband communications equipment based on DSL technology. Performed business and financial analysis including product and gross margin and commission. Prepared 10Qs and 10K. Determined tax rate and planning.

- Led the implementation of Oracle v.11.
- Produced accurate and timely monthly and quarterly financial reports.

MICROMATIC PRODUCTS CO., INC., Haverhill, MA

Director of Finance and Administration, 1998 – 1999

Oversaw all financial and administrative activities for provider of products for the automotive industry for automated assembly, honing, roll forming, and rotary actuators. Administered approved accounting practices to ensure that financial and operating reports accurately reflected the company's financial condition. Prepared and monitored annual budget. Upgraded server to MS NT 4.5. Revised manufacturing cost models.

- Restructured bank financing to receive a fixed rate and remove officer's personal guarantees.
- Renegotiated major leases, resulting in a 15% cost savings.
- Revamped purchasing procedures to cut costs.
- Realigned accounting organization and responsibilities to optimize use of available resources.

Additional Experience:

Tax Compliance Manager, XYVISION, INC., Reading, MA, 1995 – 1998

Senior Tax Accountant, HILLS DEPARTMENT STORES, Canton, MA, 1992 – 1995

Senior Tax Accountant, NEC TECHNOLOGIES, Boxborough, MA, 1990 – 1992

Senior Tax Accountant, P.F. BRUNO & CO. CPAS, Lynnfield, MA, 1988 – 1990

General Manager, Lawrence Furniture Company, Lawrence, MA 1979-1988

Volunteer: Haverhill Auxiliary Police and Non-Profit Boys Camp



21 Wingate Street, Unit 104 • Haverhill, MA 01830
Phone: (978) 641-3192 • E-Mail: jenny@creativehaverhill.org
Web: www.creativehaverhill.org

June 23, 2017

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

Dear Council Members:

Creative Haverhill requests permission to hold our third annual "Movies by the River" Outdoor Summer Movie Series at 192 Merrimack Street, between Rent-A-Center and Haverhill Bank. The series will take place Thursday evenings for a period of 6 weeks, beginning July 13th and ending August 17th. In case of rain, movies will take place indoors at the Haverhill Citizens Center. As in prior years, Creative Haverhill will pay all custodial fees as needed.

Last year, "Movies by the River" provided free, family entertainment to a total of almost 1,500 participants! This free event that is open to the public, and people of all ages are welcomed and encouraged to attend. The event is sponsored in part by Haverhill Bank, and a grant from the Haverhill Cultural Council. The HCC grant will be used to bring in festive, pre-movie entertainment that follows the theme of the movie to be shown. Free hot dogs for "The Sandlot," a special appearance from Batman for "Lego Batman," and Polynesian dancers and free Kona Ice for our grand finale of "Moana" are just a few of the special activities we have planned! Restroom access is available through the generosity of the Phoenix Rising UCC Church, who will be opening their doors each Thursday for the duration of the event.

Creative Haverhill, Inc. would like the Council's permission to hold our "Movies by the River" series at the following dates and times: Thursday, July 13th from 6:30-10:00PM (Trolls); Thursday July 20th from 6:30-10:00PM (The Sandlot); Thursday, July 27th from 6:30-10:00PM (Lego Batman); Thursday, August 3rd from 6:30-10:00PM (Sing); Thursday, August 10th from 6:30-10:00PM (The Princess Bride); Thursday, August 17th from 6:30-10:00PM (Moana). *Creative Haverhill also requests that the permit fees be waived for this fantastic community event.*

Thank you for your consideration, and for your ongoing support of the programs of Creative Haverhill!

Jennifer Arndt
Arts & Culture Coordinator

City of Haverhill
Application for Permit for
Amusements, Public Shows and Exhibitions

Name of Organization: Creative Haverhill, Inc.

Address of Organization: P.O. Box 205, Haverhill, MA 01831

Is the Organization a Non-Profit? Yes ☒ No ☐ (If yes, must provide evidence of non-profit status)

Religious Societies conducting events on property owned by them; Events given in school buildings by or for the benefit of pupils or Events on public property permitted and approved by the appropriate permit granting authority (Stadium, Winnekenni and Tattersall Farm) or Enterprises holding appropriate Entertainment Licenses from the License Commission are exempt.

EVENT INFORMATION

Requesting permit for (List type of event):

Movies by the River Summer outdoor Movie Series

Date of Event: Thursdays, July 13th Time of Event: 6:30 pm - 10:00 pm

August 17th * Rain location 10 welcome St.
Location of Event: 192 Merrimack St.

Indoor: *

Outdoor: ☒

Name and Address of the Owner of the Property: Lupoli Companies

If applicant is not the Owner of the Property, Applicant must provide written proof of permission from the property owner.

Number of Anticipated Attendees: 1500 (~250 for each movie)

Number of Parking Spaces available on Site: 40

Have arrangements been made for offsite parking? Yes ☒ No ☐

If yes, please give details of the offsite parking: Street parking is available

Are there charges or fees for parking? Yes ☐ No ☒ If yes, list charges/fees _____

Please identify the plans for solid waste disposal and recycling: a volunteer crew will pick up all trash and place it in the city barrel near the street. Extra trash will be taken off site and disposed of properly.

Number of public restrooms available: Permanent 2 Portable _____

Other special considerations for event (e.g. fireworks, street closure, use of areas for set-up):

We request to use the electrical box located near the street as a power source.

Are you requesting that the fees be waived? Yes ☒ No ☐
(City sponsored events or registered non-profit groups conducting events for wholly charitable purposes only)

Authorized Person: Jenny Arndt

Address of Authorized Person: 38 Elm St. Haverhill, MA 01830

Telephone #/Cell #/Pager # (Indicate if Pager): 603 283 8557

Social Security Number of Authorized Person: _____

Copies of any event agreements, including leases and contracts for entertainers, performers, sound stage, cleaning, security, vendor, catering or food service must be provided with application.

APPROVALS:

Fire Chief:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Recreational Director: Required for all recreational facilities:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Police Chief:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Health Inspector/Board of Health:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Building Inspector:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

Public Works Director:

Reviewed: _____ Approved: _____ Denied: _____

Comments/Conditions/Requirements: _____

General Release & Indemnity Agreement

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

Signature of Authorized
Agent of Organization:

Tatum Stevenson

Date: 6/26/17

Signature Witnessed By:

Date: 6/26/17

City Council will hear this request for application on:

_____ at _____
(date) (time)

Applicant must attend: Yes _____ No _____

Licensee is solely responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for the public safety as a result of the public event, exhibition, show or amusement.

Licensee shall be responsible for the cost of any police or fire official(s) required by the City Council to be attendance at the event.

OFFICE USE

PERMIT

Permit approved on: _____ **Number of Detail Officers:** _____

Proof of Insurance: Policy Number _____ **Expiration date** _____

Attendance Limited to: _____

Other Conditions/Requirements: _____

All permits issued fully incorporate the terms and conditions of Article IV Public Shows, Exhibitions and Events of Chapter 104 of the Code of the City of Haverhill

Signed: _____ **Issued on:** _____

City Clerk

Linda Koutoulas

From: Mike Stankovich <mstankovich@cityofhaverhill.com>
Sent: Monday, June 26, 2017 11:03 AM
To: Linda Koutoulas
Subject: RE: event application from Creative Haverhill - Movies by the river

Linda,
Ok with DPW.

I saw that they will use an electrical box so Bill Evans should be notified, not sure whom he works for? Think Tom Geary but he is moving on to another organization.

Mike

(Emailing Tom Geary)

-----Original Message-----

From: Linda Koutoulas [<mailto:LKoutoulas@cityofhaverhill.com>]
Sent: Monday, June 26, 2017 10:52 AM
To: Alan DeNaro; Detective William O'Connell; Richard MacDonald; Richard Osborne; Debra Stewart; Bill Laliberty; Mike Stankovich
Subject: event application from Creative Haverhill - Movies by the river

All - please advise and let me know if you approve or not - thank you!
Linda

-----Original Message-----

From: room118 [<mailto:scanner@cityofhaverhill.com>]
Sent: Monday, June 26, 2017 12:54 PM
To: Linda Koutoulas
Subject: Send data from MFP11714227 06/26/2017 09:53

Scanned from MFP11714227
Date:06/26/2017 09:53
Pages:6
Resolution:200x200 DPI

Linda Koutoulas

From: Deputy Chief Anthony Haugh <ahaugh@haverhillpolice.com>
Sent: Monday, June 26, 2017 3:11 PM
To: Linda Koutoulas
Subject: Movies by the River
Attachments: DOC062617.pdf

Approved by the police department.

Deputy Chief Anthony L. Haugh
Haverhill Police Department
40 Bailey Boulevard
Haverhill, MA 01830
Work 978-722-1550
Cell 978-971-1041



Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License_comm@cityofhaverhill.com
www.ci.haverhill.ma.us

ONE DAY LIQUOR LICENSE

Business/ Organization Information

Business/Organization Name: _____

Address: _____

Individual Applicant Information

Individual's Name: Dennis Howes

Mailing Address: 7 Folly Mill Terrace Seabrook NH 03874

Telephone: 978 360 0477

Is the Applicant a US Citizen? Yes ☒ No ☐

E-Mail Address: justdewit67@gmail.com

Event Information

Date of Event: 9/23/2017

Start Time: 3:30 End Time: 9:00

Location of Event: Winnekenni Castle

Purpose of Event: Wedding

Will there be music or entertainment? Yes ☒ No ☐

Is the event being catered? Yes ☒ No ☐

Name of Caterer: Simply Elegant Catering

Approximate number of People Attending

Adults: 50 Children: 10

Type of License (circle one)

One-Day All-Alcoholic

One-Day Beer and Wine

Charitable Wine Pouring

Charitable Wine Auction

Purchase and Service

Alcohol for a one day license cannot be donated. The alcohol must be purchased. All receipts for purchase of alcohol must be submitted to the Clerk's Office by 4:00 PM the last business day before the event



Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License_comm@cityofhaverhill.com
www.ci.haverhill.ma.us

Where is the liquor being purchased from? Merrimac Valley + Horizon Distributors

All alcohol must be purchased through a licensed wholesaler. If the above-listed business is not a licensed wholesaler, then this application will not be approved

Who will be serving the alcohol? Employee of Simply Elegant

The server must be certified in safe service of alcohols (commonly referred to as TIPS certified) Please attach a copy of the certification for each server listed above.

