



# Lowell City Council

## Regular Meeting Agenda

**Date:** January 14, 2020

**Time:** 6:30 PM

**Location:** City Council Chamber, 375 Merrimack Street, 2nd Floor, Lowell, MA

### 1. ROLL CALL

### 2. CITY CLERK

- 2.1. Minutes Of City Council Inauguration January 6th; City Council Meeting January 7th, For Acceptance.

Documents:

[2020 JANUARY 6 INAUGURATION MIN.PDF](#)  
[2020 JANUARY 7 CC MINUTES.PDF](#)

### 3. COMMUNICATIONS FROM CITY MANAGER

#### 3.1. Motion Responses

- A) Motion Response - 75 Arcand Drive Update
- B) Motion Response - Handicapped Voter Access
- C) Motion Response - Pan-Am Clean-Up behind 50 Waugh St

Documents:

[A\) MOTION RESPONSE - 75 ARCAND DRIVE UPDATE.PDF](#)  
[B\) MOTION RESPONSE - HANDICAPPED VOTER ACCESS.PDF](#)  
[C\) MOTION RESPONSE - PAN-AM CLEAN-UP BEHIND 50 WAUGH ST.PDF](#)

#### 3.2. Informational Reports

- D) Informational Report - Lowell General Update Memo
- E) Informational Report - 15 Minute Parking Spaces

Documents:

[D\) INFORMATIONAL REPORT - LOWELL GENERAL UPDATE MEMO.PDF](#)  
[E\) INFORMATIONAL REPORT - 15 MINUTE PARKING SPACES.PDF](#)

#### 3.3. Petition Responses

- F) Petition Response - 15-minute Parking 175 Salem St.

Documents:

F) PETITION RESPONSE - 15-MINUTE PARKING 175 SALEM ST..PDF

3.4. Communication-Appoint Sinead Gallivan To Planning Board-Associate Member

Documents:

COMMUNICATION-APPOINT SINEAD GALLIVAN TO PLANNING BOARD-ASSOCIATE MEMBER.PDF

3.5. Communication - City Manager Request Out Of State Travel (1) LPD; (1) Health Dept.

Documents:

2020 JANUARY 14 1 OST LPD 1 HEALTH.PDF

**4. VOTES FROM THE CITY MANAGER**

4.1. Vote-Accept And Expend FY20 Housing Choice Community Capital Grant In The Amount Of 225,000

Documents:

VOTE-ACCEPT AND EXPEND FY20 HOUSING CHOICE COMMUNITY CAPITAL GRANT IN THE AMOUNT OF 225,000.PDF

4.2. Vote-Auth CM Accept Permanent And Temporary Easements From LRTA Re Lord Overpass Project

Documents:

VOTE-AUTH CM ACCEPT PERMANENT AND TEMPORARY EASEMENTS FROM LRTA RE LORD OVERPASS PROJECT.PDF

4.3. Vote-Auth CM Ex. Temporary Access Agreement Between City And Colonial Gas Co. Re 157 West Forest Street, Lowell

Documents:

VOTE-AUTH CM EX. TEMPORARY ACCESS AGREEMENT BETWEEN CITY AND COLONIAL GAS CO. RE 157 WEST FOREST STREET, LOWELL.PDF

4.4. Vote-Transfer 16,000 To Pay For Repairs To School St. Cemetery Wall

Documents:

VOTE-TRANSFER 16,000 TO PAY FOR REPAIRS TO SCHOOL ST. CEMETERY WALL.PDF

**5. RESOLUTIONS**

5.1. Resolution-Support Saving Minor League Baseball-Lowell Spinners

Documents:

**6. REPORTS (SUB/COMMITTEE, IF ANY)**

**7. PETITIONS**

7.1. Claims - (2) Property Damage.

7.2. Misc. - Family Rental Lilley, LLC (For The Benefit Of Nicky Silva) Request Installation Of (1) Handicap Parking Sign Located At 139 Cumberland Road.

Documents:

[2020 JANUARY 14 NICKY SILVA HP SIGN 139 CUMBERLAND RD.PDF](#)

**8. CITY COUNCIL - MOTIONS**

8.1. C. Nuon - Req. City Mgr. Provide Update Regarding Review Of Inspection And Enforcement Procedures Within Developmental Services To Determine If Better Efficiency Can Be Achieved Through Transfer Of Data Via Tablets Or Other Electronic Means With The Aim Of Improving Turnaround Time Without Adding Personnel.

8.2. C. Nuon - Req. City Mgr. Have Parking Director Instruct Staff To Check Pay Stations During Daily Routes And Report Any Malfunctioning Meters Each Day.

8.3. C. Nuon - Req. City Mgr. Have Proper Departments (Law, Human Relations) Provide A Report On Feasibility Of Residential Requirement For Public Employees In City Of Lowell.

8.4. C. Nuon - Req. City Mgr. Provide A Report Regarding Status Update On The Smith-Baker Building.

8.5. C. Elliott - Req. City Council Vote To Establish A Subcommittee On Election Redistricting.

8.6. C. Elliott - Req. City Mgr. Provide An Update Regarding Bridge Construction On VFW Highway At Beaver Brook.

8.7. C. Conway - Req. City Mgr. Meet With Police Superintendent And Fire Chief To Provide A Report And Update Regarding "Wellness Programs" For Our First Responders.

**9. ANNOUNCEMENTS**

**10. ADJOURNMENT**



# Lowell City Council

## *Regular Meeting Minutes*

Michael Q. Geary  
City Clerk

**Date:** Jan 06, 2020  
**Time:** 10:00 AM  
**Location:** City Council Chamber  
375 Merrimack Street, 2nd Floor, Lowell, MA

### CITY CLERK

1. - CITY CLERK

1.1. INAUGURATION 2020 - 2021 CITY COUNCIL-ELECT

- \* Procession into City Council Chambers.
- \* Open Ceremony/Notice of Election.
- \* Roll Call.
- \* Invocation.
- \* Oath of Office.
- \* Election of Mayor.
- \* Mayor's Oath of Office.
- \* Election of Vice Chairman.
- \* Vice Chairman's Oath of Office.
- \* Benediction.

Roll call showed 9 present.

City Clerk Michael Q. Geary, Chair.

Council-Elect entered Council Chamber lead by Assistant City Clerk, Angela Gitschier. City Clerk Geary welcomed those attending the event, including newly elected members, Sokhary Chau, John Drinkwater and returning Council member, Daniel Rourke, to the Council. City Clerk Geary recognized his staff as well as staff at Manager's office for their assistance with this program. City Clerk Geary introduced Judge Stacey Fortes, First Justice of the Lowell District Court, along with Father Nicholas Sannella and Father Cristiano Barbosa of the Lowell Collaborative Parishes.

Father Nicholas Sannella of the Immaculate Conception Church delivered the Invocation.

Lowell High School and Lowell Fire Department Color Guard presented the colors and the Lowell High School Chorus sang the National Anthem.



The Roll was called. Nine present.

Official Notice of Election from Election Commissioners depicting the results of the November 5, 2019 election was read by the Chair. **Motion** by C. Nuon, seconded by C. Leahy “to accept the communication and place it on file.” So voted.

Each Councilor was before their desk and was administered the oath of office by Judge Stacey Fortes (1st Justice, Lowell District Court).

**Motion** to proceed to elect a Mayor by C. Elliott, seconded by C. Mercier. So voted.

On the first ballot the Council designated Councilor John Leahy as the Mayor of the City of Lowell by receiving 7 votes (C. Chau, C. Conway, C. Drinkwater, C. Elliott, C. Leahy, C. Rourke). The remaining members of the body cast remaining 2 votes for C. Nuon (C. Nuon, C. Samaras). C. Nuon and C. Samaras recast their selection for Mayor Leahy. The Chair declared John Leahy as Mayor, who was then escorted to the Rostrum by his children, Jack and Madelyn. Judge Fortes administered the oath of office.

Mayor Leahy chaired the remainder of the meeting.

Mayor Leahy addressed the Chamber thanking his colleagues, family and friends for the opportunity as well as outlining a platform to work as an effective team for the City. Mayor commented on many projects in the City and the work of subcommittees. Mayor noted the need for body to be united in their efforts to promote and improve the City.

**Motion** to proceed to elect a Vice Chair by C. Conway, seconded by C. Drinkwater. So voted.

On the first ballot the Council designated Councilor Rita Mercier as the Vice Chair of the City of Lowell Council by receiving 9 votes (C. Chau; C. Conway; C. Drinkwater; C. Elliott; M. Leahy; C. Mercier; C. Nuon C. Rourke; C. Samaras). The Mayor declared C. Mercier as Vice Chair, who was then escorted to the Rostrum by her children. Judge Fortes administered the oath of office.

**Motion** to adopt present rules of the City Council for 2020-2021 by C. Elliott, seconded by C. Conway. So voted.

Father Cristiano Barbosa delivered the Benediction.



**ADJOURNMENT**

**2. - Time for meeting to stand adjourned.**

**Motion** to Adjourn by C. Elliott, seconded by C. Drinkwater. So voted.

Meeting was adjourned at 10:30 AM.

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Michael Q. Geary, City Clerk



# Lowell City Council

## *Regular Meeting Minutes*

Michael Q. Geary  
City Clerk

**Date:** January 7, 2020

**Time:** 6:30 PM

**Location:** City Council Chamber, 375 Merrimack Street, 2nd Floor, Lowell, MA

### 1. ROLL CALL

Roll Call showed 9 present.

M. Leahy presiding.

C. Conway requested moment of silence in darkened chamber for Mary Elizabeth Pyne and Marian L. Sorenson.

### 2. CITY CLERK

#### 2.1. Minutes of City Council Meeting December 17th; City Council Special Meeting December 23rd, for acceptance.

In City Council, minutes read, **Motion** "To accept and place on file" by C. Nuon, seconded by C. Mercier. So voted.

### 3. GENERAL PUBLIC HEARINGS

#### 3.1. Ordinance-Smoking in Playgrounds Prohibited.

In City Council, Given 2<sup>nd</sup> Reading. Hearing held. Speaking in favor was Paula Reault-Carrigianis. No Remonstrants. **Motion** to adopt by C. Conway, seconded by C. Mercier. Adopted per Roll Call vote 9 yeas. So voted. C. Elliott commented on the importance of the ordinance as many children and residents use the parks. C. Elliott noted the need to install signage and to have proper enforcement. C. Samaras noted that studies show increase in youth smoking as they are most impressionable. C. Rourke questioned the parameters regarding the fifty foot ban. City Solicitor O'Connor noted that adjustments could be made if needed. C. Mercier questioned the manner in which the ordinance would be enforced. City Solicitor O'Connor outlined the enforcement procedures in the ordinance. Manager Donoghue noted the personnel authorized to issue tickets. C. Conway noted the importance to protect children. C. Nuon noted ordinance promotes safety and that it was be enforced effectively. C.



Drinkwater noted parks are designed to benefit children and they should be protected, in addition ordinance is needed cover those who do not use common sense concerning the issue. C. Chau noted the health and environment benefits of the ordinance.

### **3.2. Ordinance-Amend. Ch. 150 Fees re Smoking in Playgrounds Prohibited.**

In City Council, Given 2<sup>nd</sup> Reading. Hearing held. No Remonstrants. **Motion** to adopt by C. Rourke, seconded by C. Mercier. Adopted per Roll Call vote 9 yeas. So voted. C. Elliott noted the fines are structured well and that they should be posted. C. Nuon questioned the amount of fines as possibly being too high. C. Chau questioned how the fines were established. Manager Donoghue noted that they reviewed other community fines. Solicitor O'Connor noted the Law and Health Departments drafted the ordinance and that there was review of similar ordinances. C. Mercier noted that again enforcement is the key. C. Rourke noted amount of fine would be a deterrent to smoking in the parks. C. Drinkwater noted that posting would be important and that there was discretion when it came to issuing violations.

### **3.3. Ordinance-Quarterly Traffic-December 2019.**

In City Council, Given 2<sup>nd</sup> Reading. Hearing held. No Remonstrants. **Motion** to adopt by C. Samaras, seconded by C. Nuon. Adopted per Roll Call vote 9 yeas. So voted. C. Mercier questioned areas that ordinance addressed. Natasha Vance (Transportation Engineer) noted that they were successful 60 Day Trials that were part of the ordinance. C. Nuon commented on success of some 60 Day Trials. Ms. Vance noted that the trials were all up and operating.

## **4. UTILITY PUBLIC HEARING**

### **4.1. National Grid - Request installation underground electric conduits and a new heavy duty hand hole at 160 Middlesex Street.**

In City Council, Given 2<sup>nd</sup> Reading. Hearing held. Speaking in favor representative of National Grid. No Remonstrants. **Motion** to refer to Wire Inspector for report and recommendation by C. Rourke, seconded by C. Elliott. So voted. C. Mercier questioned work being done on Andover Street by National Grid.

## **5. COMMUNICATIONS FROM CITY MANAGER**

### **5.1. Communication-Appoint Caleb Cheng to Planning Board.**

In City Council, read, **Motion** to adopt by C. Nuon, seconded by C. Rourke. Adopted per Roll Call vote 9 yeas. So voted. Mr. Cheng was present and thanked the Council.



## **5.2. Communication-Appoint Russell Pandres as Associate Member to Planning Board.**

In City Council, read, **Motion** to adopt by C. Elliott, seconded by C. Nuon. Adopted per Roll Call vote 9 yeas. So voted. Mr. Pandres was present and thanked the Council.

## **5.3. Communication-Appointments to Lowell Telecommunications Corporation.**

In City Council, **Motion** "To accept and place on file" by C. Conway, seconded by C. Chau. So voted. The appointments from City Council were Charlie Smith; Chanvathana Te; and Vesna Nuon. The appointments from City Manager were Eric Sak and Jess Donaldson. C. Elliott questioned member of Council appointment as the subcommittees had yet to be established. C. Nuon noted that when the subcommittees are set up he will do as they wish in terms of being a member of the board. C. Mercier noted that easy solution is to name C. Nuon to the Technology SC. Mr. Sak was present and thanked the Council.

## **5.4. Communication - City Manager request Out of State Travel (1) Career Center.**

In City Council, read, **Motion** to adopt by C. Mercier, seconded by C. Rourke. Adopted per Roll Call vote 9 yeas. So voted.