Please attach a copy of the liquor liability insurance held by the server/applicant

If the server does not have liquor liability insurance, then the application will not be approved

Determination of License Requirements

Is the event held by, or held for the benefit of a business or non-profit group?

	Yes	No
Business:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Non-Profit:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will there be a cash bar?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is there an entrance fee or donation required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the event open to the general public?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to ANY of these questions is YES:

- A One-Day Special License is required. License applications must be put before the License Commission.
- If the event is on city property, approval from City Council and the Mayor is also required.
- The licensee must purchase all alcohol from a *licensed wholesaler*.
- *A copy of the receipts for alcohol purchases are due to the City Clerk's office no later than 4 pm on the workday before the event.*

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the City of Haverhill.

Signature: _____

Please contact the City Clerk's Office for any licensing questions



Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License_comm@cityofhaverhill.com
www.ci.haverhill.ma.us

Official Use Only

Approval

[Signature] 6/7/17
Chief of Police Date

Joseph C. Edwards 7/6/17
License Commission Date

City Council (City Property) Date

Mayor (City Property) Date

Additional Conditions for License: _____

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

*NEW _____
*RENEWAL X _____

11.2.1

DATE OF REQUEST June 26, 2017 DATE OF APPROVAL _____

NAME: Leonardo Hernandez

ADDRESS: 81 Pilling St.

TELEPHONE #: 978) 891-5985

VEHICLE TYPE: Honda Civic EX

PLATE #: 236WV2

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

If yes, why is there a need for a handicap parking sign? _____

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

If yes, location? _____

x Leonardo Hernandez
Applicant Signature

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

✓ Approve _____ Denied

Al R. R. R. Reason for denial

Chief of Police Signature

____ Approve _____ Denied

____ Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

To: Chief Denaro

From: Officer Powell

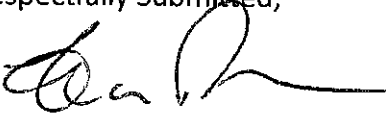
Date: June 26, 2017

Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from Leonardo Hernandez of 81 Pilling St. He has an active Massachusetts handicap placard issued to him. This application is for renewal of an existing handicap parking sign. There is no change in his status and I would recommend approval of the request.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'O. Powell', written over the typed name.

Officer Powell

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

11.2.2

*NEW _____
*RENEWAL X _____

DATE OF REQUEST MAY 27, 2017 DATE OF APPROVAL _____

NAME: Paul DiNoto

ADDRESS: 17 Temple St. Haverhill 01832

TELEPHONE #: 978-372-5235

VEHICLE TYPE: 2016 SUBARU FORESTER (SILVER)

PLATE #: US 87 FF

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

If yes, why is there a need for a handicap parking sign? THE HANDICAPED PARKING SPOT IS CLOSER TO MY FRONT DOOR. AFTER CANCER TREATMENTS THIS IS THE ONLY WAY I CAN GET INTO THE HOUSE.

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

If yes, location? _____

X Paul DiNoto
Applicant Signature

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

X Approve _____ Denied

Ala R. P. [Signature] Reason for denial

Chief of Police Signature

____ Approve _____ Denied

____ Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

To: Chief Denaro
From: Officer Powell
Date: June 26, 2017
Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from Paul Dinoto of 17 Temple St. He has an active Massachusetts handicap placard issued to him. This application is for renewal of an existing handicap parking sign. There is no change in his status and I would recommend approval of the request.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'O. Powell', written in a cursive style.

Officer Powell

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

11.2.3

*NEW _____
*RENEWAL X

DATE OF REQUEST 5-25-17 DATE OF APPROVAL _____

NAME: Sandra Curtis

ADDRESS: 36 Bellevue Ave Haverhill 01832

TELEPHONE #: 978 702 7654

VEHICLE TYPE: Ford Fiesta

PLATE #: React 1

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

If yes, why is there a need for a handicap parking sign? _____

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

If yes, location? _____

x Sandra Curtis
Applicant Signature

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

☒ Approve _____ Denied

AK RPL Reason for denial

Chief of Police Signature

_____ Approve _____ Denied

_____ Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

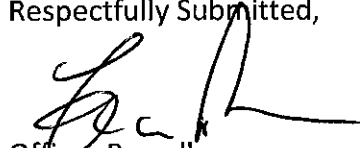
MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

To: Chief Denaro
From: Officer Powell
Date: June 26, 2017
Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from Sandra Curtis of 36 Bellevue Ave. She has an active Massachusetts handicap placard issued to her. This application is for renewal of an existing handicap parking sign. There is no change in her status and I would recommend approval of the request.

Respectfully Submitted,



Officer Powell

11.2.4

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

*NEW ☒
*RENEWAL

DATE OF REQUEST May 17, 2017 DATE OF APPROVAL

NAME: John W. Woolf, SR.

ADDRESS: 207 Groveland St., Haverhill, MA 01830

TELEPHONE #: 978-374-10242

VEHICLE TYPE: 2010 Ford Edge

PLATE #: 58KS50

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

If yes, why is there a need for a handicap parking sign? too many stairs on side entrance of home only 3 stairs out front of home.

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

If yes, location?

x John W. Woolf SR.
Applicant Signature

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

☒ Approve ☐ Denied

Reason for denial

Alan R. [Signature]
Chief of Police Signature

☐ Approve ☐ Denied

Reason for denial

City Council Approval

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

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

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

To: Chief Denaro

From: Officer Powell

Date: June 26, 2017

RE: Handicap Parking sign application

Sir,

I have spoken with the wife of John Woolf Sr. of 207 Groveland St. in regards to his application for a handicap parking sign. I also inspected the location. At this time it appears that he meets all the requirements for a handicap sign and I would recommend that a sign be placed at the location.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'L. Powell', written in a cursive style.

Officer L. Powell #8



Haverhill

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

Date: JUN 15 2017

Honorable President and Members of the Municipal Council:

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

Organization: HHS Football Boosters Applicant's Name: AMY EFSTATHIOU
Applicant's Residence (must be Haverhill resident): 101 Colby St, Bradford, MASS
Applicant's Signature: [Signature]
(3 CONSECUTIVE DAYS ONLY)

Date of Tag Day Request(s): Sunday August 20 2017
Canister: _____ Tag: ✓ Fee: \$ N/C

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

OFF STREET LOCATIONS - PLEASE SPECIFY

dunkin donuts
Market Basket

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

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

Office Use Only

Recommendation by Police Chief: ✓ Approved
_____ Denied

[Signature]
Police Chief

In Municipal Council, _____

Attest:

City Clerk



11.3.2

Haverhill

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

Date: June 16, 2017

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks to receive a license for **TAG DAYS**:

Organization: Haverhill High Cheerleaders Applicant's Name: Laura Murphy

Applicant's Residence: 130 Kensington Rd. Danville, VT 03819 Applicant's Signature: [Signature]

(3 CONSECUTIVE DAYS ONLY, ONE OF WHICH MAY INCLUDE SOLICITATION ON A PUBLIC WAY)

Date of Tag Day Request(s): Aug 5 & 6, 2017 Date—Solicitation on a Public Way: _____

Canister: _____ Tag: X Fee: \$ _____

STREET LOCATIONS (SELECT BELOW):

OFF STREET LOCATIONS (SPECIFY OTHER):

Rosemont St and Main St _____

Market Baskets

Water st and Mill st _____

Dunkin' Donuts
Heavenly Donuts

South Main St & Salem St
(Bradford Common) _____

Main St & Kenoza Ave
(Monument Square) _____

Office Use Only

Recommendation by Police Chief: ✓ Approved [Signature]
_____ Denied _____ Police Chief

In Municipal Council, _____

Attest: _____

City Clerk

2017 JUN 16 PM 4:20 HAV CITY CLERK



11.4.4.1
Haverhill

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

Date 12-12-16

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: James Boraczek Signature: [Signature]
Business Name: Boraczek's Septic & Drain Inc.
Business Address: 4 Hazel DR
City Hampstead State NH Zip 03841
Business Phone: 603-329-6005 Fax: 603-489-5338

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

No. _____
Fee 100
Bonds on File: [Signature]

Approved _____

Denied _____

[Signature]
City Engineer

In Municipal Council, _____ 20____

Attest:

City Clerk

(See other side)

City of Haverhill

Taxi Driver License – Ch.230 sec.20

11.4.5.1

Honorable President and Members of the Haverhill City Council

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

Name: Espin, Edward

Address: 25 Portland St Haverhill, MA 01830

Applicant phone number: 978 726 0173

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

Office use only

New/Renew (circle one)

Fee: \$50 – annual fee – Jan 1st to Dec 31st License

In Municipal Council, _____ 2011

Attest: _____ City Clerk

Approve _____

Denied ✓

[Signature]
Police Chief

Please complete back side of this application

City of Haverhill

Taxi Driver License – Ch.230 sec.20

11.4.5.2

Honorable President and Members of the Haverhill City Council

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

Name: Ellen, Tesha M

Address: 50 Howard St #1 Haverhill, MA 01830

Applicant phone number: 978 227 7922

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

Office use only

☒ New/Renew (circle one)

Fee: \$50 – annual fee – Jan 1st to Dec 31st License

In Municipal Council

20

Attest:

City Clerk

Approve

Denied

Police Chief

Please complete back side of this application

City of Haverhill

MAY 1

License

RENEWAL

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a Buy + Sell Second Hand License Articles

Place of business being: 800 Broadway

Name of Business: Honeybee children's shoppe

Address: 800 Broadway

Applicant: Jennifer Levy

Applicant phone number: 603-475-9601

Business Certificate # and expiration date: #131010, 12/14/20

Haverhill, June 19, 2017

Office use only

New/Renew (circle one)

Fee: \$150.00

In Municipal Council, _____, 20____

Attest: _____ City Clerk

Approve ✓

Denied _____

[Signature]
Police Chief

(If needed, other Dept. Signoff)

Please complete back side of this application

City of Haverhill

MAY 1

License

RENEWAL

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a

Buy + Sell Second Hand
Articles License

Place of business being:

Name of Business: House of Pawn

Address: 24 Emerson St. Haverhill, MA 01830

Applicant: Ardian Torres

Applicant phone number: (978) 647-7296

Business Certificate # and expiration date:

Haverhill, MA, 2017

Office use only

New/Renew (circle one)

Fee: \$50.00

In Municipal Council, _____, 20____

Attest:

City Clerk

Approve ☒

Denied ☐


Police Chief

(If needed, other Dept. Signoff)

Please complete back side of this application



11.4.11.1
6115147
101 #534
4250

City of Haverhill

Honorable President and Members of the City Council:

The undersigned respectfully asks that they may receive a Pawnbroker License

Name of Business: House of Pawn

Type of Business: Pawn Shop

Address of Business: 24 Emerson St Haverhill, MA 01830

Adria Torres
Print Applicant Name

Adria Jones
Applicant's Signature

Haverhill, MA 2017

Haverhill City Code : Chapter 187. Pawnbrokers

Renew ☒ **Office Use Only**
New ☐

No.

Fee 100

In City Council, , 2017

Attest:

Approved ☒

Denied

, City Clerk
[Signature]
Police Chief

(If Needed, Other Department Sign-Off)

More Info on Back

11.4.13.1 (P)

3/15/17
PA 100
200084070

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbo Automated Retail LLC

Place of business being: CVS Pharmacy

Location of vending machine: 150 Lafayette Sq

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Gretel Monroy

PRINT APPLICANT NAME

Gretel Monroy
APPLICANT'S SIGNATURE

HAVERHILL, March 15 2017, 2017

OFFICE USE ONLY

RENEW

No. 7

FEE 100.00

IN MUNICIPAL COUNCIL, _____, 20__

ATTEST:

APPROVED ✓

DENIED _____

CITY CLERK

PR Jea
POLICE CHIEF

11.4.13.1.12 3/15/17
PA \$100
200084070

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbo Automated Retail LLC

Place of business being: Market Basket

Location of vending machine: 2 Water St

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Gretel Monroy

PRINT APPLICANT NAME

Gretel Monroy
APPLICANT'S SIGNATURE

HAVERHILL, March 15 2017, 2017

OFFICE USE ONLY

RENEW

No. _____

FEE 100.00

IN MUNICIPAL COUNCIL, _____, 20__

ATTEST:

APPROVED [Signature]

DENIED _____

_____, CITY CLERK

[Signature]

POLICE CHIEF

11.4.13.10

3/15/17
PA \$100
200084070

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbo Automated Retail LLC

Place of business being: Market Basket B

Location of vending machine: 2 Water St

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Gretel Monroy

PRINT APPLICANT NAME


APPLICANT'S SIGNATURE

HAVERHILL, March 15 2017, 2017

OFFICE USE ONLY

RENEW

No. _____

FEE 100.00

IN MUNICIPAL COUNCIL, _____, 20__

ATTEST:

APPROVED 

DENIED _____

_____, CITY CLERK



POLICE CHIEF

11.4.13.1. (D) 3/15/17
PA \$100
200084070

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbo Automated Retail LLC

Place of business being: Market Basket

Location of vending machine: 400 Lowell Ave

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Gretel Monroy
PRINT APPLICANT NAME

Gretel Monroy
APPLICANT'S SIGNATURE

HAVERHILL, March 15 2017, 2017

OFFICE USE ONLY

RENEW

No. _____

FEE 100.00

IN MUNICIPAL COUNCIL, _____, 20__

ATTEST:

✓

APPROVED _____

DENIED _____

_____, CITY CLERK

[Signature]

POLICE CHIEF

11.4.13.1 (E) 3/15/17
PA \$100
200084070

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbo Automated Retail LLC

Place of business being: CVS Pharmacy

Location of vending machine: 425 Lowell Ave

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Gretel Monroy

PRINT APPLICANT NAME

Gretel Monroy
APPLICANT'S SIGNATURE

HAVERHILL, March 15, 2017

OFFICE USE ONLY

RENEW

No. _____

FEE 100.00

IN MUNICIPAL COUNCIL, _____, 20__

ATTEST:

APPROVED ✓

DENIED _____

_____, CITY CLERK

MR. [Signature]

POLICE CHIEF

11.4.13.11 (15) 3/15/17
RA 4100
200084670

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbo Automated Retail LLC

Place of business being: Walgreens

Location of vending machine: 800 River St (A)

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Gretel Monroy

PRINT APPLICANT NAME

Gretel Monroy
APPLICANT'S SIGNATURE

HAVERHILL, March 15, 2017

OFFICE USE ONLY

RENEW

No. _____

FEE 100.00

IN MUNICIPAL COUNCIL, _____, 20__

ATTEST:

APPROVED ✓

DENIED _____

_____, CITY CLERK

MR. [Signature]

POLICE CHIEF

11.4.13.16 3/15/17
BA \$100
200084070

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbo Automated Retail LLC

Place of business being: Walgreens

Location of vending machine: 800 River St (B)

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Gretel Monroy

PRINT APPLICANT NAME

Gretel Monroy
APPLICANT'S SIGNATURE

HAVERHILL, March 15, 2017

OFFICE USE ONLY

RENEW

No. _____

FEE 100.00

IN MUNICIPAL COUNCIL, _____, 20__

ATTEST:

APPROVED ✓

DENIED _____

_____, CITY CLERK

MR. [Signature]

POLICE CHIEF

11.4.13.1

11

2/15/17
p4 100
200084030

CITY OF HAVERHILL

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that s/he may receive an outdoor vending machine license –
Haverhill City Code: Ch. 191, Art. VI:

Name of Business: Redbo Automated Retail LLC

Place of business being: Market Basket

Location of vending machine: 285 Lincoln Ave

A letter of permission from the property owner is required for every machine applied for through this application which will remain attached to this document.

Gretel Monroy

PRINT APPLICANT NAME

Gretel Monroy
APPLICANT'S SIGNATURE

HAVERHILL, March 15, 2017

OFFICE USE ONLY

RENEW

No. _____

FEE 100.00

IN MUNICIPAL COUNCIL, _____, 20__

ATTEST:

APPROVED ✓

DENIED _____

_____, CITY CLERK

AK

POLICE CHIEF



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

12.1.1

ORDERED:

That the Mayor is hereby authorized to execute a Purchase and Sales Agreement with HAVERHILL HOUSING AUTHORITY for the sale of real property, including the buildings thereon, located at 60 Brown Street, formerly known as the Department of Public Property Barn, located on Assessors' Map 423, Block 151, Lot 17, containing approximately 0.786 acres, a copy of which is attached hereto and incorporated herein. The Mayor is also authorized to execute a deed to HAVERHILL HOUSING AUTHORITY pursuant to the terms of the Purchase and Sales Agreement, and any other documents necessary to effectuate the sale of said real property. The property is hereby declared surplus for sale."

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

July 7, 2017

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

RE: Order for Purchase and Sale Agreement for 60 Brown Street- Assessor's Map 423, Block 151, Lot 17

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

Please see attached order for the Purchase and Sale Agreement for 60 Brown Street- Assessor's Map 423, Block 151, Lot 17

"I support the sale of 60 Brown Street, formerly the Department of Public Property Barn which is currently used by the HPS Maintenance Department, to the Haverhill Housing Authority. The property abuts the Housing Authority's Kennedy Circle housing. The sale price is \$200,000. The Housing Authority has agreed to lease the property back to the School Department for \$1 per year for a five year term so that they will have sufficient time to find a location for the operations they currently conduct at that location. School Superintendent James Scully is supportive of this sale and the lease arrangement. The property was not transferred to the School Department, so approval of the Haverhill School Committee is not necessary. Also, where the transfer is to another governmental authority the issuance of an RFP is not required, although an appraisal was performed and the property needs to be declared surplus. Should you have any additional concerns, please contact City Solicitor William Cox who will be at your next meeting, along with a representative of the Housing Authority, to answer any concerns you may have. I recommend your approval of the sale of this property."

Very truly yours,

James J. Fiorentini (dsvd)

James J. Fiorentini
Mayor

JJF/dsvd

PURCHASE AND SALE AGREEMENT

From the Offices of
JAMES P. CLEARY III & JOSEPH A. CLEARY
345 MAIN STREET
HAVERHILL, MA 01830

This _____ day of July, 2017

1. PARTIES AND MAILING ADDRESS

The City of Haverhill, 4 Summer Street, Haverhill, MA, hereinafter called the SELLER, agrees to SELL and

Haverhill Housing Authority, 25-C Washington Square, Haverhill, MA, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land and buildings thereon, located at 60 Brown Street, Haverhill, Massachusetts, and shown on Lot 17 of Block 151 in Assessor's Map Book 423 at the City of Haverhill Assessor's Office.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto including an insurable title, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) any liens for municipal betterments assessed after the date of *the closing*;
- (c) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises; as office, maintenance facility and storage

Any dispute concerning a title matter that is the subject of a title standard or practice standard of the Real Estate Bar Association of Massachusetts in effect at the time of the delivery of the deed shall be governed by said standard to the extent applicable.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Two Hundred Thousand Dollars (\$200,000.00), to be paid at the time of delivery of the deed by certified cashiers, treasurer's or bank check.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at two o'clock P.M. on _____, 2017 at the office of the Buyer's attorney or Essex South Registry of Deeds, or such other location as the parties agree in writing.

It is agreed that time is of the essence of this Agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, free of all tenants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, (c) in broom clean condition, and (d) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. Buyer is purchasing the premises in "as is" condition.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use **reasonable efforts*** to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days, provided BUYER can extend its Mortgage Financing Commitment at no additional cost.