## **6. VOTES FROM THE CITY MANAGER**

### **6.1. Vote-Accept.Expend 3,000.00 in Grant funds from Lowell Cultural Council to support Senior Art Exploration.**

In City Council, Read twice, full reading waived with no objections. **Motion** to adopt by C. Rourke, seconded by C. Samaras. Adopted per Roll Call vote 9 yeas. So voted. C. Mercier noted that the grant letters were not contained in the package. Conor Baldwin (CFO) commented on the source of the grants and what they would be used for. C. Elliott noted the added resources at the Senior Center.

### **6.2. Vote-Accept.Expend 3,000.00 in Grant funds from Lowell Cultural Council to support Senior Live Performances.**

In City Council, Read twice, full reading waived with no objections. **Motion** to adopt by C. Elliott, seconded by C. Conway. Adopted per Roll Call vote 9 yeas. So voted.

## **7. REPORTS (SUB/COMMITTEE, IF ANY)**

### **7.1. Wire Insp. - National Grid/Verizon NE - Req. relocation of (1) JO Pole #1 at 834 Andover Street (on Harland Avenue).**



In City Council, **Motion** to accept and adopt the accompanying order by C. Chau, seconded by C. Conway. So voted.

## **8. PETITIONS**

### **8.1. Claims - (3) Property Damage.**

In City Council, **Motion** to refer to Law Department for report and recommendation by C. Samaras, seconded by C. Rourke. So voted.

### **8.2. Misc. - Luz Ortiz request installation of handicap parking sign at 50 Ware Street (second floor).**

In City Council, **Motion** to refer to Transportation Engineer for report and recommendation by C. Elliott, seconded by C. Drinkwater. So voted. C. Elliott requested report regarding the number and placement of signs throughout the City.

### **8.3. Misc. - Manuel/Brenda Freitas and Joseph/Marianne Gaspari request City Council abandon portion of Edgewood Street (paper street).**

In City Council, **Motion** to refer to Law Department for report and recommendation by C. Mercier, seconded by C. Nuon. So voted.

## **9. CITY COUNCIL - MOTIONS**

### **9.1. C. Mercier - Req. City Council adopt a resolution supporting saving Minor League Baseball (Lowell Spinners) and request City Mgr. instruct Law Dept. to draft such a resolution.**

In City Council, seconded by C. Nuon, referred to City Manager/Law Department. Adopted per Roll Call vote 9 yeas. So voted. C. Mercier commented on meeting with congressional delegation and owners of the Spinners and noted the importance of the franchise in the City. C. Nuon noted the need to save the Spinners. C. Conway commented on the importance of the meeting to save the franchise. C. Chau noted the importance of the organization and that the motion was timely. C. Samaras noted that there are many steps that will need to be followed. C. Rourke commented on the community spirit of the Spinners. C. Drinkwater noted the need to support the organization and that the Major League club should be supportive as well and that the resolution should reflect that. C. Elliott noted that the City would have to put a large effort moving forward as they have done in the past so to preserve the economic benefits of the business. Manager Donoghue noted the past support of the facility and



the organization and that wide spread support is necessary for success. C. Mercier noted the City has always complied with needs of the organization.

**9.2. C. Mercier - Req. City Mgr. provide City Council with a report regarding the negotiations and relocation and other charges concerning 75 Arcand Drive.**

In City Council, seconded by C. Nuon, referred to City Manager. So voted. C. Mercier noted the need for updates moving forward.

**9.3. C. Elliott - Req. City Council discuss including positions of City Manager, and any other contracted positions, to City ordinance pertaining to salaries for employees.**

In City Council, seconded by C. Nuon, referred, as amended, to City Manager. So voted. C. Elliott noted the need to codify certain salaries and to gather information to proceed. C. Elliott questioned policy regarding school employees. Manager Donoghue noted that there are some differences on the school side and ordinance may need updating. Solicitor O'Connor commented on school side and noted that some contracts were given without authority. C. Mercier lauded the City Manager's efforts and effectiveness but voiced concerns for the manner in which her salary was adjusted and that some structure should be put in place for process in the future. Solicitor O'Connor commented on the process as well as terms in contract. C. Samaras noted the open process and the need to keep and hire qualified leadership. C. Nuon noted the need to set a clear path. **Motion** to amend to include Manager provide report regarding proposed ordinance by C. Elliott, seconded by C. Nuon. So voted. C. Conway noted the need to have clarity in the process and the need for proper compensation.

**9.4. C. Elliott - Req. City Council discuss provisions of City Code of Ordinances, Chapter 167, Hawkers and Peddlers Licenses.**

In City Council, seconded by C. Conway, referred to City Manager. So voted. C. Elliott noted the need to visit ordinance to ensure proper permits are being given. C. Nuon noted that street vendors are not obtaining permits and that it is unfair to store owners selling the same product. Manager Donoghue noted the need to protect store owners with a stronger ordinance. C. Chau noted that small business must be able to protect their investment and that zoning issues should be considered as well. Solicitor O'Connor commented on zoning amendments. C. Conway commented on permitting at special events throughout the City. Manager Donoghue commented on those events noting that permits are needed as well. C. Rourke commented on situation around Shedd Park.



**9.5. C. Elliott - Req. City Mgr. provide a report on process to change Charter to allow residents to vote and elect the Mayor.**

In City Council, seconded by C. Rourke, referred to City Manager. So voted. C. Elliott commented change should be looked at as we establish a new voting system and attempt to increase voter activity in the City. C. Mercier commented on the federal consent decree and commented that voters should be given the opportunity to elect the Mayor.

**9.6. C. Elliott - Req. City Mgr. provide a report regarding number of apartments inspected in 2019 under Housing Standards Ordinance; Chapter 276 of Code of Ordinances.**

In City Council, seconded by C. Nuon, referred to City Manager. So voted. C. Elliott noted the ordinance to ensure proper housing but noted concern at the lack of enforcement to attain goals.

**9.7. C. Elliott - Req. City Mgr. provide a report regarding status of speed limit on Billerica Street.**

In City Council, seconded by C. Nuon, referred to City Manager. So voted. C. Elliott noted it was cut through street and very populated.

**9.8. C. Elliott - Req. City Mgr. provide a report regarding the number of enforcement actions under City Ordinance Chapter 227, Property Maintenance, Minimum Standards.**

In City Council, seconded by C. Rourke, referred to City Manager. So voted. C. Elliott noted the need to enforce ordinance commenting that owners are getting significant rents for the building and they should kept in good repair. C. Chau noted it was a quality of life issue.

**9.9. C. Samaras - Req. City Mgr. establish an Ad Hoc Commission to prepare a protocol regarding placement of Mayoral portraits throughout City Hall.**

In City Council, seconded by C. Nuon, referred to City Manager. So voted. C. Samaras noted the need for protocol as space has become an issue.



## 10. ANNOUNCEMENTS

In City Council, Manager Donoghue commented on upcoming recycling audit. M. Leahy commented on upcoming 50<sup>th</sup> Anniversary of Lowell Community Health Center. M. Leahy presented outgoing Mayor, C. Samaras with a commemorative gavel for his service.

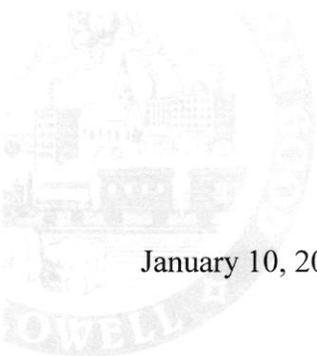
## 11. ADJOURNMENT

In City Council, **Motion** to Adjourn C. Elliott, seconded by C. Drinkwater. So voted.

Meeting adjourned at 8:11PM.

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Michael Q. Geary, City Clerk



**City of Lowell - Law Department**

375 Merrimack Street, 3<sup>rd</sup> Floor • Lowell MA 01852-5909  
Tel: 978.674.4050 • Fax: 978.453.1510 • www.lowellma.gov

January 10, 2020

**Christine P. O'Connor**  
*City Solicitor*

**Rachel M. Brown**  
*1<sup>st</sup> Assistant City Solicitor*

**Gary D. Gordon**  
**John Richard Hucksam, Jr.**  
**Adam LaGrassa**  
**Stacie M. Moeser**  
**Elliott J. Veloso**  
*Assistant City Solicitors*

City Manager Eileen Donoghue  
Mayor John J. Leahy  
And  
Members of the City Council

*EMD*

Re: Motion response 75 Arcand Drive

Dear Manager Donoghue, Mayor Leahy and Members of the City Council:

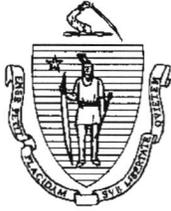
I write in response to a request that “the Manager provide the Council with a report regarding the negotiations and relocation and other charges concerning 75 Arcand Drive.”

Following the City’s taking of 75 Arcand Drive, the owners were paid \$2.6 Million for the value of the property, otherwise known as the pro tanto payment. The City’s payment of \$2.6 Million was based on an appraisal of the property prior to the taking. Pursuant to Massachusetts General Laws owners may seek compensation beyond the pro tanto payment, in essence asserting that the property had a value greater than the pro tanto payment. In the present case, the former owners of 75 Arcand Drive have filed suit in Superior Court challenging the amount paid by the City. The case is in the discovery stage, and the City is currently awaiting responses to its discovery requests. To date no evidence, such as an additional appraisal report, has been presented indicating that the City’s pro tanto award was insufficient. Once discovery is complete, the law department can provide the Council with an additional status report.

With respect to relocation efforts, progress continues to be made pursuant to the State-approved relocation plan. The City of Lowell’s approved relocation plan defines the time period in which occupants are to be relocated, and requires that all compensation for relocation costs in excess of \$50,000 must be approved by the State. To date, two of the Doctors have agreed to relocation figures and, in turn, the State’s Bureau of Relocation has approved the relocation amounts agreed to by the parties. Specifically, the Bureau has approved a relocation payment to Dr. Montminy in the amount of \$129,820.00, and a relocation payment to Dr. Ross in the amount of \$745,792.78. The approval letters are attached. At this point, all of the doctors have now identified new locations, and the City’s relocation expert will continue to work with the Doctors’ relocation expert in reaching settlements as to the remaining relocation claims.

Very truly yours,

Christine P. O'Connor  
City Solicitor



Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Janelle Chan, Undersecretary

March 18, 2019

Ms. Eileen M. Donoghue  
Lowell City Manager  
City Hall  
375 Merrimack Street  
Lowell, MA 01852

**Re: Lowell, Lowell High School Project – 75 Arcand Drive  
Dr. George Montminy, O.D. – Nonresidential Relocation Claim**

Dear Ms. Donoghue:

On March 12, 2019, the Bureau of Relocation (“Bureau”) received the business relocation claim (final) submitted by Peter W. Sleeper Associates for Dr. George Montminy, O.D. at 75 Arcand Drive in Lowell. The City of Lowell acquired the property at 75 Arcand Drive for the new high school project. According to the claim documentation submitted, Dr. Montminy elected to discontinue his business and his Claim in the amount of \$129,820.00 is a payment for Actual Direct Loss of Personal Property.

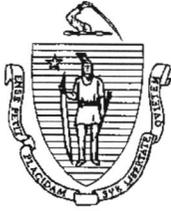
Pursuant to 760 CMR 27.04 (4) (k), relocation claims in excess of \$50,000 must be submitted to the Bureau. The regulation provides that the Bureau may disapprove a relocation payment in excess of \$50,000 if it is not legally or factually warranted. Please be advised that the Bureau has reviewed the relocation claim for \$129,820.00, and payment does not warrant disapproval based on the information provided.

Sincerely,

A handwritten signature in cursive script, appearing to read "Maggie Schmitt".

Maggie Schmitt, AICP  
Urban Renewal & Relocation Coordinator / Bureau of Relocation

cc: Peter W. Sleeper, Peter W. Sleeper Associates (email)  
Christine O'Connor, Kara Keefe Mullin, Conor Baldwin, City of Lowell (email)



Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Janelle Chan, Undersecretary

December 13, 2019

Ms. Eileen M. Donoghue  
Lowell City Manager  
City of Lowell  
City Hall, 375 Merrimack Street  
Lowell, MA 01852

**Re: Lowell, Lowell High School Project – 75 Arcand Drive  
Dr. Christopher Ross, D.M.D. – Nonresidential Relocation Claim**

Dear Ms. Donoghue:

On December 4, 2019, the Bureau of Relocation (Bureau) received a business relocation claim submitted by Peter W. Sleeper, Principal, at Peter W. Sleeper Associates recommending payment in the amount of \$745,792.78 for Dr. Christopher Ross at 75 Arcand Drive in Lowell. The City of Lowell acquired the property at 75 Arcand Drive for the new high school project.

Pursuant to 760 CMR 27.04(4)(k), relocation claims in excess of \$50,000 must be submitted to the Bureau before payment is made. The regulation provides that the Bureau may disapprove a relocation payment in excess of \$50,000 if it is not legally or factually warranted. Please be advised that the Bureau has reviewed the relocation claim, and payment of \$745,792.78 does not warrant disapproval based on the information provided.

Sincerely,

A handwritten signature in black ink, appearing to read "Maggie Schmitt".

Maggie Schmitt, AICP  
Urban Renewal & Relocation Coordinator / Bureau of Relocation

cc: Peter W. Sleeper, Peter W. Sleeper Associates (email)  
Christine O'Connor, Kara Keefe Mullin, Conor Baldwin, City of Lowell (email)



Zoe Arthur, Chairwoman  
Beverly Anthes  
James A. Pope  
Paul Ratha Yem

January 9, 2020

EMD

City Manager Eileen M. Donoghue  
Mayor John Leahy, and  
Members of the Lowell City Council

Re: Motion of 11/26/2019 by C. Conway - Req. City Mgr. Provide a Report Regarding Plan and Responsibility for Setting Up Polling Booths for Handicap Voters.

Dear City Manager Donoghue, Mayor Leahy, and Members of the City Council

I write in response to a request for a report regarding the planning and arraignments the City undertakes to ensure accessibility for handicapped voters at polling locations during local, state, and federal elections. The planning and implementation of accommodations for handicapped voters is conducted through the Elections and Census Office. The Director of Elections, with the assistance of staff and the Law Department, evaluates the City's polling locations to ensure that they possess architectural designs or systems, such as wheelchair access ramps, chair lifts, and elevators, that enable handicapped voters to freely access these places to vote in compliance with 52 U.S.C.A. § 20102, the Americans with Disabilities Act, and other applicable federal and state laws. Additionally, each polling location in the City is provided with an Election Systems and Software (ES&S) AutoMARK ("AutoMARK") machine to assist handicapped voters with the voting process. The AutoMARK is an optical scan ballot reader and marker designed to assist voters unable to mark a ballot due to physical impairments or language barriers. Accessibility features include a touch screen with a zoom and contrast feature, multiple language translation, a keypad marked with Braille, puff-sip interface, and an audio jack with headphone compatibility to enable audio ballot features. Prior to Election Day, Wardens and Clerks are trained in the setup and use of the AutoMARK system during the City's mandatory training sessions. Each AutoMARK is checked and then delivered to each polling location by Department of Public Works in protective cases. On the morning of the election, poll workers assigned to each location open the protective case, set the machine up, and turn the AutoMARK on for use until the close of the polls. After the election, the machines are dismantled and returned to City Hall by DPW personnel.