* reasonable efforts shall not require the Seller's expenditure of more than one percent of the purchase price.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other

obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

The terms "acceptance of a deed" and delivery of a deed shall mean its' recording in the Registry of Deeds.

14. USE OF PURCHASE MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or as soon as possible thereafter, in accordance with local conveyancing practices.

Except that discharges of mortgages or liens which are held by institutional lenders and are being satisfied in full from SELLER'S sale proceeds may be delivered subsequent to the closing within a reasonable time period in accordance with local practice and custom, provided that a written payoff statement is obtained from such institutional lender by time of closing. All other title closing instruments are to be delivered to the closing by Seller, unless at, or prior to closing, arrangements are made for the later recording of an instrument so procured, in accordance with customary closing practices and satisfactory to Buyer's mortgage lender.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises "As currently Insured".

16. DEPOSIT

Any deposits made hereunder shall be held in escrow by the Seller's attorney, William Cox, Haverhill City Solicitor, as escrow agent in an IOLTA Trust Account, a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER or in the absence of such instructions may institute an interpleader action in a court of property jurisdiction and pay over said amount to the clerk of court in which such action is pending.

17. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the Seller's sole remedy at law and equity for Buyer's default.

18. NO BROKER, REALTOR, SALES AGENT

There is no person, whether real estate broker, realtor, buyer's agent or other entitled person contractually obligation or otherwise entitled at law or in equity to any realtor's commission, finder's fee, or other form of compensation in connection with the sale of this property.

Buyer and Seller represent to each other that neither has dealt with any broker or other person in connection with this transaction and each agrees to hold the other harmless and indemnify the other from any loss, costs, damages, expenses or liability including attorney's fees, incurred by the other arising out of or resulting from breach of this warranty or failure of this representation. The provision of this paragraph shall survive delivery of the deed.

19. LIABILITY OF TRUSTEE, SHAREHOLDER BENEFICIARY, etc.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

20. WARRANTIES AND REPRESENTATIONS

The Buyer acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement previously made in writing, except for the following additional warranties and representations, if any, made by the SELLER: The subject property is being purchased "as is".

21. MORTGAGE CONTINGENCY CLAUSE

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of two hundred thousand dollars (\$200,000.00) at prevailing rates, terms and conditions. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained on or before July 6, 2017, the BUYER may terminate this agreement

by written notice to the SELLER or SELLER'S Attorney, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits one complete mortgage loan application conforming to the foregoing provisions on or before June 6, 2017.

Such mortgage conditions shall not include or require expenditures or services to be performed by or provided by SELLER at SELLER'S expense unless SELLER agrees to same in writing. The inclusion of such expenditures or requirements of the SELLER without SELLER'S written consent shall make this Agreement null and void and the deposit shall be returned to Buyer.

22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. PROPERTY ZONING AND COMPLIANCE CONTINGENCY

This Agreement is subject to the following provisions; all to be determined/confirmed by the Buyer to its satisfaction.

- i) the Property is zoned for present business use as commercial medical.
- ii) the Seller has received no notice or communication from any municipal, county, state or federal agency asserting or alleging that the Property is or may be in violation of the provisions of any applicable, local, state or federal codes, laws, regulations and ordinances relating to zoning, building, environmental or health matters, which has not heretofore been rectified, nor is the Seller aware of any violation. The Seller further represents that the proper and necessary permits were applied for and obtained for all work performed on the premises, as required.
- iii) that all applicable local, state and federal agencies will allow Buyer to conduct its proposed use which is apartments and office.

If the Buyer does not determine/confirm these conditions on or before the mortgage commitment date, these conditions will be deemed acceptable/satisfactory to the Buyer, and this condition will lapse.

If any such conditions are determined not to be acceptable/satisfactory to the Buyer, the Buyer shall provide written notice to Seller of such specific unacceptable/unsatisfactory condition, and upon receipt of such notice, Seller shall deem this agreement null and void and all payments made

24. INSPECTION CONTINGENCY

The Buyer has had the opportunity to obtain and complete such property, structural, mechanical, systems, environmental, termite, pest and any other such inspections that the Buyer chooses.

The Buyer is satisfied with such inspection results and any such inspection contingency contained in the Offer to Purchase dated May 24, 2017 has lapsed, and is of no force and effect.

25. LIABILITY OF TRUSTEE, SHAREHOLDER OR BENEFICIARY

If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing nor any shareholder shall be personally liable for any obligation express or implied, hereunder.

The Trustee is authorized by the Beneficiaries of the Trust to sign this Agreement.

26. NOTICES

All notices required or to be given hereunder shall be in writing and deemed duly given when delivered by hand, or mailed by registered or certified mail, return receipt requested postage, registration or certification charges prepaid, to the parties' address indicated herein or to such other addresses as may from time to time be designated by either party by written notice to the other:

In the case of the Seller:

William Cox, City Solicitor
City of Haverhill
4 Summer Street
Haverhill, MA 01830

In the case of the Buyer:

Haverhill Housing Authority,
c/o Joseph A. Cleary, Esquire
345 Main Street
Haverhill, MA 01830
(978) 373-2200

27. AUTHORIZATION TO SIGN EXTENSIONS AND NOTICES

In order to facilitate the execution and delivery of certain documents contemplated hereby the parties give their respective attorneys the actual authority to execute and deliver on each party's behalf any agreement modifying the time for performance of any event hereunder or any notice that may be given under this agreement, and the parties may rely upon the signature of such attorneys (including faxed signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein.

28. NO NOTICE OF VIOLATIONS

The Seller hereby represents and covenants that of the date hereof the Seller has received no notice or communication from any municipal, county, state or federal agency asserting or alleging that the premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters, which has not heretofore been rectified, nor is the Seller aware of any such violation. The Seller further represents that the proper and necessary permits were applied for and obtained for all

work performed on the premises, as required. The within provisions shall survive delivery of the deed.

29. UPKEEP OF PREMISES

Between the date hereof and the closing, the Seller shall maintain and service the premises and its appurtenances at the same level of effort and expense as the Seller has maintained or serviced the premises for the Seller's own account prior to this agreement, however, it is understood that the premises are being sold "as is".

30. CONDITION OF PREMISES

Seller hereby states that all systems of the premises, including, but not limited to, air conditioning, heating, plumbing, electricity, and appliances shall be in the same operating condition as of the time of Buyer's inspection, except otherwise set forth herein.

31. ACCESS

The Buyer and their agents shall have a right of access to the premises prior to the time specified for the delivery of the Seller's deed for the purpose of inspecting the condition of the premises or showing the premises to perspective mortgage lenders, or their agents and appraisers. Said right of access shall be exercised only in the presence of Seller or Seller's agent(s) and only after reasonable notice to the Seller.

32. LEASE TO HPS

Buyer shall at the time of closing execute lease for a period of five years with the Haverhill Public Schools (lessee) for continued use of the barn facility at the rate of \$1 per year.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER

James J. Fiorentini, Mayor
City of Haverhill, Massachusetts

BUYER

Haverhill Housing Authority by
Robert V. Driscoll, its Chairman, duly authorized

Approved as to Form:

City Solicitor



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

12,1,2

ORDERED:

That the sum of **\$464,893.16** be transferred from the following Water Capital and Expense accounts and transferred to Capital Projects Accounts as listed below:

FROM:

<i>Water Capital</i>	<i>\$214,893.16</i>
<i>Water Expense</i>	<i>\$250,000.00</i>

TO:

<i>Water Supply Capital</i>	<i>\$ 58,699.48</i>
<i>Water Distribution Capital</i>	<i>\$ 55,112.00</i>
<i>Water Meter Replacement</i>	<i>\$351,081.68</i>

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

July 7, 2017

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

RE: Transfer for Water Department

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

Attached, please find an order that the sum of \$464,893.16 to be transferred from the following Water Capital and Expense Accounts and transferred to Capital Projects Accounts as listed below:

From:	
Water Capital-	\$214,893.16
Water Expense-	\$250,000.00

To:	
Water Supply Capital-	\$58,699.48
Water Distribution Capital-	\$55,112.00
Water Meter Replacement-	\$351,081.68

I recommend approval.

Very truly yours,

James J. Fiorentini (dwa)
James J. Fiorentini
Mayor

JJF/dsvd



Haverhill

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

July 6, 2017

To: The Honorable James J. Fiorentini
Mayor of Haverhill

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

Subject: Request to Transfer Water Funds

It is hereby requested that the amount of four hundred sixty-four thousand, eight hundred ninety-three and sixteen hundredths be transferred as follows:

<u>From: Line Item</u>	<u>Code</u>	<u>Amount</u>
Water Treatment Maintenance Capital	6010050.1.0454.5255	\$3,599.88
Water Infrastructure	6010050.1.0454.5840	\$55,112.00
Water Capital Outlay	6010050.1.0454.5870	\$97,481.80
Water Supply Expenditures	6010050.1.0454.5832	\$58,699.48
Water Expense	6010050.1.0454	\$250,000.00

<u>To: Line Item</u>	<u>Code</u>	<u>Amount</u>
Water Supply Fee Expenditures	3111024.1.0000.5001	\$58,699.48
Water Distribution Improvements	3111017.1.0000.5001	\$55,112.00
Water Meter Replacement	3111016.1.0000.5001	\$351,081.68

With your approval I will have the Auditor's Office prepare the City Council document for City Council approval.