During the November 5, 2019 Municipal Election, certain issues were identified regarding the City's implementation of the above listed plans. Because only Wardens and Clerks received the full training on setting up an using AutoMARKs, inspectors and translators were not as familiar with the systems or what they were called, resulting in confusion and miscommunication regarding their presence and functioning. Some poll workers also reported difficulties in setting up the machines. AutoMARKs are large and heavy machines that may require two people to safely lift. Due to age, certain poll workers were unable to lift the AutoMARKs, resulting in delays in their setup. Additionally, certain polling locations lacked lower standing tables upon which the AutoMARKs could be set up, resulting in situations where certain AutoMARKs were set up on tables higher up off the ground. This hindered certain voters in wheelchairs from accessing the systems without assistance.

Based on the Elections Office's assessment of the November 5<sup>th</sup>, 2019 Municipal Election and in response to these issues raised, new policies have been implemented to improve AutoMARK usage and improve handicap accessibility for future elections. Poll worker training has been revamped so that all poll workers, regardless of position, will be provided training on the setup, use, and ideal placement of AutoMARK machines. This training will also focus on providing assistance to handicapped voters. The Elections Office is in the process of conducting a review of where AutoMARKs are set up at each polling location to see if setup and placement can be improved. Each polling location presents its own set of AutoMARK setup challenges, as local conditions can vary depending on the type of facility the polling place is located, the availability of tables, the location of power conduits/plugs, and voter/pedestrian flow. The Elections Office is also looking at the possibility of having DPW workers set up the AutoMARK machines the night before the election so that elderly poll workers do not have to lift up the heavy machines. These policies and changes will ideally improve the overall setup process and operational use of the AutoMARKs, ensuring greater accessibility and convenience for the City's handicapped voters.

I hope this report is of help and assistance to you. Please contact the Elections and Census Office should you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Elliott J. Veloso". The signature is fluid and cursive, with the first name being the most prominent.

Elliott J. Veloso  
Interim Director of Elections

cc: Christine P. O'Connor, City Solicitor



Diane N. Tradd  
*Assistant City Manager/DPD Director*

R. Eric Slagle  
*Director of Development Services*

David Fuller  
*Building Commissioner*

TO: Eileen Donoghue, City Manager *EMD*  
FROM: R. Eric Slagle, Director of Development Services  
DATE: January 10, 2020  
RE: Motion by Councilor Mercier - Req. City Mgr. have proper department instruct Pan-Am to clean the debris that was left by the homeless shelter along the railroad tracks behind 50 Waugh Street.

This memorandum addresses the request from Councilor Mercier regarding the cleanup of the railroad property behind 50 Waugh St.

The Administration has reached out to Pan-Am regarding this issue. However, Pan-Am has not responded to the City's request for a specific timeline for cleanup of this area. As such, we have mailed out the enclosed enforcement letter to Pan-Am Railways. We will be following up with additional enforcement actions as appropriate.

ES

January 10, 2020



**Diane N. Tradd**  
*Assistant City Manager/DPD Director*

**R. Eric Slagle**  
*Director of Development Services*

**David Fuller**  
*Building Commissioner/CBO*

January 10, 2020

David Fink, President  
Cynthia Scarano, Executive Vice President  
Pan AM Railways  
1700 Iron Horse Park  
North Billerica, MA 01862

Re: Rail Right-of-Way South of Waugh St., and East of Wilder St. Overpass, Lowell MA

Dear Property Owner:

An inspection was made on the above referenced property by Shawn Machado, Senior Health Inspector, from the City of Lowell Division of Development Services on December 12, 2019 which resulted in the discovery of violations of the state sanitary code and local ordinances. Specifically, there is a significant accumulation of junk, trash and debris that violates commercial minimum maintenance standards.

The violation(s) or the cumulative effect of more than one of the violations, noted above may endanger or materially impair the health or safety, and well-being of the residents of the City.

You are hereby ordered to remedy the violation(s) described above within **Seven (7) Days From Receipt of this Notice**. Failure to comply with this order may result in fines of up to \$300 per day, and/or criminal charges being filed, with associated penalties and fees.

Please contact the Development Services Office at your earliest convenience to schedule a re-inspection so we may confirm you have complied with this order and remedied the violation(s) in a satisfactory manner.

You have the right to contest this order through a hearing and/or exercise other statutory remedies afforded you by law. The request for a hearing must be made in writing, within seven days of receipt of this letter, and sent to:

Division of Development Services  
Department of Planning & Development  
Attn: Appeal Request  
375 Merrimack Street  
Lowell, MA 01852

Your request for a hearing will be forwarded to the proper entity for scheduling. If you request a hearing, all affected parties will be informed of the hearing date, time, and place, the right to inspect all public records concerning the matter, and the right to appear and be represented at the hearing.

If you have any questions regarding this order or the process for requesting a hearing, please contact me at 978-674-4144.

This report is signed and certified under the pains and penalties of perjury.

Shawn Machado, Senior Health Inspector

Please let me know if you have any questions.

Sincerely,



R. Eric Slagle, Director, Development Services

**Important! Please have this notice translated immediately.**

**¡Importante! Por favor haga traducir este aviso inmediatamente.**

[Spanish]

**Importante! Fate tradurre questo avviso immediatamente.**

[Italian]

**Prè inpòtan! Fè tradui nòt sa a tousuit.**

[Hatian Creole]

**Important! Faites traduire cet avis immédiatement.**

[French]

**Importante! Mande traduzir este aviso imediatamente.**

[Portugese]

**QUAN TRỌNG ! CẦN DỊCH CÁO THỊ NÀY LIỀN**

[Vietnamese]

**重要！请立刻將本通知翻译成中文。**

[Chinese]

**ສິ່ງສຳຄັນ ! ຈົ່ງຮີບແປ ການປະກາດນີ້ ໂດຍດ່ວນ**

[Laotian]

**Կարեւոր. այս յայտարարումը թիւնը անմիջապէս թարգմանել տուէք:**

[Armenian]

**Προσοχή! Δώστε να σας μεταφράσουν αμέσως αυτή την ανακοίνωση.**

[Greek]

**សំរាប់សំខាន់! សូមបកប្រែនៅការប្រកាសនេះជាបន្ទាន់**

[Cambodian]



Eileen Donoghue  
*City Manager*

## MEMORANDUM

**TO:** Mayor John Leahy and Members of the City Council  
**FROM:** Eileen Donoghue, City Manager *ED*  
**DATE:** January 14, 2019  
**SUBJECT:** Lowell General Hospital

On December 10, 2019, I provided the City Council with a report regarding Lowell General Hospital's future plans as they relate to the Saints Campus based on information conveyed by President and CEO Jody White during a meeting on December 2. This information was provided in response to a motion filed by Councilor Kennedy and passed by the City Council on November 11, 2019.

The attached letter from Mr. White and the additional notice prepared by Barrett & Singal on behalf of Lowell General Hospital provide further details on the Hospital's strategic plan and forthcoming changes, including the consolidation of services amongst its campuses.

My office will remain in contact with Lowell General Hospital as these anticipated changes and will keep the City Council informed of pertinent developments.



December 27, 2019

City Manager Eileen Donoghue  
Lowell City Hall  
375 Merrimack Street  
Lowell, MA 01852

Dear City Manager Donoghue,

I appreciated the opportunity to meet with you earlier this month to provide an update on Lowell General Hospital's strategic plans and some upcoming changes as we work to ensure we are best positioned to meet the evolving healthcare needs of our community. Thank you for your comprehensive report at the December 10, 2019 City Council meeting. As you know, these planned changes include the current intensive care unit at the Saints campus and temporary surgical consolidation at the main campus and the Lowell General Hospital Surgery Center at Research Place in North Chelmsford. I am providing this letter to summarize these changes and the broader strategic context we discussed.

At Lowell General Hospital, we are continually evaluating our programs and services in order to position our organization for sustained success. As the area's leading hospital and the city of Lowell's largest employer, we must ensure that we are investing in the areas that best support the current and future needs of our patients, providers, and employees. The reason for the changes is we must also proactively respond to industry trends and regional declines in volume for these services, which is even more pronounced in the summer months. The overall decline is both a regional and hospital industry-wide trend which is occurring because insurers and consumer preferences to care access have been redirected to outpatient settings.

#### **Consolidation of Critical Care Services**

During the summer months, we traditionally see lower inpatient volumes and continued to experience reduced demand for Intensive Care Unit (ICU) services in general, but particularly at our Saints campus. In response, based on those volumes, we temporarily closed the Saints campus ICU beds and redistributed staff to our two main campus ICUs. The acuity of the patients cared for at the Saints campus ICU has been consistently lower than that of patients receiving care at the recently constructed main campus Gil and Marilyn Campbell ICU. Therefore, during the summer months, staff were reallocated to the main campus ICUs. All of our highly skilled ICU staff were offered positions to remain on our team.

Since that time, we have successfully implemented many processes to manage the care of our critical care patients, including transfer procedures, dedicated rapid response nurse and inbound coordinator roles, and other activities. Over the course of the past few years, we have also conducted a comprehensive evaluation of our services and determined that we have sufficient space with 23 ICU beds at the main campus to meet our patients' needs in the two Intensive Care Units there based on

current and projected volumes. Following the successful temporary closure over the summer, we have elected to keep those beds closed.

### **Surgical Services Changes**

As we noted, we are also experiencing year over year declines in surgical volumes, as payer and consumer preferences have shifted surgeries to outpatient settings. With those declines in mind, we conducted a comprehensive evaluation of our surgical services to determine how best to meet the needs of our surgical patients and their families, our surgical providers, and our staff. Following this evaluation, we have made the decision to consolidate our surgical services to two locations – our Lowell General main campus and the Surgery Center at Lowell General Chelmsford and temporarily close the Operating Room at the Saints campus as we evaluate and finalize our strategy for outpatient surgical services at the Lowell General Surgery Center. We have notified the Department of Public Health (DPH) of our intention to temporarily close the operating rooms at the Saints Campus for a period of 6 months (see attached communication to DPH for reference). All of our highly skilled OR staff will remain on our team to continue to meet the needs of our surgical patients.

We are confident that these consolidations will allow us to meet our goal of providing a consistent, high-quality experience for our patients, while dedicating our resources in the most appropriate way possible based on expected critical care and surgical volume in the short- and long-term.

### **Continued Commitment to the Lowell General Hospital Saints Campus**

Understanding these changes may raise questions, we want to reassure our patients, community, staff and physicians that we remain committed to the Lowell General Hospital Saints campus as a vital component of our health system. In fact, we are in the midst of a multi-year planning process for the expansion of the Emergency Department (ED) to provide a better experience for the 40,000 members of our community who visit our ED at the Saints campus each year, while also renovating the first floor to improve our vital diagnostic services at that campus. These efforts follow the significant improvements we have made over the past several years to the Saints campus inpatient units and technology infrastructure.

We are committed and will be working hard to make this transition as smooth as possible. Please do not hesitate to reach out to us if you have any questions or concerns. We appreciate your support as we make these changes and will ensure that we are doing our very best to meet the needs of our patients and their families, as well as our employees and great community of providers.

Sincerely,



Joseph A. White  
President and CEO  
Circle Health and Lowell General Hospital

December 27, 2019

BARRETT  
& SINGAL

Via Email and FedEx

Stephen Davis, Licensure Unit Manager  
Division of Health Care Facility Licensure and Certification  
Department of Public Health  
67 Forest Street  
Marlborough, MA 01752

Re: Lowell General Hospital – Saints Campus – Temporary Closure of ICU & Temporary Closure of Operating Rooms

Dear Mr. Davis:

This letter is submitted on behalf of The Lowell General Hospital, which operates a licensed hospital with two (2) campuses, consisting of a main campus at 295 Varnum Avenue, Lowell, MA 01854, which is known as “Lowell General Hospital,” and a second campus three miles away known as “Lowell General Hospital – Saints Campus” at One Hospital Drive, Lowell, MA, 01852 (collectively, the “Hospital”). Pursuant to 105 CMR 130.122, the Hospital hereby informs the Department of Public Health (“Department”) that on or about January 27, 2020, it intends to submit a formal ninety-day (90) notice of the proposed temporary discontinuation of 17 Intensive Care Unit (“ICU”) beds at its Saints Campus and the temporary discontinuation of all of the Operating Rooms (“ORs”) at Saints Campus, which ORs are mixed use. Of the 17 licensed ICU beds, only 10 have been operational. The use of only 10 beds dates back to the time before the Hospital acquired Saints Campus from Saints Medical Center, which occurred in 2012. The Hospital is confident in its decision to temporarily close these services, as they are underutilized. For example, use of the Saints ICU was only twenty-nine percent (29%) of its capacity over the last year, and LGH as a total used only 55% of its ICU beds. Use of the ORs at Saints Campus represented only twelve percent (12%) of OR usage between both Hospital campuses. To ensure patient safety, the Hospital is prepared to provide Advanced Life Support and Critical Care ambulance transfers from the Saints Campus to the main campus, which is less than ten (10) minutes away.

The Hospital anticipates that the ICU beds would be taken offline for a period of time while the Hospital evaluates its bed utilization and capacity needs at Saints Campus. The Hospital would then reactivate the beds at a later date. Thus, in only temporarily taking the beds and ORs offline pursuant to 105 CMR 130.122(A), the Hospital is hereby preserving its right to operate the ICU beds in the future and, accordingly, reactivation will not require any Determination of Need (“DoN”) review or approval. Likewise, the Hospital is temporarily taking the ORs offline while it plans surgery cases at Saints Campus. It intends to reactivate the ORs thereafter.

Barrett & Singal  
One Beacon Street, Suite 1320  
Boston, MA 02108-3106  
T 617.598.6700  
F 617.722.0276  
www.barrettsingal.com

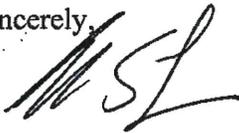
Stephen Davis, Licensure Unit Manager  
Division of Health Care Facility Licensure and Certification  
Department of Public Health  
December 27, 2019  
Page 2

BARRETT  
& SINGAL

Please note that in compliance with the Department's regulations, the Hospital through separate correspondence is sending notice today to the Hospital's patient and family council, each staff member of the Hospital, and every labor organization that represents the Hospital's workforce during the period of the essential services closure process. Notice is also being sent today to the members of the General Court who represent the City of Lowell, the Mayor of the City of Lowell, and the Lowell City Manager. The Hospital has already begun to discuss the proposed temporary closures with City officials, State representatives, and the Lowell Sun Editorial Review Board to keep the community informed of this process.

Thank you for your attention to this matter.

Sincerely,



Andrew S. Levine

cc: A. Ferrer, Esq.  
K. Haynes, Esq. DPH  
S. Lohnes, Esq., DPH  
W. Mackie, Esq. DPH  
Z. Redmond, Esq.  
R. Rodman, Esq., DPH

Hon. Thomas Golden, Jr. (Rep. 16<sup>th</sup> Middlesex)  
Hon. David Nangle (Rep. 17<sup>th</sup> Middlesex)  
Hon. Rady Mom (Rep. 18<sup>th</sup> Middlesex)  
Hon. Edward J. Kennedy (Sen. 1<sup>st</sup> Middlesex)

Hon. William Samaras, City of Lowell, Mayor  
Eileen Donoghue, City of Lowell, City Manager



**Diane Nichols Tradd**  
*Assistant City Manager/DPD Director*

**Craig Thomas**  
*Deputy Director*

MEMORANDUM

TO: Eileen M. Donoghue, City Manager *EMD*

FROM: Diane N. Tradd, Assistant City Manager/DPD Director

DATE: January 14, 2020

SUBJECT: 15-MINUTE PARKING SPACE POLICY

The Transportation Engineer receives multiple petitions and online requests for timed, free, on-street parking spaces from businesses located within the downtown and in neighborhood business districts. Typically, a 15-minute space (§266-51) is requested, but the City also has ordinances to support 30-minute (§266-52), 1 hour (§266-53) and 2-hour (§266-54) spaces. Given the volume of requests, the time it takes to investigate and measure for each space, the limited availability of parking in Lowell and the revenue generation that is eliminated each time a metered spot is removed and replaced with a timed, free, on-street space, it is appropriate for the City to develop a policy for 15-minute spots. Currently, businesses can request a timed, free, on-street space in front of their business via a petition at the City Clerk's office. Other communities have different models including the following:

- Free parking for the first 12 minutes in any metered spot; if a vehicle stays longer, they pay for the whole time (Concord, MA)
- All metered parking, with high demand spots only allowing 30 mins or 60 mins (Cambridge and Worcester MA)
- Higher rates for on-street parking for 15-min, 30-min and 1 hour spots as compared to rates in the garages (Boston, MA and multiple other cities)
- Designating some metered 15-min spots around the downtown area (Portland, ME)
- Designating a specific number of 15-min spots in a City block (Altoona, PA)
- Twenty-six (26) free 15-minute parking spots downtown around restaurants and retailers; created from outdated 15-minute loading zones (Harrisburg, PA)

The Department of Planning and Development applied for and received a \$225,000 grant from the FY20 Housing Choice Community Capital Grant to fund a parking study. The parking study will be a comprehensive long-term planning study. It will evaluate all current parking policies within the City, including downtown parking, the City's residential dwelling program, residential parking areas, evaluating the use of shared parking, municipally owned parking garages, overnight residential parking in City lots and the City's parking ordinances and parking requirements for development. All petitions for timed, free, on-street parking received in 2019 have been investigated and if appropriate, will be included on the next 60-day trial memo before the Council. The Parking Director and the Transportation Engineer recommend putting a freeze on any new petitions for timed, free, on-street spaces until the parking study is completed and the Chief Design Planner has guidelines and recommendations in order to form a policy regarding public parking. Note that all existing parking ordinances will be evaluated and may be revised after the completion of the parking study.

NV/ns

cc: Natasha Vance, Transportation Engineer  
Claire Ricker, Chief Design Planner  
Terry Ryan, Parking Director



**Diane Nichols Tradd**  
*Assistant City Manager/DPD Director*

**Craig Thomas**  
*Deputy Director*

MEMORANDUM

TO: Eileen M. Donoghue, City Manager *EMD*

FROM: Diane N. Tradd, Assistant City Manager/DPD Director

DATE: January 7, 2020

SUBJECT: PETITION OF 10/08/19 BY COTE'S MARKET REQUESTING TWO (2)  
15-MINUTE PARKING SPOTS AT 175 SALEM STREET

The Transportation Engineer conducted a field visit to the above mentioned location, as well as a review of the current traffic ordinances to determine if it is appropriate to designate two 15-minute parking spots at this location.

The business currently resides at the center of the Acre/Highlands residential parking area, which is designated on Salem Street between Hancock Avenue and Pawtucket Street. The Acre/Highlands residential parking area prohibits on-street parking for vehicles without a residential sticker from 7 AM to 10 PM, Monday through Friday.

Cote's Market has a loading zone that runs 78 feet along the front of the business on Salem Street, which limits the availability of on-street parking. Also, Cote's Market has a designated parking lot about 20 feet east of the business with 10 parking spaces, with a clear sign that dictates it is for Cote's Market patrons.

Given that the business has a parking lot adjacent to the premises, and a loading zone in front of the building, it is not appropriate to eliminate two parking spaces in the Acre/Highlands residential parking area and assign them as 15-minute spaces. Current City ordinances state that loading zones are in effect Monday – Friday from 8 AM to 6 PM. It may be appropriate to consider revising the loading zone ordinance such that the time frames for loading and unloading can be tailored to the adjacent businesses, thus opening up that section for parking the remainder of the time. The Transportation Engineer will evaluate whether that is a feasible solution.

If there are further questions, please contact either the Parking Department at 978-674-4014 or the City Transportation Engineer at 978-674-1417 or via email [nvance@lowellma.gov](mailto:nvance@lowellma.gov).

AH/ah

cc: Cote's Market  
Natasha Vance, Transportation Engineer  
Terry Ryan, Parking Director



Eileen Donoghue  
City Manager

January 9, 2020

Mayor John J. Leahy  
and  
Members of the City Council

RE: Planning Board Appointment, Associate Member

Dear Mayor Leahy and Members of the City Council:

Pursuant to the authority specified under Mass. G.L. Chap. 41, sec. 81A and City Code §9-15, it is with pleasure that I am appointing Ms. Sinead Gallivan of 168 Princeton Boulevard, Lowell, MA 01851 as the associate member to fill the unexpired term of Jordan Gys expiring September 1, 2022.

Confirmation by the City Council is required for this appointment and is hereby requested.

I have attached her resumé for your review. I would be happy to answer any inquiries you may have concerning this appointment.

Very truly yours,

Eileen M. Donoghue  
City Manager

ED/boards

cc: City Clerk  
Diane Tradd, Asst. City Manager/Director DPD  
Planning Board

City Solicitor  
City Auditor  
MIS



**Profile**

Award winning Architectural Designer and Campus Planner.

**Professional Experience**

**Brown University**

Planner, Department of Planning, Design & Construction  
March 2018- Present

- Responsible for facilities planning, comprehensive project planning, and accessibility planning across multiple building portfolios.
- Coordinates Institutional Master Plan planning and City approval with multiple stakeholders for all new construction and development.
- Develops space plans, scopes of work, project budgets, and project schedules as it relates to architecture, design and construction.
- Plans energy projects across campus to support the institution's energy and sustainability goals.

**Gensler**

Architectural Designer, Job Captain  
November 2016- March 2018

- Worked effectively in project teams and directly with clients to see varied projects through conceptual design and analysis through construction administration and closeout.
- Developed project design, construction details, and presentation graphics while incorporating varied and complex programmatic requirements and scopes.
- Built 3D Building Information Models that were utilized as design and construction tools.
- Managed projects, responsible for project correspondance and communication with engineers, landscape architects, contractors and subcontractors.

**William J. Masiello Architect, Inc.**

Architectural Designer, Project Manager  
June 2010-November 2016

- Worked creatively within project teams to see projects through schematic design, design development, construction documents, and construction administration.
- Typologies of projects included Higher Education, Commercial, High-End Residential, Historic Renovations, Designing for Disabilities, and Prototypical Housing.
- Performed code reviews and site analysis that were concurrent with planning and zoning board approvals.
- Developed conceptual designs, interior design, materials palette, final project detailing, and construction documents.

**Notable Projects**

**Brown University Institutional Master Plan**  
Providence, RI

**MIT Center for Transportation & Logistics**  
Cambridge, MA 28,000 SF  
LEED Gold

**225 Wyman Office & Lab Development**  
Waltham, MA 500,000 SF

**Mixed-Use Project, Fenway**  
Boston, MA 729,000 SF

**Holy Cross Contemplative Center**  
West Boylston, MA 32,770 SF  
LEED Silver

**Becker College Center for Global Innovation & Entrepreneurship**  
Worcester, MA 22,500 SF

**Amego, Inc.**  
Northborough, MA 32,000 SF

**Engagement & Awards**

**AutoDesk Technology Center Resident** 2017  
Boston, MA

**ABX 2017 QUAD** 2017  
What's In International Design Competition Winner  
Boston, MA

**AIAS Shaking (up) Foundations** 2016  
The Art (re)Turn in Architecture Lecture & Panel  
Boston, MA

**Education**

**Wentworth Institute of Technology**  
Masters of Architecture *With Distinction*  
AIA Henry Adams Certificate  
Design Excellence Award  
Bachelor of Science in Architecture *Cum Laude*  
Arioch Merit Scholarship

**LEED Green Associate**

**Technical Competencies**

Design: Autodesk Revit, AutoCAD, Sketch-Up, Adobe Photoshop, Illustrator, InDesign, V-Ray, Sketching, Rendering, Woodworking machinery, Model-making  
Software: Microsoft Word, Excel, PowerPoint

Raymond Kelly Richardson  
Superintendent

Barry Golner  
Deputy Superintendent

Daniel R. Larocque  
Deputy Superintendent

OIC  
ICK  
1/2/2020

To: Eileen Donoghue  
City Manager

From: Raymond Kelly Richardson  
Superintendent of Police

Date: January 2, 2020

Re: Out of State Travel

I respectfully request your permission to send two members of the Lowell Police Department to attend the DEA Narcotics School. I have supplied a breakdown of costs below. Thank you for your time in this matter.

**Conference:** DEA Narcotics School

**Location:** Bedford, NH

**Dates to Travel:** January 27, - January 31, 2020

**Flight:** \$0

**Hotel:** \$0

**Conference Cost:** \$0

**Mileage/Fuel/Toll/Parking:** Will submit receipts upon return

**Car Rental:** \$0

**Per Diem:** \$0

**Number of people:** 1

Director of Health & Human Services  
978.674.1050

Date: January 7<sup>th</sup>, 2020  
To: Eileen Donoghue, City Manager *EAD OK*  
From: JoAnn Keegan, Interim Director of Health and Human Services

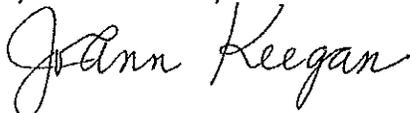
**Regarding: Permission to attend out of state workshop for:  
Lainnie Emond, Substance Abuse Coordinator, Health  
Department**

Lainnie Emond is requesting permission to attend the five-day Community Anti-Drug Coalitions of America (CADCA) 30<sup>th</sup> Annual National Leadership Forum. The Forum is being held Monday February 3<sup>rd</sup> through Friday February 7<sup>th</sup> in National Harbor, Maryland.

The CADCA Forum identifies itself as "the largest training event for community-based substance use and misuse prevention leaders". The Forum will address the latest science, news, and trends pertaining to substance misuse prevention, and will provide Lainnie the opportunity to network with leaders in the prevention field who work throughout the county. Lainnie will learn about the latest evidence based practices and strategies, which she will then bring back to Lowell as a means to expand upon the current substance misuse prevention efforts.

The Tewksbury Police Department Substance Abuse Prevention Collaboration (SAPC) grant will cover all expenses as Lainnie is a member of the Tewksbury SAPC Coalition. There will be no cost to the City of Lowell for Lainnie to attend the Forum.

Thank you in advance,



JoAnn Keegan  
Interim Director of Health and Human Services

Director of Health & Human Services  
978.674.1050

**Gaylord National Hotel & Convention Center**  
201 Waterfront St., National Harbor, MD 20745

-----  
**CADCA 30<sup>th</sup> Annual National Leadership Forum AGENDA**

**Monday, February 3**

7 am - 6 pm Registration Open  
8:45 am - 4:15 pm SAMHSA's Prevention Day  
4:30 - 5:30 pm "Where Culture Meets Prevention" An Intertribal Exhibition  
5:30 - 7 pm Opening Reception / Exhibits Open / Coalition Ideas Fair  
8 - 9:30 pm Youth Meet-n-Greet (*Open to All Youth*)

**Tuesday, February 4**

7 am - 6 pm Registration Open  
7:30 - 8:15 am Continental Breakfast / Coalition Ideas Fair  
7:30 am - 3:45 pm Exhibits Open  
8:30 - 10:30 am National Leadership Plenary  
10:30 - 11 am Networking Refreshment Break  
11 am - 12:15 pm Adult & Youth Training Sessions  
12:15 - 1:30 pm Lunch Break  
1:45 - 3 pm Adult & Youth Training Sessions  
3 - 3:30 pm Networking Refreshment Break  
3:30 - 4:45 pm Adult & Youth Training Sessions  
5 - 6 pm State & Territory Meetings  
7:30 - 9 pm National Coalition Academy Graduation

**Wednesday, February 5**

7 am - 2 pm Registration Open  
7:30 - 8:15 am Continental Breakfast / Coalitions Ideas Fair  
7:30 am - noon Exhibits Open  
8:30 - 10:45 am Capitol Hill Day Plenary & Legislative Update  
11:30 am - 12:30 pm Congressional Rally  
1 - 2:15 pm Adult Training Sessions  
1 - 5 pm Capitol Hill Day Appointments

Director of Health & Human Services  
978.674.1050

8 - 9:30 pm Youth Dance (*Open to All Youth*)

Thursday, February 6

7 am - noon Registration Open  
7:30 - 8:45 am Membership Breakfast (*Open to All*)  
8 - 11 am Exhibits Open  
9 - 10:15 am Adult & Youth Training Sessions  
10:15 - 10:45 am Networking Refreshment Break  
10:45 am - noon Adult & Youth Training Sessions  
12:20 - 2:20 pm National Leadership Awards Lunch  
2:45 - 4 pm Adult & Youth Training Sessions

Friday, February 7

8:30 am - noon DFC New Applicant Workshop\*

*\*All Forum events will take place at the Gaylord National Hotel and Convention Center unless otherwise noted.\**

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to Accept and Expend Funds from the FY20 Housing Choice Community Capital Grant in the amount of Two Hundred Twenty Five Thousand (\$225,000.00) Dollars.