If you need additional information, do not hesitate to call me at extension 2328 or via email at rward@haverhillwater.com.

cc: Charles Benevento, City Auditor/Finance Director, cbenevento@cityofhaverhill.com
Patricia Martel, Deputy Finance Director, pmartel@cityofhaverhill.com
Mike Stankovich, DPW Director, mstankovich@cityofhaverhill.com
William Pauk, Finance/Project Manager, wpauk@haverhillwater.com
John D'Aoust, WTP Facility Manager, jdaoust@haverhillwater.com



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of **\$85,000** be transferred from the following Wastewater Salary & Benefit accounts and transferred to the following Wastewater Expense accounts :

FROM:

<i>Wastewater Health</i>	<i>\$22,000</i>
<i>Wastewater Salary</i>	<i>\$36,000</i>
<i>Stormwater Salary</i>	<i>\$27,000</i>

TO:

<i>Wastewater Expense</i>	<i>\$85,000</i>
---------------------------	-----------------

12.1.3



Haverhill

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

June 28, 2017

To: The Honorable James J. Fiorentini
Mayor of Haverhill

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

Subject: Request to Transfer Wastewater Funds

It is hereby requested that the amount of sixty-three thousand dollars be transferred:

<u>From: Line Item</u>	<u>Code</u>	<u>Amount</u>
Salaries & Wages – Wastewater	6010040.1.0442.5110	\$36,000
Stormwater – Salaries	6010040.1.0443.5110	\$27,000

<u>To: Line Item</u>	<u>Code</u>	<u>Amount</u>
Sludge Disposal	6010040.1.0442.5291	\$63,000

The additional funds are needed to pay for sludge disposal at the wastewater treatment plant.

With your approval I will have the Auditor's Office prepare the City Council document for City Council approval.

If you need additional information, do not hesitate to call me at extension 2328 or via email at rward@haverhillwater.com.

cc: Charles Benevento, City Auditor/Finance Director, cbenevento@cityofhaverhill.com
Patricia Martel, Deputy Finance Director, pmartel@cityofhaverhill.com
Mike Stankovich, DPW Director, mstankovich@cityofhaverhill.com
William Pauk, Finance/Project Manager, wpauk@haverhillwater.com

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

July 7, 2017

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

RE: Transfer for Wastewater Department

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

Attached, please find an order that the sum of \$85,000 be transferred from the following Wastewater Salary & Benefits Account and transferred to the following Expense Accounts:

From:

Wastewater Health- \$22,000
Wastewater Salary- \$36,000
Storm water Salary- \$27,000

To:

Wastewater Expense- \$85,000

I recommend approval.

Very truly yours,

James J. Fiorentini
Mayor

JJF/dsvd



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the sum of **\$1,035,771** be transferred to/from the following accounts as stated below to close out FY2017:

FROM:

\$ 39,100 Constituent Services Salary
\$ 31,600 Salary Reserve
\$ 53,000 Health Insurance-City
\$128,000 Health Insurance-School
\$ 43,534 Health Insurance-School
\$ 21,100 Police Expense
\$ 2,120 Legal Expense
\$ 7,250 Treasurer Expense
\$ 2,650 Assessing Expense
\$ 6,325 Council Expense
\$ 5,200 Planning Expense
\$ 2,250 Highway Salary
\$ 3,450 Municipal Garage Expense
\$102,120 Snow & Ice Salary
\$528,952 Budget Reserve
\$ 20,120 Refuse Collection Expense
\$ 39,000 Liability Insurance

TO:

\$ 19,600 Mayor Salary
\$ 19,000 Human Resources Salary
\$ 500 Constituent Services Expense
\$ 3,300 Auditing Salary
\$ 2,700 Purchasing Salary
\$ 7,300 Assessing Salary
\$ 1,300 Conservation Salary
\$ 16,000 Human Resources Expense
\$ 1,000 Veterans Salary
\$ 53,000 Veterans Benefits
\$128,000 State Assessment-Charter School
\$ 43,534 State Assessment-Special Education
\$ 2,120 Legal Salary
\$ 7,250 Treasurer Salary
\$ 2,650 Assessing Salary
\$ 6,325 Council Salary
\$ 5,200 Planning Salary
\$ 2,250 Public Works Admin Salary
\$ 3,450 Public Works Admin Exp
\$102,120 Snow & Ice Expense
\$528,952 Snow & Ice Expense
\$ 20,120 Refuse Collection Salary
\$ 39,000 Police Salary
\$ 21,100 Police Salary

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

July 7, 2017

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

RE: End of Year Transfers

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

Attached, please find an order that the sum of \$1,035,771 be transferred to/from the following accounts as stated on the attached order to close out FY2017.

I recommend approval.

Very truly yours,

James J. Fiorentini (dsvd)

James J. Fiorentini
Mayor

JJF/dsvd

CITY COUNCIL

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



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

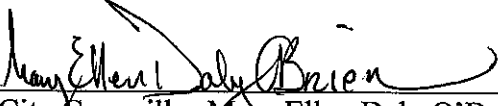
13.1

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

June 26, 2017

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

Councillor Mary Ellen Daly O'Brien would like to request a discussion about Merrimack Street bump outs.


City Councillor Mary Ellen Daly O'Brien

CITY COUNCIL

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



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

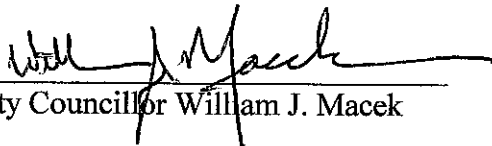
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CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycncl@cityofhaverhill.com

June 30, 2017

Mr. President and Members of the City Council:

Councillor Macek requests a discussion in regards to traffic and public safety concerns on Groveland Road in Bradford.



City Councillor William J. Macek

CITY COUNCIL

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



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

13,3

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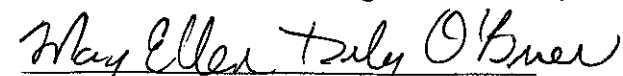
July 5, 2017

Mr. President and Members of the City Council:

Councillors Barrett, LePage and Daly O'Brien request a discussion and an update concerning the status of the HHS girls' softball facility to comply with Title IX and ADA requirements.


City Councillor Melinda Barrett


City Councillor Colin LePage


City Councillor Mary Ellen Daly O'Brien

CITY COUNCIL

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



CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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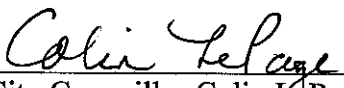
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycndl@cityofhaverhill.com

July 5, 2017

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

Councillors McGonagle and LePage request a discussion and an update concerning pending Public Safety Capital projects as recently detailed by Public Safety officials.


City Councillor Michael McGonagle *sm*


City Councillor Colin LePage *sm*

141

CITY COUNCIL

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



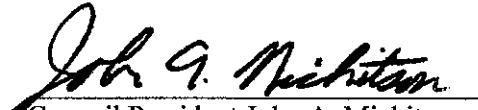
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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


June 23, 2017

TO: Members of the City Council:

Council President Michitson wishes to introduce Ronald MacLeod to speak about North Avenue improvements.


Council President John A. Michitson

IN CITY COUNCIL: June 27 2017
Postponed to July 11 2017
Attest:


City Clerk



DOCUMENT 9T

14.2

CITY OF HAVERHILL

In Municipal Council June 27 2017

~~ORDINANCE~~

MUNICIPAL ORDINANCE

CHAPTER 240

An Ordinance Relating to Parking (23 Arch Avenue—Delete Handicap Parking)

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

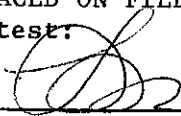
LOCATION	REGULATION	HOURS/DAYS
<u>23 Arch Avenue</u>		
In front of 23 Arch Avenue except for 1-24 hour handicap parking space at No. 23	No Parking	24 Hours

APPROVED as to legality:

City Solicitor
William D. Cox, Jr.

PLACED ON FILE for at least 10 days

Attest:



City Clerk



Haverhill

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

June 22, 2017

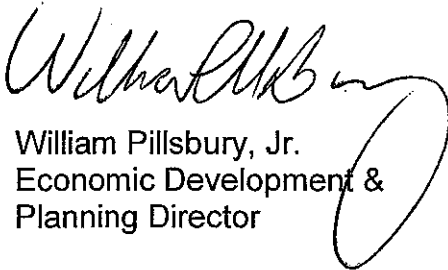
John A. Michitson, Council President
& City Councilors
City Hall—Room 204
City of Haverhill

RE: 23 Arch Avenue—DELETE—Handicap Parking Space

Dear Council President Michitson & Councilors:

As per your request dated 6/21/2017, and as requested by Councilor Michael McGonagle in the attached communication dated 6/21/17, I am submitting the Municipal Ordinance that will delete the handicap parking space at number 23 Arch Avenue.

Sincerely,



William Pillsbury, Jr.
Economic Development &
Planning Director

WP/lr

CITY COUNCIL

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



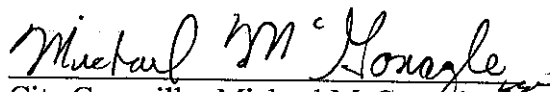
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

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

June 14, 2017


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

Councillor Michael McGonagle requests the removal of a handicap parking space at 23 Arch Avenue as it is no longer needed.


City Councillor Michael McGonagle

IN CITY COUNCIL: June 20 2017
REFER TO PLANNING FOR ORDINANCE

Attest:



City Clerk



DOCUMENT 13-c

CITY OF HAVERHILL

In Municipal Council

~~ORDERED~~

14,3

MUNICIPAL ORDINANCE

CHAPTER

AN ORDINANCE RELATING TO
SALARIES FOR ADMINISTRATIVE & PROFESSIONAL POSITIONS

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

"MAYOR	MAYOR	\$90,000.00
CITY COUNCIL	PRESIDENT	\$14,384.00**
	COUNCILLORS (8)	\$12,884.00**"

by inserting in place thereof the following:

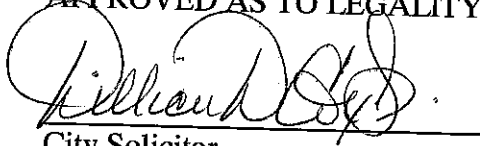
"MAYOR	MAYOR	\$110,000.00
CITY COUNCIL	PRESIDENT	\$18,000.00**
	COUNCILLORS (8)	\$15,000.00**"

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

An Elected Official Salary Study Commission shall be appointed by the Mayor on or about November 1, 2020, and every four years thereafter, to review and make recommendations for adjustments to the salary schedule for elected officials.