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The City of Lowell is desirous of accepting and expending the FY20 Housing Choice Community Capital Grant; and

The Grant will make available to the City the sum of Two Hundred Twenty Five Thousand (\$225,000.00) Dollars for a comprehensive, citywide parking study.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL:

That the City Manager be and is hereby authorized to accept and expend funds from the FY20 Housing Choice Community Capital Grant in the amount of Two Hundred Twenty Five Thousand (\$225,000.00) Dollars for a comprehensive, citywide parking study.

BE IT FURTHER VOTED:

That the City Manager, on behalf of the City of Lowell, be and hereby is, authorized to execute any and all documents necessary in connection with the FY20 Housing Choice Community Capital Grant, including the expenditure thereof.



Eileen M. Donoghue  
City Manager

Kara Keefe Mullin  
Assistant City Manager

January 14, 2020

Mayor John J. Leahy  
and  
Members of the City Council

SUBJECT: Request for Approval to Accept and Expend FY20 Housing Choice Community Capital Grant Award

Dear Mayor Leahy and Members of the City Council:

I respectfully request that the City Council Vote to approve and accept the FY20 Housing Choice Community Capital Grant Award in the amount of \$225,000 – for a comprehensive, citywide parking study. The parking study will be a comprehensive long-term planning study. It will evaluate all current parking policies within the City, including the impact parking has on development in the City, downtown parking, the City’s residential dwelling program, residential parking areas, evaluating the use of shared parking, municipally owned parking garages, overnight residential parking in City lots and the City’s parking ordinances and parking requirements for development.

These funds were secured by the City of Lowell through an application to the Housing Choice Community Capital grant program, which is only available to eligible communities.

Thank you for your consideration.

Sincerely,

Eileen M. Donoghue  
City Manager

EMD/ns  
Attachment

cc: Christine P. O’Connor, City Solicitor  
Diane N. Tradd, Assistant City Manager/DPD Director  
Claire V. Ricker, Chief Design Planner  
Natasha Vance, Transportation Engineer

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to accept Permanent and Temporary Easements from the Lowell Regional Transit Authority (the "LRTA") to the City of Lowell pertaining to the City's project, known as Lord Overpass Project, which involves among other things, the widening, repair and improvements to Thorndike Street.

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BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager be and hereby is authorized on behalf of the City of Lowell, to accept Permanent and Temporary Easements from the Lowell Regional Transit Authority (the "LRTA") to the City of Lowell pertaining to the City's project, known as Lord Overpass Project, which involves among other things, the widening, repair and improvements to Thorndike Street in accordance with the Easement plan attached hereto and made a part hereof and referred to as Exhibit "A". Said Easements shall be in the form or substantially the form attached hereto and referred to as Exhibit "B".

BE IT FURTHER VOTED:

That the City Manager be and hereby is authorized to execute any and all documents pertaining to the Lord Overpass Project related to the Permanent and Temporary Easements from the Lowell Regional Transit Authority (the "LRTA").

BE IT FURTHER VOTED:

That the City of Lowell shall record said easements at the Registry of Deeds.

Property Address, Thorndike Street, Lowell, MA

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **Lowell Regional Transit Authority** (the "LRTA"), a body corporate and politic of the Commonwealth of Massachusetts established pursuant to Massachusetts General Laws Chapter 161B, having an address at 145 Thorndike Street, Lowell, Massachusetts 01852, and the **City of Lowell** (the "City"), a Massachusetts municipal corporation, having an address of 375 Merrimack Street, Lowell, Massachusetts 01852.

### Recitals

WHEREAS, the LRTA is the owner of property located at 115 Thorndike Street, Lowell, Massachusetts, and described more particularly in a deed recorded with the Middlesex North Registry of Deeds (the "Registry") in Book \_\_\_\_\_, Page \_\_\_\_\_ (the "LRTA Land");

WHEREAS, the LRTA leases land adjacent to the LRTA Land from the Massachusetts Bay Transit Authority (the "MBTA"), which leased property is described in instruments recorded with the Registry in Book 2226, Page 326, Book 2468, Pages 710, 713, and 7171, and Book 2746, Page 251 (the "Leased Property"), pursuant to lease dated May 1, 1999 and effective December 24, 1999, notice of which is recorded with the Registry in Book 10629, Page 25 (as it may be amended from time to time, "Lease").

WHEREAS, the City is undertaking a project, known as Lord Overpass Project, which involves, among other things, the widening, repair and improvements to Thorndike Street, which is adjacent to the LRTA Land and the Leased Property (the "Thorndike Reconstruction");

WHEREAS, the City requested that the LRTA grant the City permanent and temporary easements on portions of the LRTA Land and the Leased Property (together, the "LRTA Property") for public way and construction purposes; and

WHEREAS, the LRTA is amenable to granting the City said easements on portions of the LRTA Property on the terms and conditions set forth herein.

NOW, THEREFORE, for consideration of One Dollar (\$1.00), the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LRTA hereby grants to the City the following rights and easements in, on, and under the portions of the LRTA Property described below (collectively, the "Easement Areas"), subject to the provisions hereinafter set forth:

11B11

## Agreement

### 1. **Grant of Easements.**

(a) Roadway Easements. A permanent non-exclusive easement in the portions of the LRTA Property shown as "Parcel No. E-4" (5 s.f.±), "Parcel No. E-5" (92 s.f.±), "Parcel No. E-6" (1,133 s.f.±), and "Parcel No. E-7" (325 s.f.±) (collectively, the "Permanent Roadway Areas") on a plan of land entitled "Plan of Road in the City of Lowell Middlesex County", dated \_\_\_\_\_, prepared by the City of Lowell, and recorded herewith in Plan Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Plan"), for all purposes for which public ways are used in the City of Lowell, including, without limitation, for the purposes of constructing, installing, inspecting, operating, maintaining, repairing, removing, replacing and/or relocating, rights of way and any and all structures and facilities necessary or convenient to support the same, or related thereto, including, without limitation, rights of way, sidewalks, guardrails, support or retaining walls, signs, drains, water, sewer, electrical, telephone, cable and gas lines, and any related structures, facilities and/or other appurtenances (as may be now or hereinafter installed within the Roadway Easement Premises, the "Roadway Facilities"). The City will alter the layout of Thorndike Street to include the Permanent Roadway Areas within said layout;

(b) Retaining Wall. A permanent non-exclusive easement in, on and under the portion of the LRTA Property shown on the Plan as "Parcel No. W-1" (288 s.f.±) (the "Wall Area") for the purposes of demolishing the retaining wall currently located thereon and constructing a new retaining wall within the Wall Area and for the purpose of installing, inspecting, maintaining, repairing, removing, replacing and relocating water supply pipes and any facilities and/or appurtenances associated therewith within the Wall Area and to do all other acts incidental thereto. The City will ensure that the removal of the existing wall and/or the new wall does not threaten the integrity of the buildings and/or other improvements located adjacent to or near the Wall Area and shall be solely responsible for and shall promptly repair any damage occurring or relating to the City's use of the Wall Area; and

(c) Temporary Construction Easements. Exclusive temporary construction easements in, on, over, under and along the portion of the LRTA Property shown on the Plan as "Parcel No. TE-7" (3,621 s.f.±) and "Parcel TE-8" (1,056 s.f.±) (together, the "Temporary Construction Areas"), for the purpose of undertaking the Thorndike Reconstruction, including, without limitation, grading land, constructing, operating, improving, maintaining, repairing, replacing, relocating, realigning and/or reconstructing slopes of excavation and/or embankment, driveways, driveway aprons, sidewalks, retaining walls, stone walls, landscaping, loaming, planting trees, seeding, paving, and erosion control, which temporary construction easements shall terminate automatically on the earlier of four (4) years from the date on which this Grant of Easements is recorded with the Registry and the completion of the portion of the Lord Overpass Project in and around the LRTA Property without the necessity of recording any instrument with the Registry. Notwithstanding the foregoing, the LRTA shall have the right to use the Temporary Construction Areas if reasonably necessary for the safety of the LRTA Land and/or improvements thereof or public safety purposes; the LRTA shall not interfere unreasonably with the City's rights herein.

**2. Facilities.**

The Facilities shall be and remain the personal property of the City, and the City shall be responsible for maintaining the same in safe condition. The City shall be solely responsible for paying all utility charges associated with the Facilities and the City's failure to make timely payments shall constitute a material breach of this Agreement. The Facilities, together with any roadway or other improvements constructed by the City within the Easement Area, are referred to herein as the "City's Improvements." The City may enter upon the Easement Areas at any time and from time to time without prior notice to the LRTA for the purpose of inspecting the City's Improvements and/or the routine maintenance of the City's Improvements provided that such inspection or maintenance does not require any portion of the Easement Areas to be closed or inaccessible for use by others or otherwise interfere with the rights of the LRTA and/or others. In no event shall the City store or park vehicles within any portion of the LRTA Easement Premises. No advertising signs, boards, billboards or banners of any nature may be affixed to the Easement Areas by the City.

**3. Non-Exclusive.**

The City acknowledges and agrees that its rights in the Easement Areas are non-exclusive, except for the temporary construction easement, and that the LRTA reserves to itself all rights not explicitly granted herein, including, without limitation, the right to use the Easement Areas designated in Par. 1 (a) and (b) for any and all purposes, including the right to enter onto any of the Easement Areas to maintain, repair, replace, relocate and/or remove utility, communication and/or other facilities, and to grant such other easements and/or licenses as the LRTA deems reasonable, provided the same do not interfere materially with the rights granted to the City hereunder. The City and the LRTA shall take such reasonable steps as may be necessary to prevent any unreasonable interference with the other's use of the said Easement Areas.

**4. Subordination to LRTA Operating Requirements and Lease.**

(a) LRTA Use. The City acknowledges that the LRTA uses the LRTA Property for transportation purposes, and that the LRTA's ability to use the LRTA Property for access, parking, utilities and other uses at any and all times is integral to the operation of transportation systems. Accordingly, the easements granted hereby in the LRTA Property are subject and subordinate at all times to the requirements of the LRTA to maintain public safety and to maintain and operate transportation systems. In no event shall the City obstruct, hinder, delay or otherwise interfere with the operation of the LRTA's transit operations, ingress and/or egress from and to the LRTA Property, and/or the use of the LRTA Property by the LRTA and/or others entitled thereto, and, if the City's use of the Easement Areas is reasonably likely to interfere with the LRTA's operations, it shall give the LRTA at least five (5) days written notice thereof. The City acknowledges and agrees that, given the continued and uninterrupted use of the LRTA Property for transit related purposes is critical to the LRTA, that it shall use best efforts to coordinate any work in the Easement Areas with the LRTA so as to minimize any interference with the LRTA's transit operations, and that any occupation, work, use or activity permitted hereunder within the Easement Areas may be stopped or delayed at any time in response to each such requirements. The LRTA shall not be responsible or liable for any costs or other damages

incurred or suffered by the City as a result of any such interruption or delay, whether direct, indirect or consequential costs or damages.

(b) Relocation. The LRTA shall have the right to relocate the Wall Area and/or the improvements thereon if the LRTA's use of the LRTA Property, reasonably requires such relocation or removal, provided that the LRTA shall provide the City with written notice of any proposed relocation at least thirty (30) days in advance, or, in the event of an emergency threatening public safety or the integrity or use of LRTA's buildings or other improvements, with such notice as is practicable under the circumstances. The LRTA shall be responsible for removing and replacing and/or relocating the City Improvements at no cost to the City, unless such relocation or removal is necessary because the retaining wall and/or other improvements located within the Wall Area threaten the integrity of the LRTA's buildings and/or other improvements located adjacent to or near the Wall Area, as provided in Section 1(b). In the event of such relocation, the parties shall agree to the new location and record a modification or amendment to this Agreement that includes a revised Exhibit A showing the relocated Easement Areas. The parties agree that the other Easement Areas cannot be relocated.

(c) The Lease. The City understands that, for any portion of the Easement Area as set forth in Par. 1(b) that is part of the Leased Property, the rights of the City shall in all events be subject and subordinate to the Lease, and that a termination of the Lease will terminate any easements held by the City in the Leased Property. In the event of a termination of the Lease, the City, if requested to do so by the MBTA, shall at its sole cost and expense remove all or any portion of the City's Improvements and restore the Leased Property to the condition it was in prior to the date of this Agreement. The LRTA shall not be responsible or liable for any direct, indirect or consequential costs or damages incurred by the City as a result of any such termination or required removal, including, without limitation, pursuant to Massachusetts General Laws Chapter 79.

## **5. Construction.**

(a) Work Plan. The City shall give the LRTA at least thirty (30) days' written notice prior to installing, constructing, improving, replacing, and/or relocating any of the Facilities and/or improving, altering and/or repairing the Easement Areas (the "Work"), and, for any Work that is likely to interfere with the LRTA Property, including, without limitation, interference with buses and other vehicles using the Easement Areas for or on behalf of the LRTA, the City shall obtain the LRTA's prior written consent, not to be unreasonably withheld. The notice shall include a full set of contract documents and a set of full-sized plans and detailed specifications (including the materials to be used) and the equipment and proposed methods of performing the work, or any part thereof, together with a site safety and health plan for the Work and such other information as may be reasonably required by the LRTA (collectively, the "Work Plan") to the LRTA. The City shall not enter onto the Easement Areas for any such Work until the Work Plan for such Work has been approved in writing by the LRTA. Provided that the City's written notice to the LRTA hereunder prominently states the following: "THE LRTA'S FAILURE TO ACT WILL BE DEEMED APPROVAL," the LRTA's failure to object within said thirty (30)-day period shall be deemed approval of the Work stated in the notice, provided that in no event shall the Work or alterations made by the City interfere with or hinder the safe and continuous passage of vehicles for or on behalf of the LRTA. Other than as permitted hereunder, no other alterations or improvements of any kind or nature shall be made to the Easement Area, and no

buildings, structures or facilities installed or placed on the Easement Area, without the LRTA's prior written consent, which may be withheld in its sole and absolute discretion.

(b) Safety Measures. The City shall take such reasonable security measures as may be necessary to protect the LRTA's operations, property, employees or customers during the City's conduct of Work and/use of the Easement Area.

(c) Conduct of Work. All Work shall be done in a good and workmanlike manner, using materials of good quality and, to the maximum extent feasible, at such times that the LRTA Property is not being used by the LRTA or others. The City shall use diligent efforts to complete its Work in an expeditious manner without interference with the use of the LRTA Property by the LRTA and others entitled thereto. At the end of each day's construction activities, the City must restore the Easement Areas to a safe condition. After completion of Work on, under, within or above the Easement Areas, the City shall promptly return the Easement Areas to the same condition they was in prior to such Work, except that City Improvements permitted under this this Agreement may remain in place.

(d) As-Builts. Upon completion of any Work, including without limitation the construction and installation of the City's Improvements, the City shall provide the LRTA with reproducible "as-built" copies of each approved construction drawing indicating the final conditions of the Easement Areas, which drawings must be certified by a Massachusetts-registered land surveyor or civil engineer.

(e) Dig Safe. The City acknowledges that there may be surface and subsurface utilities on, under, over and adjacent to the Easement Areas and agrees to exercise extreme caution in performance of any Work. The City shall comply with Massachusetts General Laws, Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant thereto, including, but not limited to, 220 CMR 99.00, et seq., in connection with the exercise of the City's rights hereunder, at its sole cost and expense.

## **6. Use of Easement Areas; Maintenance and Repair.**

(a) Maintenance by LRTA. The LRTA shall have no obligation to maintain, repair and/or replace the Easement Areas, the Facilities and/or the other City Improvements, including keeping the same in safe and passable condition. Notwithstanding the foregoing, the LRTA shall be solely responsible for and shall promptly repair, at its sole cost, any damage or harm caused by the LRTA or its agents, employees and/or contractors to the Facilities and/or other City Improvements Property, and/or the Easement Area.

(b) Maintenance by the City. The City shall (i) be responsible for all costs associated with the Easement Areas and the City's Improvements, including, but not limited to, all costs associated with the construction, installation, maintenance, operation, repair, replacement and/or removal of the City's Improvements; (ii) keep and maintain the Easement Areas and the City's Improvements in good, safe and clean order and repair and in compliance with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and/or ordinances applicable to the LRTA or the City, including, without limitation, the Environmental Laws (defined below) (collectively, "Applicable Laws") and promptly make all necessary repairs to keep the Easement Areas and the City's Improvements in good working order and safe

condition, at its sole cost and expense; (iii) have sole responsibility for the condition of the Easement Areas and the City's Improvements; (iv) do whatever is necessary in accordance with sound construction and engineering practices (including, but not limited to, installing proper drainage and removing snow, ice, debris, gravel, and dust), subject to such reasonable conditions as may be imposed from time to time by the LRTA, to prevent any material negative impact on the Easement Areas or on the LRTA Property and/or any improvements thereon, from the use of the Easement Areas by the City; and (v) with reasonable promptness make all repairs to the Easement Areas and the City's Improvements of every kind and nature that may be required at the City's sole cost and expense.

(c) Compliance with Applicable Laws, Regulations and Permits. In exercising its rights hereunder, the City shall comply with, and shall cause all Work by or on behalf of the City hereunder to comply with, all Applicable Laws, at its sole cost and expense, including, without limitation, G.L. c. 40, §54A, to the extent applicable. The City shall also be responsible, at its sole cost and expense, for obtaining, complying with and maintaining any and all federal, state, public utility commission, local and/or other governmental authority permits and/or approvals necessary to carry out the activities performed by or on behalf of the City hereunder. The City shall also be responsible, at its sole cost and expense, for complying with such reasonable regulations as the LRTA may from time to time establish to govern the City's use of the Easement Areas.

(d) Liens. The City shall not encumber or voluntarily cause a lien to be placed upon the LRTA Property and/or the Easement Areas and shall take all commercially reasonable steps necessary to promptly remove any such encumbrances or liens at its sole cost and expense.

#### **7. Hazardous Materials; Indemnity.**

The City shall not, nor permit any of the other City Parties to, bring onto, store, use, release or dispose of any hazardous materials, hazardous substances, oil or other toxic materials on the LRTA Property (collectively, "Hazardous Materials"), as those terms are defined in or regulated under G.L. c. 21E and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000, et seq., and any and all federal or other state laws, rules, regulations, orders, judgments, decrees, licenses, authorizations, directions and requirements of all governments, departments, and offices, relating in any way to the control and/or abatement of environmental pollution and environmental hazards (as the same may be amended from time to time, the "Environmental Laws"), and shall defend, indemnify, defend and hold harmless the LRTA from and against any and all claims, causes of action, administrative actions, administrative penalties, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all costs associated with the removal and clean-up of Hazardous Materials, fines, penalties, attorneys' fees, and consultant and expert fees) caused by or resulting from the presence, use, storage, generation, releases or disposal of hazardous substances by any of the City Parties on or about the LRTA Property (the "City Hazardous Activities"). The City's covenant to indemnify, defend and save the LRTA harmless from claims related to Hazardous Materials includes the obligation of the City to perform any required response action related to the Easement Areas and/or other impacted property required by a governmental authority at the City's sole cost and expense and in accordance with any of the Environmental Laws. The provisions of this Section shall survive the termination of this Agreement

## 8. Indemnification; Release.

(a) Indemnification. The City shall protect, indemnify, defend (at the option of the LRTA), and hold harmless the LRTA from and against any and all liabilities, losses, damages, costs, expenses, (including reasonable attorneys' or other professionals' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever (including, without limitation, damages to real estate or personal property, or the illness, injury or death of a person) including, without limitation, those related to any Hazardous Materials and/or the Environmental Laws), that are brought against, asserted, imposed upon and/or incurred against the LRTA after the date hereof which occur or arise as a result of any of the following activities or occurrences:

- (i) the activities of the City and/or the City's use of the Easement;
- (ii) the presence, discovery or revealing of any environmental condition including Hazardous Materials on the Easement Areas (or other portions of the LRTA Property), , which presence, discovery or revealing is a result of the City's activities hereunder and/or use of the Easement Areas; or
- (iii) the placement of or release or discharge of any Hazardous Materials on, in, at, under, over, through or associated with the Easement Area (or other portions of the LRTA Property) by the City ; or
- (iv) any failure of the City to perform or comply with any of the terms hereof and/or the Applicable Laws, including, without limitation, the Environmental Laws.

Notwithstanding the foregoing, the indemnification described above shall not apply to the City to the extent of any gross negligence or willful misconduct of the LRTA.

(b) Release. The City has inspected the Easement Areas and accepts the Easement Areas "as is". The City assumes all the risk of entry onto and use of the Easement Areas and the City hereby releases the LRTA from any responsibility for the City's losses or damages related to the condition of the Easement Areas and/or the City's use of the Easement Area, and the City covenants and agrees that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim, or any other claim) against the LRTA, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by the Massachusetts Department of Environmental Protection. Nothing herein shall release the LRTA from claims for losses or damages relating to Hazardous Materials within the Easement Areas that are not caused by or relating to the City Hazardous Activities, to the extent LRTA is responsible therefor under applicable laws, rules, and regulations.

(c) Survival. The provisions of this Section shall survive the termination of this Agreement.

## 9. Insurance; Requirements.

(a) Insurance. The Grantee understands that the City is self-insured. However, during any time that any Work is performed for the City within the Easement Areas by persons other than the City's employee, including its consultants and contractors, the parties performing the Work shall at all times maintain the following insurance and shall provide the LRTA with a certificate or certificates of insurance and shall, forever thereafter, renew and replace any expired certificate, evidencing the insurance of the activities permitted hereunder, with companies that comply with the requirements stated below, in which the LRTA is an additional insureds (other than workers insurance) and which provide minimum liability coverage as follows:

- (i) *Commercial General Liability Insurance*. Insuring the City, the LRTA, the Easement Areas and all activities of the City permitted pursuant to this Agreement, as well as the City's indemnification obligations contained herein, with minimum liability coverage for personal injury, bodily injury and property damage with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate and umbrella liability coverage with limits of not less than Five Million Dollars (\$5,000,000.00) must also be provided. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis).
- (ii) *Workers' Compensation Insurance and Employers' Liability Insurance*. Insuring all persons employed by the City in connection with any work done on or about the Easement Areas with respect to which claims for death or bodily injury could be asserted against the LRTA, including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident. The policy shall contain a clause waiving the right of subrogation in favor of LRTA. Each of the City's contractors, subcontractors and consultants performing work on or about the Easement Areas shall have similar policies covering their employees.
- (iii) *Automobile Liability Insurance*. Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of the City and its subcontractors and consultants that are used in the activities permitted hereunder.

(b) General Requirements. The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A or better, shall be kept in full force and effect until the completion of any Work, shall be primary and non-contributory to any insurance or self-insurance maintained by the LRTA, and shall require that the LRTA be given at least thirty (30) days' advance written notice in the event of any cancellation or non-renewal in coverage. All such insurance as is required of the City shall be provided by or on behalf of all contractors and/or subcontractors to cover their operations performed. The City shall ensure that such insurance policies are in place and provide coverage as required throughout the term of this Agreement, and provide the MBTA and the LRTA with certificates of insurance prior to undertaking any Work and at such other times as the LRTA may reasonably request. The City shall be held responsible for any modifications, deviations or

omissions in the compliance with these requirements by any contractor or subcontractor of the City.

**10. Event of Default.**

In the event the City shall fail to comply with any term or condition herein (an “Event of Default”), the City shall have thirty (30) days from receipt of written notice from the LRTA of such Event of Default to cure such Event of Default (except that in the case of an Event of Default which cannot with due diligence be cured within such thirty day (30) period, then so long as the City proceeds with due diligence to commence to cure the same within the aforesaid thirty (30) day period and thereafter prosecutes the curing of such Event of Default with all due diligence to completion). Notwithstanding the foregoing, if the Event of Default is one that imminently threatens the safety of the public and/or would imminently cause harm to any of the LRTA’s improvements on the LRTA Property and/or the imminently impede LRTA’s ability to operate the transportation system, then it shall be considered an emergency default. In the event of an emergency default, if the City does not affect an immediate cure, the LRTA may use self-help at the expense of the City and the City shall be responsible for such expenses. However, in that event, prior to LRTA’s incurring any expenses it shall first notify the City of the estimated cost, except during an emergency, in which event notice shall be given as soon as practicable. The LRTA shall comply with applicable Massachusetts public bidding laws.

In the event the City contests the LRTA’s allegation of default and obtains a Court determination that a default did not occur, the City shall have no responsibility to reimburse the LRTA for any expenses that the LRTA may have incurred to cure or abate the alleged default.

**11. Removal of Installations/Improvements.**

At such time as the City ceases to use the Easement Areas, or in the event of the termination of this Agreement, the City shall, at its sole cost and expense, remove any and all personal property, improvements and installations made by it in the Easement Areas, and restore the Easement Areas to the condition they were in at the commencement of this Agreement. Any personal property or installations not so removed shall be deemed abandoned and may be removed and disposed of by the LRTA without any liability to the LRTA for such removal and disposition, all at the sole cost and expense of the City. This section shall not apply to Section 1 (c), which describes a temporary construction easement, provided, however, that the City shall restore the Temporary Construction Areas to their condition prior to the City’s entry thereon promptly upon the completion of the work.

**12. Miscellaneous.**

(a) Taxes. The City shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable during the time during which the Agreement continues to exist, which may be assessed against the City or the LRTA which are directly attributable to the City’s installations on, improvements to or use of the Easement Areas, or any personal property or fixtures of the City located thereon.

(b) Notices. All notices to be given pursuant to the terms hereof shall either be delivered in hand by messenger with signed receipt or by recognized overnight courier services with signed receipt, or shall be mailed by certified or registered mail, return receipt requested, postage prepaid, to the party entitled to receive such notice addressed as described below. Notices shall be deemed given when delivered by messenger or overnight courier service on the date of the delivery as aforesaid or when deposited in certified or registered United States mail, postage prepaid, return receipt requested.

*If to the LRTA:*

Lowell Regional Transit Authority  
115 Thorndike Street  
Lowell, Massachusetts 01852

*If to the City:*

Joe Giniewicz  
Department of Planning and Development  
City of Lowell  
50 Arcand Drive  
Lowell, MA 01852

Claire Ricker  
Department of Planning and Development  
City of Lowell  
50 Arcand Drive  
Lowell, MA 01852

The LRTA and the City shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this Agreement any other address or addresses by giving fifteen (15) days' written notice thereof to the other parties in accordance with the provisions herein.

(c) Amendment. This Agreement may not be amended, released or terminated except by a recorded instrument executed by the City and the LRTA.

(d) Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

(e) Governing Law. The validity, construction and interpretation of this Agreement will be in accordance with the laws of the Commonwealth of Massachusetts.

(f) Bind and Inure. The obligations and benefits created pursuant hereto shall run with the land and be binding upon and inure to the benefit of the respective parties, their successors and assigns.

(g) Waiver. No consent or waiver, expressed or implied by the City or the LRTA to or for any breach of any covenant, condition or duty of the other party hereunder shall be construed as a consent or waiver to or for any other breach of the same or any other covenant, condition or duty hereunder.

(h) 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 agreement between the parties and may be terminated, cancelled, modified or amended only by a written instrument executed by all of the parties and recorded with the Registry.

(i) Limited Liability. In no event shall any partner, trustee, principal, officer, director, shareholder, employee or agent of the City or the LRTA have or incur any personal liability for any of the liabilities or obligations of the City or the LRTA, as applicable, hereunder and no personal judgment shall be sought, levied or enforced against any such person individually.

(j) Recitals. The recitals to this Agreement are incorporated into and are part of this Agreement.

(k) Severability. If any provision hereof shall to any extent be invalid or unenforceable, the remainder hereof (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each provision hereof shall be valid and enforceable to the fullest extent permitted by Applicable Law.

(l) Recording. The City agrees to pay for the cost of recording this Agreement and any plans or other documents relating thereto.