Effective Date: January 1, 2018

APPROVED AS TO LEGALITY:


City Solicitor

PLACED ON FILE for at least 10 days

Attest:


City Clerk



DOCUMENT 81

CITY OF HAVERHILL

In Municipal Council

14.4

~~ORDERED~~

MUNICIPAL ORDINANCE

CHAPTER 222

AN ORDINANCE RELATING TO OUTDOOR DINING

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill is amended by adding a new Chapter 222, as amended, be further amended by adding the following:

ARTICLE XI OUTDOOR DINING

222-63 Allowed Use of Sidewalk Areas.

By adding the following words at the beginning of the first paragraph:

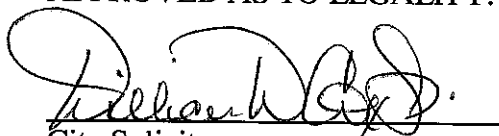
"Food and Beverage Service - "

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


" No Food and Beverage Service - Notwithstanding any other provisions of the Code of the City of Haverhill, licensed food service establishments located within any zoning district on a public way may use a contiguous adjacent sidewalk area to place movable tables, chairs or benches from March 1st to October 31st provided they do not seek to serve food and beverages on the area. The adjacent sidewalk must be at least four (4) feet in width and restricted to pedestrian traffic only. Use of the adjacent sidewalk area must comply with the provisions of sections 222-66 to 222-69 below, however no permit or further permission shall be required. Prior to use of the adjacent sidewalk area the establishment must complete a sidewalk placement notice as required by the Director of Public Works, who shall be responsible for enforcement of the provisions of this paragraph. No sidewalk bond shall be required, however, the establishment must name the City of Haverhill as an additional insured for general liability coverage in an amount of not less than \$1 million dollars for the seasonal period, and, provide proof of same. No permit holder shall obtain any property right in the continued private commercial use of the public sidewalk. "

81

APPROVED AS TO LEGALITY:


City Solicitor

IN CITY COUNCIL: June 20 2017
PLACED ON FILE for at least 10 days
Attest:


City Clerk

JAMES J. FIORENTINI
MAYOR



CITY OF HAVERHILL
MASSACHUSETTS

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

June 16, 2017


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

RE: Municipal Ordinance regarding outdoor dining with the addition of no food and beverage service

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

Attached is an ordinance related to outdoor dining with the addition of no food and beverage service. This ordinance gives more options to businesses.

Very truly yours,



James J. Fiorentini
Mayor

JJF/lyf

CITY OF HAVERHILL

MASSACHUSETTS

CITY SOLICITOR'S OFFICE

145 South Main Street

Bradford, MA 01835

(978) 373-2360


FAX: 978/891-5424

EMAIL: billcoxlaw@aol.com

WILLIAM D. COX, JR.
CITY SOLICITOR

July 6, 2017

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

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

RE: Ordinance - Outdoor Dining Amendment

A review of the above proposed Ordinance, which will be before you at your next meeting for final action, has generated a few friendly amendments to the document. They are as follows:

1. That the document be amended by deleting the words "ARTICLE XI" and by inserting in place thereof the words "ARTICLE XII"; and, by deleting the numbers "222-63" and by inserting in place thereof the numbers "222-66";
2. That the document be amended by deleting the numbers "222-66 to 222-69" and by inserting in place thereof the numbers "222-66 and 222-69";
3. That the document be amended by the adding the words "or his/her designee," after the words "Director of Public Works,"; and,
4. That the document be amended by deleting the words "permit holder" from the last sentence and by inserting in place thereof the words "establishment who completes a sidewalk placement notice"

I recommend approval of the above amendments. Should you have any questions or concerns, please do not hesitate to contact me.

cc: James J. Fiorentini, Mayor



DOCUMENT 82

CITY OF HAVERHILL

In Municipal Council

14.5

ORDERED

MUNICIPAL ORDINANCE

CHAPTERS 36, 104 & 191

AN ORDINANCE RELATING TO FEES AND RECEIPTS; AMUSEMENTS - PUBLIC SHOWS AND EXHIBITIONS; and, PEDDLING AND SOLICITING

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 36 of the Code of the City of Haverhill, as amended, being and is hereby further amended as follows:

§ 36-7. Waiver of Fee or Charge

By deleting this section in its entirety and inserting in place thereof the following:

“The City Council and Mayor shall have authority to waive fees or charges due to the City of Haverhill which are set by order, ordinance or state law. No fees or charges due to the City of Haverhill shall be waived where prohibited by state law. The waiving of any fee or charges by the City Council and Mayor shall be subject to the conditions below:

A. Only nonprofit organizations seeking approval for projects or events for the benefit of the public where at least 80% of the labor is being performed by volunteers shall qualify.

B. The applicant shall provide the name and address of the organization, along with the names of the executive officers and board members. The application shall include the specific fees or charges sought to be waived and a dollar total. The applicant shall provide any documentation or information requested, including but not limited to project and/or organizational financial information.”

BE IT ORDAINED by the City Council of the City of Haverhill that Chapter 104, Article IV. Public Shows and Exhibitions, of the Code of the City of Haverhill, as amended, being and is hereby further amended as follows:

§ 104-29. Application fee; maximum number of licenses.

By deleting this section in its entirety and inserting in place thereof the following:


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

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

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

June 15, 2017

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

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

RE: Ordinance - Fees and Receipts, Amusements - Public Shows and Exhibitions,
and, Peddling and Soliciting

As requested by the Administration and Finance Committee, submitted your City Council action is an ordinance to amend certain provisions of the City Code regarding Fees and Receipts, Amusements - Public Shows and Exhibitions, and, Peddling and Soliciting. Attached is a copy of the current provisions with the proposed changes noted.

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

cc: James J. Fiorentini, Mayor

Chapter 36. Fees and Receipts

[HISTORY: Adopted by the City Council of the City of Haverhill as part of Ch. 2 of the 1963 City Code (Ch. 2, Art. VIII, of the 1980 Code). Amendments noted where applicable.]

GENERAL REFERENCES

Miscellaneous public charges and fees — See Ch. 128.

§ 36-1. Filing bills and claims.

[Amended 7-10-2007 by Doc. 76]

Every officer, board or department shall, except as otherwise provided in this Code, file weekly with the Auditor of Accounts itemized bills of all claims which may have become due the City in their respective departments during the preceding week, such bills to be filed in the manner prescribed by the Auditor of Accounts, who shall transmit the bills to the Treasurer for collection.

§ 36-2. Collection of charges, sales and fines.

[Amended 7-10-2007 by Doc. 76]

Proper charges for services legally rendered by, or for articles legally sold from, or for fines legally due to any department or institution under the control or authority of the City, or of the School Committee, or of the Board of Health, or of public library trustees, may be made, collected and receipted for by such officers and persons as are authorized by law or ordinance to make, collect and receipt for such charges, sales or fines. Complete and detailed records of receipts of all such charges, sales or fines must be kept by all such officers and persons so authorized.

§ 36-3. Filing of statement of items and fees collected.

[Amended 7-10-2007 by Doc. 76]

Every officer, person, board or department, except the Treasurer and Collector of Taxes, authorized in any manner to receive and receipt for fees or other cash items in behalf of the City which may by law or ordinance be required to be paid into the City treasury shall, unless otherwise provided, file weekly a complete statement of all such cash items and fees so received by him or it during the week preceding with the Auditor of Accounts, who shall make a suitable record thereof and shall deliver to the officer, person, board or department presenting the same an order directing the Treasurer to receive the sums therein named, and stating the accounts upon which such moneys have been received. Such officer, person, board or department shall thereupon file such order with the Treasurer and pay over to him the sums therein stated.

§ 36-4. Proper authority required to receive money.

Nothing herein contained shall be construed as authorizing any officer, person, board or department to

82
“The application fee for nonprofit organizations conducting public events, theatrical exhibitions, public shows, public amusements and exhibitions shall be \$50. Otherwise fees shall be as follows:

- A. The nonrefundable application fee for public events, theatrical exhibitions, public shows, public amusements and exhibitions shall be as follows:

Anticipated Persons Attending (Single Event)	Fee
Less than 500	\$50
Less than 1,000	\$100
Less than 2,500	\$150
Less than 5,000	\$300
More than 5,000	\$500

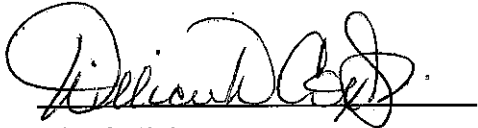
- B. The City Council may increase the above fee for any application for which the actual expenses of a review and hearing process exceed those fees stated above.
- C. In any calendar year, the City Council may grant a maximum of three public event licenses, with a minimum of 60 days between events, on any privately owned land parcel(s) throughout the City.
- D. In addition, any licensee licensed under the above provisions shall be responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for public safety as a result of the public event, exhibition, show, or amusement.

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

§ 191-12. Special Events.


By deleting sub-section “B” in its entirety.

APPROVED AS TO LEGALITY


City Solicitor

PLACED ON FILE for at least 10 days

Attest:


City Clerk

receive any money in payment of claims due the City which the Treasurer or Collector of Taxes is required by law or ordinance to collect; or to collect or receive any money, fees or cash items due the City otherwise than is authorized or provided for above; provided, however, that the City Council may designate a suitable person or persons to receive payment of and receipt for certain accounts when such action may by it be deemed for the best interests of the City.^[1]

[1] *Editor's Note: Original § 2-103 of the 1980 Code, Treasurer to furnish Council with list of unpaid claims, which immediately followed this section, was deleted 7-10-2007 by Doc. 76.*

§ 36-5. Schedules of fees and fines.

[Added 7-10-2007 by Doc. 76]

Each department, division or officer shall provide a current schedule of fees and fines for all licenses, permits, violations, services or other charges under its jurisdiction to the City Council at the annual budget review for the purpose of determining the adequacy of the fee or fine, along with recommendations as to any adjustments to fees or fines.

§ 36-6. Checks not duly paid.

[Added 1-29-2013 by Doc. 17]

- A. If a check in payment of a municipal service rendered or fee or charge imposed, including the School Committee, Board of Health, or the public library trustees, is not duly paid, there may, in addition to any other penalty provided by law, be imposed on the person who tendered such check, upon notice and demand by the City Treasurer, a penalty in an amount equal to 1% of the amount of such check; provided, however, that if the amount of such check is less than \$2,500, the penalty under this section shall be \$25.
- B. Any person upon whom such a penalty is imposed may appeal to the Massachusetts Commissioner of Revenue who shall abate the same if he determines that such person tendered such check in good faith and with reasonable cause to believe that it would be paid.

§ 36-7. Waiver of fee or charge.

[Added 3-12-2013 by Doc. 22]

The City Council and Mayor shall have authority to waive fees or charges due to the City of Haverhill which are set by order, ordinance or state law. No fees or charges due to the City of Haverhill shall be waived where prohibited by state law. The waiving of any fee or charges by the City Council and Mayor shall be subject to the conditions below:

- A. Only nonprofit organizations seeking ^{approval} to waive fees for projects or events ^{for the benefit of the public} where at least 80% of the labor is being performed by volunteers shall qualify.
- ~~B. The total amount of fees which can be waived in any fiscal year shall be subject to appropriation in the City's annual budget.~~
- C. ~~Any qualified nonprofit organization seeking a waiver of fees or charges shall file a request with the City Clerk's office. The applicant shall provide the name and address of the organization, along with the names of the executive officers and board members. The application shall include the specific fees or charges sought to be waived and a dollar total. The applicant shall provide any documentation or information requested, including but not limited to project and/or organizational financial information. Any application to waive fees or charges shall be submitted to the department which collects the fees~~

~~or charges and/or any department which performs services for which fees or charges are requested to be waived for review and comment prior to the request being taken up by the City Council.~~

~~D. When the Mayor declares a public emergency, fees or charges may be waived by order of the Mayor. Said fees or charges shall not be subject to any of the above requirements or limitations.~~

~~E. Any fees waived in accordance with other provisions of this Code shall not be subject to the above provisions and shall remain in full force and effect unless otherwise repeated.~~

§ 36-8. Waiver of fees to advance major economic development projects.

[Added 9-8-2015 by Doc. 111]

Notwithstanding the provisions of § **36-7** or any other provisions of this Code, the Mayor shall have authority to waive certain building permit fees due to the City of Haverhill which are set by order, ordinance or state law to advance major economic development projects within the City of Haverhill. No fees due to the City of Haverhill shall be waived where prohibited by state law. The waiving of any fee by the City Mayor shall be subject to the conditions below:

- A. To be considered a major economic development project, the project must produce a total development cost in excess of \$30 million dollars, create no fewer than 100 new jobs, and result in not less than a twenty-five-percent increase in annual real estate taxes. The project must also use best efforts to hire not less than 30% local residents in the construction of the project, which shall be monitored by the Planning and Economic Development Director for performance.
- B. The total amount of building fees which can be waived on any one project shall not exceed 25% of those required to be paid by order, ordinance or state law.
- C. The applicant shall provide the City with detailed evidence to support and confirm that the project is a major economic development project and complies in all regards with the requirements of this section.
- D. Any qualified major economic development project seeking a waiver of fees or charges shall file a request with the Planning and Economic Development office. The applicant shall provide the name and address of the organization, along with the names of the executive officers. The application shall include the specific fees or charges sought to be waived and a dollar total. The applicant shall provide any documentation or information requested, including but not limited to project and/or organizational financial information. Any application to waive fees shall be submitted to the Building Inspector for review and comment.
- E. In the event that the project should at any time cease to be a major economic development project as defined by this section, the reduced fee amount shall immediately be due and payable to the City as if the fees were never waived.

Chapter 104. Amusements

Article IV. Public Shows, Exhibitions and Events

[Adopted 8-5-2014 by Doc. 49-A^[1]]

[1] *Editor's Note: This ordinance also repealed former Art. IV, Public Shows and Exhibitions, adopted as Ch. 35 of the 1963 City Code (Ch. 104, Art. IV, of the 1980 Code), as amended.*

§ 104-25. License required.

Except as otherwise permitted or excluded elsewhere in Chapter 104, Article IV, no person shall set up, promote, exhibit or maintain any theatrical exhibition, public show, public amusement or exhibition of any description to which admission is obtained by the payment of money, or by the delivery of any ticket or voucher obtained for money or by the delivery of any other valuable thing without first obtaining a license therefor from the City Council. Regardless of whether a fee is charged, no person shall set up, promote, exhibit or maintain a public event, which is defined as any event open to the public, such as a carnival, festival, fair, or other outdoor event at which the public will gather, without first obtaining a license therefor from the City Council.

§ 104-26. Application.

- A. The application for such a license shall be in writing at least 30 days prior to the scheduled date(s) and shall fully and specifically describe the conditions of the proposed public event, exhibition, show, or amusement and the premises upon which the proposed public event, exhibition, show, or amusement is to take place, to the extent that such conditions or premises would affect the public safety, health or order. The application shall include written proof of permission from the owner of the property where the event will take place [including documentation pursuant to § 104-27A(4)], copies of any event agreements, including leases and contracts for entertainers, performers, sound, stage, cleaning, security, vendor, catering or food services, and proof of adequate insurance coverage. The application shall also include the number of anticipated attendees' total parking spaces available on site or arrangements for off-site parking, any charges or fees for parking, plans for solid waste disposal and recycling collection, and the number of public restrooms available, permanent or portable.
- B. Upon request of any City official reviewing the application or the City Council, the applicant shall, in addition, furnish reasonable information concerning the conditions of the premises and actions to be taken in order to prevent danger to the public safety, health, or order. The application shall be submitted to the Police Chief, Fire Chief, Health Inspector or Board of Health, Building Inspector and Public Works Director for review and comment prior to the City Council hearing.
- C. For those applications where the anticipated persons attending is 1,000 or more, the City Clerk's office shall notify all direct abutters, as determined by the City Assessor, no less than 48 hours before the scheduled hearing date of the nature of the hearing along with the location, date and time of the hearing by use of the City's electronic message service system(s).

§ 104-27. Hearing.

- A. Within 27 days following receipt by the City Clerk's office of a completed license application, the City Council shall open a hearing and upon conclusion of said hearing shall either grant or deny such license upon a finding that issuance of such a license would lead to the creation of a nuisance or would endanger the public health, safety or order by:
- (1) Unreasonably increasing pedestrian or vehicular traffic in the area in which the premises are located; or
 - (2) Increasing the potential or opportunity for illegal or disruptive conduct in the area in which the premises are located; or
 - (3) Unreasonably increasing the level of noise in the area in which the premises are located; or
 - (4) Failing to provide the City Council with proper prior approval from the department or oversight authority of land that is protected or restricted by agreement with the state or federal government; or
 - (5) Negatively impacting the quality of life in the surrounding area; or
 - (6) Violation of federal, state and local laws, regulations or ordinances.
- B. No applicant having been denied a license as aforesaid shall submit the same or a similar application within one year of said denial without including in said new application facts showing that the circumstances upon which the original denial was based have substantially changed.

§ 104-28. Conditions on issuance of license.

Licenses for public events, theatrical exhibitions, public shows, public amusements and exhibitions of every description shall be granted subject to all the provisions of law and to public safety, health or order, or to steps required to be taken to guard against creation of a nuisance, or to insure adequate safety and security for patrons or the affected public which are not inconsistent with law or ordinance as the City Council may from time to time determine and impose. No licensee shall exceed the number of attendees listed on the license without the express approval of the Police Chief or his/her designee.

§ 104-29. Application fee; maximum number of licenses.

The application fee for non profit organizations conducting public events, theatrical exhibitions, public shows, public amusements and exhibitions shall be \$50, otherwise fees shall be as follows.

- A. The nonrefundable application fee for public events, theatrical exhibitions, public shows, public amusements and exhibitions shall be as follows:

Anticipated Persons Attending (Single Event)	Fee
Less than 500	\$50
Less than 1,000	\$100
Less than 2,500	\$150
Less than 5,000	\$300
More than 5,000	\$500

- ~~B. For reoccurring, substantially similar events of four or more held by a single registered nonprofit group in a calendar year on property owned by the nonprofit group, public property or a religious society, the single nonrefundable application fee for public events, theatrical exhibitions, public shows,~~

public amusements and exhibitions shall be as follows:

Anticipated Persons Attending (Multiple Events)

Fee

Less than 500	\$100
Less than 1,000	\$200
Less than 2,500	\$300
Less than 5,000	\$400
More than 5,000	\$500

- C. The City Council may increase the above fee for any application for which the actual expenses of a review and hearing process exceed those fees stated above.
- ~~D. The City Council may waive the above fees for any City-sponsored event or for registered nonprofit groups who are conducting the public events, theatrical exhibitions, public shows, public amusements and exhibitions for a wholly charitable purpose.~~
- E. In any calendar year, the City Council may grant a maximum of three public event licenses, with a minimum of 60 days between events, on any privately owned land parcel(s) throughout the City.
- F. In addition, any licensee licensed under the above provisions shall be responsible for the cost of any damage that occurs to public property or extraordinary expense necessary for public safety as a result of the public event, exhibition, show, or amusement.

§ 104-30. Cancellation of license.

Failure or neglect on the part of any licensee licensed under the above provisions to observe and obey the laws of the commonwealth, the ordinances of the City or the rules, regulations and orders of the City Council conditioning or relating to such license, or to observe and obey any order of the Mayor or of the Chief of Police in relation to the discontinuance, alteration, modification or removal of any performance, act, feature, picture or event according to the provisions of § 104-31 shall operate as a cancellation and determination of the license granted to the licensee.

§ 104-31. Right of entry; assignment of police officers.

- A. The Mayor, the City Council, individually or collectively, the Chief of Police and any police officer while engaged in the performance of his/her duty shall have the right to enter any public event, theater, exhibition hall, public show or other place of public amusement or exhibition at any time.
- B. The City Council may direct, either as a condition of the granting of a license or at any time in the interest of public peace, public morals or public safety, that one or more police officers and/or firefighters shall be assigned, at the expense of the licensee, to attend any licensed public event, theatrical exhibition or performance or other public show, exhibition or amusement for the purpose of seeing that the laws of the commonwealth, the ordinances of the City and the rules, regulations and orders of the City Council are observed and obeyed.

§ 104-32. Censorship.

All licensed theatrical or other public performances, acts, features, pictures or parts thereof performed or presented at any theatre, exhibition hall, public show, public event or other place of public amusement shall be subject to the censorship of the Mayor or the Chief of Police, and any person licensed under the

City of Haverhill, MA
Sunday, April 30, 2017

Chapter 191. Peddling and Soliciting

Article IV. Peddlers and Hawkers, Transient Vendors and Fixed Location Vendors

[Adopted 12-1-1981 by Doc. 212 (Ch. 191, Art. IV, of the 1980 Code)]

[1] *Editor's Note: The title of this article was changed from "Transient Vendors and Peddlers and Hawkers of Seasonal Products" to "Peddlers and Hawkers, Transient Vendors and Fixed Location Vendors" 4-24-2012 by Doc. 51.*

§ 191-8. Definitions.

[Amended 11-9-1982 by Doc. 193; 12-7-2004 by Doc. 155]

The following words shall for the purposes of this article have the following meanings, unless the context requires otherwise:

FIXED LOCATION VENDOR

Any person who, for himself or for another person, engages in the sale of goods, wares, merchandise, food or beverages at a fixed location which is carried on in any fixed or mobile cart, wagon or tables.

[Amended 10-5-2010 by Doc. 104]

HAWKER or PEDDLER

Any person who, for himself or for another person, travels by foot, automobile or any other type of conveyance from place to place, from house to house, or from street to street, taking or attempting to lease or take orders for retail sale of goods, wares, merchandise, or services. This shall include persons engaged in door-to-door sale for future delivery as defined by MGL c. 101, § 34.

[Amended 3-21-2006 by Doc. 39; 3-10-2015 by Doc. 31; 4-28-2015 by Doc. 53]

SEASONAL PRODUCTS

Christmas trees, wreaths, baskets, blooming plants and cut flowers.

TRANSIENT VENDOR

Any person who, for himself or for another person, who engages in a temporary or transient business in the commonwealth selling goods, wares or merchandise, either in one locality or in traveling from place to place. Temporary or transient business shall mean any exhibition and sale of goods, wares or merchandise which is carried on in any tent, booth, building or other structure, unless such place is open for business during usual business hours for a period of at least 12 consecutive months.

§ 191-9. Licenses.

[Amended 11-9-1982 by Doc. 193; 11-14-1989 by Doc. 193-B; 7-13-1993 by Doc. 87; 6-28-1994 by Doc. 99; 2-4-1997 by Doc. 23; 4-20-1999 by Doc. 64; 7-23-2002 by Doc. 116; 6-8-2004 by Doc. 84; 12-7-2004 by Doc. 155]

It shall be unlawful for any person, firm or corporation to engage in the business of hawker/peddler without

[Amended 10-5-2010 by Doc. 104; 3-22-2011 by Doc. 29]

- (1) Winnekenni area, Route 110: one vendor.
- (2) Bradford Common: one vendor.*
- (3) Riverside Park: one vendor.
- (4) Washington Square: one vendor.
- (5) GAR Park: one vendor.
- (6) Swasey Park: one vendor.
- (7) Outside Haverhill Stadium at Lincoln and Nettleton Avenues: one vendor.
- (8) Other areas as approved by the City Council.

* An enclosed cart 8.5 x 12 feet, excluding hitch, is allowed at the Bradford site only. Any party desiring a similar type of cart at any other location must petition the City Council for permission

- B. Vacated locations. Persons who wish to be considered for a permit for one of the above locations, when vacated, may notify the City Clerk, who shall maintain a waiting list, including the person's name, address and a date of receipt. Interested parties shall be notified when a location is vacated and shall have 30 days to apply for issuance of a permit. If more than one person applies for a particular site, preference shall be given to the earliest qualified applicant, as determined by the City Council. If no person has applied for a permit within 30 days or if there are no persons on the waiting list, the location shall be granted to the earliest qualified applicant, if the City Council so determines. The waiting list must be renewed every two years, with those applicants on the list to be notified by the City Clerk by regular U.S. mail to renew the application by November 1. Persons may be permitted for more than one location if allowed by the City Council. Any person with a valid permit who fails to operate his/her location for a period of less than four days per calendar week, Sunday through Saturday, weather permitting, from Memorial Day through Labor Day, may have said permit be subject to revocation by the City Council, after notice and hearing.

[Amended 10-5-2010 by Doc. 104; 3-22-2011 by Doc. 29]

- C. Exceptions. The following areas shall not be permitted to have any type of selling by either a transient vendor or hawker/peddler:
- (1) All municipal parking areas.
 - (2) Plug Pond.
 - (3) Meadowbrook Conservation Area.
 - (4) Within 300 feet of any public school building, notwithstanding the provisions of § 191-2.
 - (5) Within 25 feet of any parade route commencing 1/2 hour prior to the start of said parade, except for those permitted to sell in accordance with § 191-12.

§ 191-12. Special events.

[Amended 7-13-1993 by Doc. 87; 4-20-1999 by Doc. 64; 12-7-2004 by Doc. 155]

- A. Fixed location vendors shall also be permitted to operate during special events, provided that a notification of intent to operate during the special event is filed with the event director or committee at least 30 days prior to said special event and the event director or committee approves the specific location. The event director or committee shall not unreasonably withhold approval for operation

during a special event; however, the event director or committee shall have exclusive jurisdiction over the assigned specific location at which any person(s) may operate.

- ~~B. Notwithstanding the provisions of § 191-9B, the fee for fixed location vendors who are designated as "sponsor vendors" by the event director or committee of a special event, which has been endorsed by the City Council as a municipal enhancing event, shall be waived, provided that a one-time fee of \$250 for all such sponsor vendors is paid by the event director or committee of a special event and each such sponsor vendor files an application pursuant to this article. This fee shall be effective only for the duration of the special event. Sponsor vendors shall comply with all other ordinances, rules and regulations of the City, excepting the requirement of a sidewalk obstruction bond pursuant to § 191-9G which shall be waived if in the opinion of the City Solicitor the special event has sufficient liability insurance coverage.~~

[Added 10-18-2005 by Doc. 136-B]^[1]

- [1] *Editor's Note: Original § 191-7.4, Street vending during the Great Race on June 13, 1998, added 5-26-1998 by Doc. 83, which followed this section, was repealed 6-8-2004 by Doc. 84 and 12-7-2004 by Doc. 155.*

§ 191-13. Fraud; violations and penalties.

[Amended 7-13-1993 by Doc. 87]

- A. **Fraud.** Any licensed transient vendor or peddler or hawker who shall be guilty of any fraud, cheating or misrepresentation, whether through himself or through an employee, while acting in the City, or who shall barter, sell or peddle any goods or merchandise or wares other than those specified in his application for a license or who shall fail to comply with the conditions and restrictions contained herein shall be deemed guilty of a violation of this article.
- B. **Penalty.** Any person, firm or corporation violating any provision of this article shall be fined not less than \$50 nor more than \$250 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

CITY COUNCIL

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



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CITY OF HAVERHILL

HAVERHILL, MASSACHUSETTS 01830-5843

DOCUMENTS REFERRED TO COMMITTEE STUDY

6-Q	Communication from Councillor Macek requesting a discussion on the establishment of an Adult Fitness and Wellness zone	NRPP	2/9/16
6-W	Communication from Councillor Bevilacqua requesting to discuss Wood School Playground	NRPP	2/23/16
38-F	Communication from Councillors Barrett and LePage requesting to discuss double poles in the City	A & F 9/6/16, 11/31/16, 1/17/17 5/11/17	3/15/16
38-W	Communication from Councillor Barrett requesting to give an update on response from MBTA/Keolis & US EPA about idling trains in Bradford	Citizen Outreach	4/5/16 1/31/17
26E	City of Haverhill – Mayor’s Recommendations, Capital Improvement Program – 2016-2020	A & F 11/3/16, 5/11/2017	5/31/16
108-N	Communication from Councillors Bevilacqua and LePage requesting discussion regarding appropriate safe regulation of marijuana shop access and locations	A & F	12/6/16
108-W	Communication from Councillor Bevilacqua requesting to introduce Brad Brooks and residents of Bradfields Dr. and East Broadway to discuss neighborhood issues	Citizen Outreach	12/13/16 1/31/17
10-B	Communication from President Michitson asking to request from Mayor status of facility improvements to public buildings and parks to comply with American w/ Disabilities Act (ADA)	Citizen Outreach	1/3/17 1/31/17
10-U	Communication from Pres. Michitson requesting discussion on next steps to provide comprehensive long range plan for Haverhill	Citizen Outreach	1/31/17
10-X	Communication from Councillor Bevilacqua requesting to discuss ways to address senior citizen needs in Haverhill	Citizen Outreach	1/31/17
31-K	Communication for Councillor Macek requesting to discuss proposal to create bike lanes throughout the City	Planning & Dev.	2/14/17
58-D	Communication from Councillors Sullivan, Macek and Bevilacqua requesting to discuss ongoing tree problem on City property abutting & impacting Holland’s Flowers at 577 S. Main St	NRPP	4/25/17
58-G	Communication from President Michitson requesting to present an update on the meeting with Group Homes stakeholders to address severe problems in Haverhill	Public Safety	5/2/17
58-I	Communication from Councillor Bevilacqua requesting discussion regarding assistance to new businesses	Planning & Dev.	5/2/17
47	Ordinance regarding Tag Days and request Council accept new amendment	Public Safety	5/9/17
58-S	Communication from Councillor Bevilacqua regarding proposed uses on Rep. Dempsey Boardwalk	NRPP	5/16/17
	On motion of Councillor Macek to refer street trenching regulations to Planning & Development Committee for further study and review	Panning & Dev.	6/27/17