*[Signatures on following pages]*

IN WITNESS WHEREOF, the parties have signed this Agreement under seal as of this 23<sup>rd</sup> day of December, 2019

**LOWELL REGIONAL TRANSIT AUTHORITY**

By:   
James H. Scanlan  
Administrator, duly authorized

**CITY OF LOWELL**

By: \_\_\_\_\_  
Eileen Donoghue  
City Manager, duly authorized

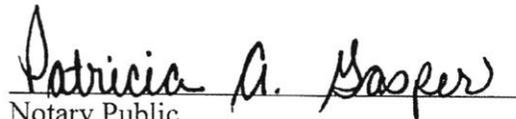
**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this 23 day of December, 2019, before me the undersigned Notary Public, personally appeared James H. Scanlan, Administrator of the Lowell Regional Transit Authority, proved to me through satisfactory evidence of identification, which was the notary's personal knowledge of the individual, to be the person whose name is signed on the preceding document, and acknowledge to me that he signed it voluntarily for its stated purpose on behalf of the Lowell Regional Transit Authority.



**PATRICIA A. GASPER**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 28, 2022

  
Notary Public  
My commission expires: October 28, 2022

COMMONWEALTH OF MASSACHUSETTS

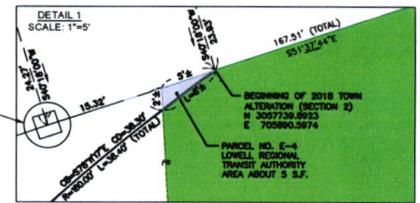
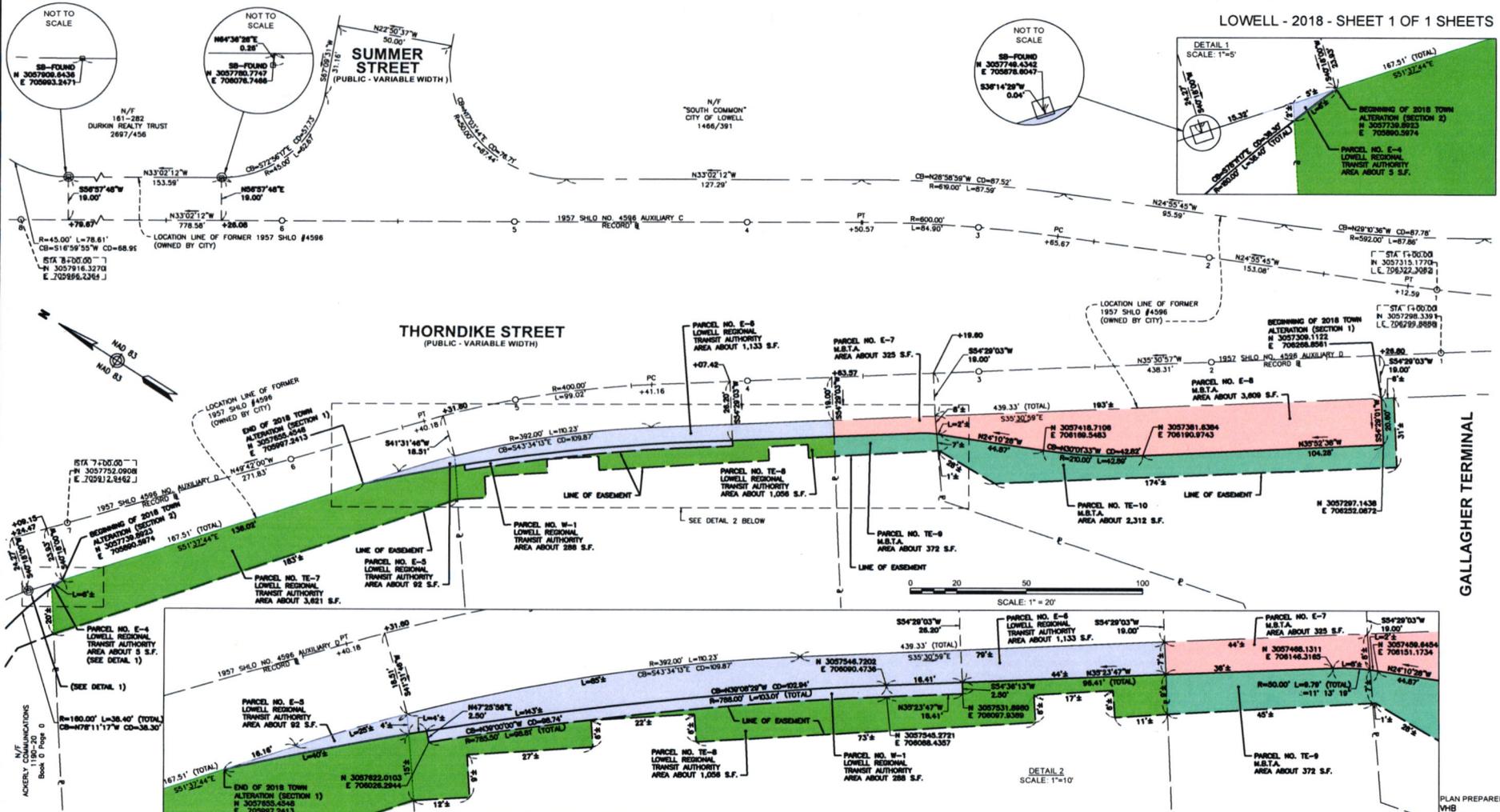
Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared Eileen Donoghue, City Manager, proved to me through satisfactory evidence of identification, which was Notary's personal knowledge of the individual, to be the person whose name is signed on the preceding document, and acknowledge to me that she signed it voluntarily for its stated purpose on behalf of the City of Lowell.

\_\_\_\_\_  
Notary Public

My commission expires:

699557.4/LRTA/0008



FOR REGISTRY USE

**Certification**

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.  
 I HEREBY CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIP'S, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN. (MASS. GEN. LAWS CHAPTER 41, SEC. 81-X).

LEGEND	
E	ROADWAY EASEMENT
W	WALL EASEMENT
TE	TEMPORARY EASEMENT
N/F	NOW OR FORMERLY
SF	SQUARE FEET

- NOTES:
1. THE EXISTING MONUMENTATION AND TIES FOR THE CITY AND COUNTY LAYOUTS SHOWN ON THIS PLAN WERE LOCATED DURING A FIELD SURVEY PERFORMED BY VHB IN 2009, WITH SUPPLEMENTAL FIELD SURVEY PERFORMED IN 2015 AND 2017.
  2. THE PROPERTY LINES FOR PARCELS SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY CONDUCTED BY VHB IN 2009, WITH SUPPLEMENTAL FIELD SURVEY PERFORMED BY VHB IN 2015 AND 2017.
  3. THE PURPOSE OF THIS PLAN IS TO CREATE PERMANENT AND TEMPORARY EASEMENTS FOR THE CITY OF LOWELL.

APPROVED: \_\_\_\_\_  
 \_\_\_\_\_  
 CITY OF LOWELL  
 COMMISSIONER OF PUBLIC WORKS

PLAN OF ROAD IN THE CITY OF  
**LOWELL, MASS**  
**MIDDLESEX COUNTY**  
 SHOWING LOCATION OF EASEMENTS  
 FOR THE PURPOSE OF RECONSTRUCTING  
 THORNDIKE STREET  
 FOR THE CITY OF LOWELL  
 SCALE: VARIES

DATE: \_\_\_\_\_  
 RUSSELL J. BOUSSOU, PLS #35389

11/11



Eileen M. Donoghue  
City Manager

Kara Keefe Mullin  
Assistant City Manager

January 14, 2020

Mayor John J. Leahy  
and  
Members of the City Council

REFERENCE: LRTA Easement Agreement for Lord Overpass

Dear Mayor Leahy and Members of the City Council:

The Department of Planning and Development (DPD) and Engineering Department are making final preparations for the Lord Overpass project. As part of the project, the City will receive a temporary (construction) easement and permanent easements from the LRTA. Additionally, the City is finalizing easement documents with DCAMM. Following the approval of these easement agreements, the City will continue to advance the project with start-up in the spring.

The Department of Planning and Development recommends that the Council approve the proposed easement agreement with the LRTA in order to continue to move this project forward. The Law Department has prepared the necessary Vote.

If you have any questions please feel free to contact Diane Tradd at the Department of Planning and Development at 978-674-4101.

Sincerely,

Eileen M. Donoghue  
City Manager

EMD/ns  
Attachment

cc: Diane N. Tradd, Assistant City Manager/DPD Director  
Christine P. O'Connor, City Solicitor  
Christine Clancy, Commissioner of Public Works  
Claire V. Ricker, Chief Design Planner  
Joseph Giniewicz, Urban Renewal Project Manager

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to execute a Temporary Access Agreement between the City of Lowell and Colonial Gas Company, relative to 157 West Forest Street, Lowell.

-----

The City of Lowell owns property at 157 West Forest Street, Lowell, and

Colonial Gas Company has requested access to said property for the purpose of performing an archaeological survey of a portion of the replacement gas line's location in accordance with state permitting requirements with a termination date of May 31, 2020; and

A Temporary Access Agreement for such purpose is needed; and

The City of Lowell is willing to grant temporary access to Colonial Gas Company its employees, agents, representatives and contractor's access onto the property in order to perform said archaeological survey, subject to the terms and conditions for a period that will terminate on May 31, 2020.

BE IT VOTED BY A TWO-THIRDS VOTE OF THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager be and he is hereby authorized to execute a Temporary Access Agreement between the City of Lowell and Colonial Gas Company, its employees, agents, representatives and contractor's relative to property at 157 West Forest Street for the purpose of performing an archaeological survey of a portion of the replacement gas line's location in accordance with state permitting requirements with a termination date of May 31, 2020, all as more fully described in the form, or substantially the form, attached hereto marked "A" and the Plan marked "B".

## PROPERTY ACCESS AGREEMENT

THIS PROPERTY ACCESS AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF LOWELL**, a municipal corporation, having a mailing address of 375 Merrimack Street, Lowell, MA 01852 (the "City"), and **COLONIAL GAS COMPANY**, a Massachusetts corporation, having a usual place of business at 40 Sylvan Road, Waltham, MA 02451 ("Colonial Gas" or the "Company").

WHEREAS, the City owns a parcel of land located at 157 West Forest Street in Lowell, Massachusetts, all as more particularly described as Lot D in that vote dated April 2, 2014 and recorded with the Middlesex North District Registry of Deeds in Book 28108, Page 115 ("the Property"); and

WHEREAS, in connection with the Company's Lowell Area Gas Modernization Project, wherein the Company is replacing an existing natural gas pipeline to improve the safety and reliability of the same (the "Project"), Colonial Gas has requested that the City permit Colonial Gas the right to enter upon the Property for the purpose of performing an archaeological survey of a portion of the replacement gas line's location in accordance with state permitting requirements, all as more particularly described below; and

WHEREAS, the City has agreed to provide temporary access to the Property to Colonial Gas and its authorized agents, employees, representatives and contractors, in order to perform said archaeological survey subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- (1) Access. The City hereby grants to Colonial Gas and its authorized agents, employees, representatives and contractors, a license to enter and use the Property for the purpose of conducting an archaeological survey as more particularly described on the scope of work attached hereto as Exhibit A (the "Work") in the location shown as "Archaeological Sensitive Area 2" on the sketch plan attached hereto as Exhibit B (the "Work Area"). Note that both the Work and the Work Area also reference a second area, but that area is not on land owned by the City of Lowell and is not subject to the terms of this Agreement.
- (2) Activities at the Property. Colonial Gas shall obtain all of the necessary permits and approvals and shall be responsible for working conditions on those portions of the Property where the Work takes place, including the protection of the health, welfare and safety of all persons and Property during the performance of the Work and compliance with Occupational Safety and Health Administration, and other applicable federal, state and local governmental laws, ordinances, codes, rules and regulations.
- (3) Indemnification; Insurance. Colonial Gas will indemnify, hold harmless and defend the City from and against all injury, loss, or damage (including death) on or about the Property caused by or resulting from any negligent act or omission of Colonial Gas or its agents, employees, representatives, or contractors in connection with or arising out of the performance of the Work at the Property; provided, however, that Colonial Gas shall not be responsible for the negligent acts or omissions of City or its agents, employees, representatives, or contractors at the Property. Colonial Gas agrees it shall maintain comprehensive general liability insurance in terms and amounts commercially reasonable covering any action arising in connection with the Work and shall include City as an additional insured thereunder.
- (4) Restoration of the Property. Colonial Gas agrees that, upon completion of the Work, Colonial Gas shall repair any damage to the Property caused as a result of Colonial Gas's Work at the Property, and to restore the ground surface of the Property to substantially the same condition in which it existed prior to Colonial Gas's commencement of the Work. Colonial Gas's restoration obligations under this Paragraph shall survive any termination of this Agreement.

(5) Term. The license granted herein shall commence upon the execution of this Agreement by both parties and expire on May 31, 2020. The City shall have the right to terminate or revoke this Agreement by providing at least five (5) days prior written notice to Colonial Gas.

(6) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

(7) Complete Agreement and Modification. The terms of this Agreement apply to access to the Property for performance of the Work and shall supersede the terms of any prior agreements between the parties involving access to the Property. This Agreement may not be modified or amended unless mutually agreed upon in writing by both parties.

(8) Binding Effect; Severability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, including successors in title to the Property. This Agreement is solely for the benefit of said parties and their respective successors and assigns and may not be enforced by, nor shall it be construed for the benefit of, any third party. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(9) Transfer or Sale of Property. During the Term of this Agreement, the City shall notify Colonial Gas in advance as promptly as practicable of the proposed transfer or sale of all or any part of the Property.

(10) Notices. The giving of notice hereunder shall be by delivery in hand or by mailing by certified mail, return receipt requested, or express mail, or courier, as follows: (1) in the case of the City to the attention of Christine Clancy, P.E., City Engineer, City of Lowell Dept. of Public Works, 375 Merrimack Street, Lowell, MA 01852; (2) and in the case of Colonial Gas to the attention of Mathew Hayward, Project Manager, National Grid, 40 Sylvan Road, Waltham, MA 02451, with a copy to Megan F.S. Tipper, Esq., Assistant General Counsel, at the same address; or to any other address specified in a written notice sent to the City or Colonial Gas by the party changing its address. Any notice hereunder shall be deemed effective upon delivery in hand with a receipt therefor having been obtained or upon the first attempted delivery by mail or courier whether or not such delivery is accepted by the addressee.

(11) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of an original and all of which together shall constitute but one and the same document. A signature set by facsimile shall have the same force as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as a sealed instrument effective as of the date first above written.

**CITY OF LOWELL**

**COLONIAL GAS COMPANY**

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

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

## EXHIBIT A

### SCOPE OF WORK

#### PROPOSED ARCHAEOLOGICAL TESTING

Archaeological testing is proposed by Commonwealth Heritage Group, Inc (Commonwealth) for two locations in proximity to West Forest Street in Lowell as part of the environmental compliance for the Lowell Area Gas Modernization Project. This testing has been requested by the Massachusetts Historical Commission (MHC) in their letter dated October 19, 2018 and will be conducted under a Permit issued by the MHC in compliance with state and federal regulations, as outlined in Massachusetts General Laws Chapter 9, Sections 26-27C (950 CMR 70-71), and Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR 800). Since the Project requires permits from the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act, it is also subject to review under Section 106 of the National Historic Preservation Act ("Section 106"). Colonial Gas is coordinating with both the USACE and MHC to avoid adverse effects to any eligible and potentially eligible historic and archaeological resources. As part of its Section 404 permit review and pursuant to Section 106, the USACE will consult with Native American tribes that express an interest in the historic and archaeological resources that may be affected by portions of the Project subject to USACE jurisdiction.

The proposed archaeological testing is to be performed on two areas of well drained soils outside of wetlands but within 300 ft of wetlands, favorable environmental conditions for encountering Native American archaeological sites. Archaeological testing involves manual excavation by shovel of small excavation tests. These are square 50-x-50 cm (1.5-x-1.5 ft) standard test pits (STPs) excavated along the proposed route of the gas pipeline. Systematic testing will take place with STPs every 10-m or 33 ft; the depth of excavation is typically 60 cm or about 2 ft. If any artifacts of potential significance are encountered, additional test pits will be placed around the STPs in which the artifacts are recovered at 5m (16.5 ft) intervals. Soil from the shovel test pits will be screened through one-quarter inch hardware cloth to ensure uniform recovery of artifacts. Once excavated, the STP is backfilled and returned to its natural appearance. Recovered artifacts will be returned to Commonwealth's laboratory for processing and will be property of the Commonwealth of Massachusetts in accordance with Massachusetts General Laws Chapter 9, Sections 26-27C (950 CMR 70-71).

Approximately three to four STPs each are proposed for Areas 2 and 3 as seen on the attached plan. It is estimated that the work will be completed by two archaeologists in the span of one day. STPs will not be left open if a second day of field work is necessary. All excavations are backfilled within the work day.

The proposed work is to assist in the environmental compliance for the project so that significant cultural resources of the Commonwealth of Massachusetts are identified if they will be affected by the project. Without conducting the subsurface professional testing, it is not possible to ascertain whether or not there is anything of cultural significance at the location.

Please feel free to contact me or the designated project contact for additional information as needed.

Respectfully,  
Martin Dudek



Martin Dudek  
Senior Project Manager/Principal Investigator 410  
Great Road, Suite B14, Littleton, MA 01460 p:  
(978) 793-2579  
e: [mdudek@chg-inc.com](mailto:mdudek@chg-inc.com)  
[commonwealthheritagegroup.com](http://commonwealthheritagegroup.com)

**EXHIBIT B**

**PLAN**



EXHIBIT B PLAN – 157 WEST FOREST STREET



Christine Clancy, P.E.  
DPW Commissioner

Date: January 9, 2020

TO: Eileen Donoghue, City Manager

FROM: Christine Clancy, P.E., DPW Commissioner

**SUBJECT: Request for City Council to authorize execution of access agreement for Colonial Gas Company to access City land (157 West Forest Street)**

---

This is a request for City Council to authorize the execution of an access agreement for Colonial Gas Company to access 157 West Street, Lowell, MA, a City owned parcel. As part of Colonial Gas Company's Lowell Area Gas Modernization Project, Colonial Gas is required to perform archaeological surveys in a few select locations along the proposed route of the replacement pipeline in the general area of the crossing of West Forest Street. One of these locations is on a parcel owned by the City of Lowell, 157 West Forest Street. The archaeological survey will determine if there are any significant cultural resources of the Commonwealth of Massachusetts within the project area. Without conducting this testing, it is not possible to ascertain whether or not there is any cultural significance at this location. The disturbed area will be restored to substantially the same condition upon completion of this testing.

The access agreement is attached. Upon execution of the access agreement, Colonial Gas anticipates completing the testing this winter or spring.

Thank you

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

VOTE

IN CITY COUNCIL

**ORDER,**

To transfer funds to pay for needed repairs to the School Street Cemetery wall from Middlesex Street to the entrance of the cemetery.

**ORDERED,**

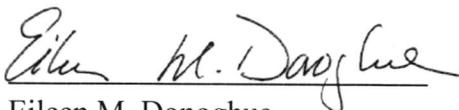
By the City Council of the City of Lowell, as follows:

**That the amount of Sixteen Thousand and 00/100 (\$16,000.00) Dollars** be transferred:

**FROM:** Perpetual Care Interest Fund # 8406 as described in "Attachment A":

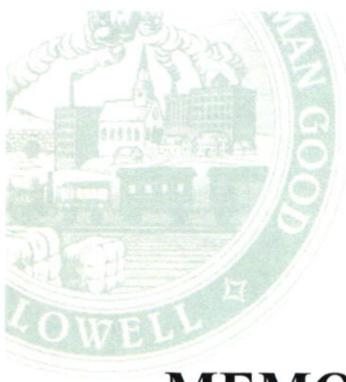
**TO:** Cemetery Improvements Account #04914153 530000 as described in "Attachment A":

**ORDER RECOMMENDED AND INTRODUCED BY:**



Eileen M. Donoghue  
City Manager





Conor Baldwin  
 Chief Financial Officer

## MEMORANDUM

**TO:** Eileen M. Donoghue, City Manager  
**FROM:** Conor Baldwin, Chief Financial Officer   
**CC:** Christine Clancy, DPW Commissioner  
**DATE:** January 8, 2020  
**SUBJECT:** Cemetery Transfer – Perpetual Care

The recording secretary for the cemetery commission has forwarded to me a request for the City Council to transfer funds from the ‘perpetual care’ fund to support activities in the cemetery division of DPW in FY2020. In December, the commission voted to support this transfer to fund additional repair work for the retaining wall at the School Street Cemetery. As this is a special revenue fund, separate and distinct from the city’s general fund, there is no bearing on taxes.

Cities and town with cemetery commissioners may receive gifts for maintenance of cemeteries and cemetery lots. These gifts must be turned over to the treasurer and maintained in a “perpetual care fund,” separate from other accounts of the City. The City Treasurer must invest perpetual care monies in accordance with the specific instructions of the donors. If the donors gave no investment instructions, the Treasurer must invest the monies as directed by the cemetery commissioners. Mass General Law Chapter 114 § 25 provides the authority for cities and towns to appropriate these funds for improving the cemetery grounds, amongst other uses.

This transfer request is routine in nature, as the statute specifically contemplates the use of these funds for improving the cemeteries. The total of the transfer request is \$16,000. According to the enclosed memorandum from the recording secretary for the commission, the transfer is needed to fund the repair work. I have included a summary of the impacted accounts below. Please let me know if you have any questions.

Account Name	Original Budget	Previous Transfers	YTD Revenue		YTD Expenditures		Balance Before		Balance After	
			(Actual)	Current Budget	(Actual)	Encumbrances	Transfer	Transfer	Transfer	
Perpetual Care - Interest	\$176,958.76	\$ -	\$ 17,747.66	\$ 194,706.42	\$ -	\$ -	\$ 194,706.42	\$ (16,000.00)	\$ 178,706.42	
Cemetery Professional Services	\$ 163,000.00	\$ 30,000.00	\$ -	\$ 193,000.00	\$ 95,445.09	\$ 52,458.46	\$ 45,096.45	\$ 16,000.00	\$ 61,096.45	

---

*There's a lot to like about Lowell.*

Ralph Snow  
DPW Commissioner

Shannon Cohan  
Superintendent of  
Parks and Open Space

December 12, 2019

Conor Baldwin  
Chief Financial Officer  
375 Merrimack Street  
Lowell, MA 01852

Re: Cemetery Commission transfer of \$16,000.00 to be approved by the City Council

Dear Conor,

On Tuesday, December 10, 2019 the Cemetery Commission met for its regularly scheduled monthly meeting.

During the meeting the Cemetery Commission discussed a request to transfer \$16,000.00 to pay for repairs to the School Street Cemetery wall. The wall is in bad shape with portions of it crumbling.

A motion was made by Chairman Gerard Largay – seconded by Vice Chairman Dennis Mercier:

“To transfer \$16,000.00 from Fund #8406, Perpetual Care Interest, to the following Cemetery Division account:

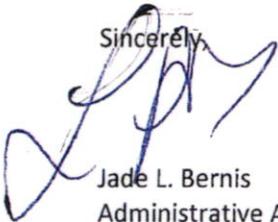
- |                                  |                         |             |
|----------------------------------|-------------------------|-------------|
| 1. Appropriation 04914153-530000 | Cemetery Prof. Services | \$16,000.00 |
|----------------------------------|-------------------------|-------------|

**This transfer is needed to pay for needed repairs to the School Street Cemetery wall from Middlesex Street to the entrance of the cemetery.**

So Voted 3 – 0 – 2 Absent

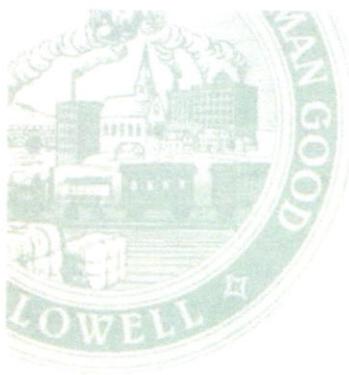
Thank you for your cooperation in this matter.

Sincerely,



Jade L. Bernis  
Administrative Assistant/  
Recording Secretary

Cc Cemetery Commission  
Shannon Cohan, Superintendent of Parks and Open Space  
Lisa Coupe, Office Staff  
Files



Eileen M. Donoghue  
City Manager

January 8, 2020

Mayor John J. Leahy  
And  
Members of the Lowell City Council

Dear Mayor Leahy and Members of the Lowell City Council,

I am hereby requesting that the City Council vote to transfer funds from the perpetual care special revenue fund to the general fund to support repair work on a retaining wall at the School Street Cemetery. The total amount of the transfer is \$16,000.

Enclosed with the vote is a memorandum from the cemetery commission which specifies the work to be performed utilizing these funds and indicates their support. Also enclosed is a memorandum from the Chief Financial Officer which describes the relevant accounts. It is important to note that this transfer will have no impact to the taxpayers, as the money from the funds consists of interest earned on a trust fund.

The transfer of the funds carries the endorsement of the cemetery commission, which voted on December 10, 2019 to recommend that this transfer be approved by the City Council. This fund is classified as a special revenue fund on the city's ledger and requires a vote of the City Council to approve the transfer of funds.

Sincerely,

Eileen M. Donoghue  
City Manager

CC: Conor Baldwin, Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

RESOLUTION

The City Council of the City of Lowell wishes to be recorded in support of retaining the Red Sox affiliates, Lowell Spinners in Lowell, Massachusetts.

-----

Recently, Major League Baseball (MLB) proposed a radical reorganization of minor leagues which would eliminate 25 percent of its short season and rookie ball clubs.

In 2019, over 40 million fans attended minor league games.

Lowell is home to the *Lowell Spinners*, a minor league, *Red Sox* affiliate, that could be eliminated pursuant to MLB's proposed reorganization.

The *Spinners* are in their 25<sup>th</sup> season playing in a ballpark and stadium built with and maintained by public funds.

In recent years, the City of Lowell has continued to make significant investments in the ballpark to meet MLB's standards and requirements. Among these investments were state of the art LED field lights; extended protective netting to ensure player and fan safety; and new turf for the playing field. Together these projects totaled over 1.6 million.

To date, the City of Lowell has spent Tens of Millions dollars on the ballpark.

In turn, the *Spinners* organization have annually donated nearly a half of million dollars to local organizations contributing to scholarships; educational development; at-risk youths; military and veteran organizations; and culturally diverse communities.

The *Spinners* have also provided critical support for the *Red Sox* organization, developing 119 major league players, many of whom were part of their World Series wins; as well as many of the *Spinners'* former players winning some of baseball's highest individual honors.

Critical to the success of the Stadium and the *Spinners'* organization are their fans, and critical to the *Spinners'* fan-base is their *Red Sox* affiliation.

NOW, THEREFORE, BE IT RESOLVED that the members of the City Council of the City of Lowell strongly encourage Major League Baseball to abandon all plans to eliminate minor league teams, and to instead maintain the Lowell-Spinners-Red Sox partnership.

APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF January, 2020.

Submitted by:

CITY COUNCIL - CITY OF LOWELL

\_\_\_\_\_  
Mayor John J. Leahy

\_\_\_\_\_  
Rodney M. Elliott

\_\_\_\_\_  
Sokhary Chau

\_\_\_\_\_  
Rita M. Mercier

\_\_\_\_\_  
David J. Conway

\_\_\_\_\_  
Vesna Nuon

\_\_\_\_\_  
John Drinkwater

\_\_\_\_\_  
Daniel P. Rourke

\_\_\_\_\_  
William Samaras

**CITY OF LOWELL**  
**PETITION**

TO THE  
CITY COUNCIL

*James Carlisle Young  
of the Massachusetts  
Highway Service  
for Municipal Building  
Sign at 139 Cumberland St*

In City Council

*January 14, 2020*

Read and

Clerk

# Family Rental Lilley LLC

December 28, 2019

City of Lowell

RE: Handicap Parking Sign

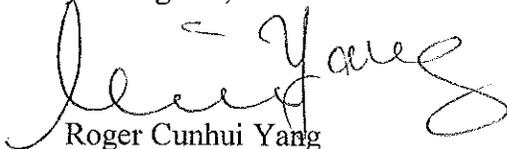
To whom it may concern:

This letter is to permit City of Lowell to install one Handicap Parking space at City's expense in front of 139 Cumberland Road, Lowell, MA. My tenant Ninoshka Flecha's son Nicky Silva who lives at 139 Cumberland Rd, Apt 3, Lowell MA is a disabled person and has Commonwealth of Mass issued "Disabled Person Parking Placard". Please accommodate her request.

If you have any questions, please give me a call at 978-930-1993.

Thanks

Best regards,



Roger Cunhui Yang  
Landlord / LLC Manager

**PL2280819**

**Expires:**

**12-05-24**

**Disabled Persons  
Parking Identification Placard**



Garrett Luber



SILVA

NICKY

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**Commonwealth of  
Massachusetts**

