



Lowell City Council

Regular Meeting Agenda

Michael Q. Geary
City Clerk

Date: February 24, 2026

Time: 6:30 PM

Location: City Council Chamber, 375 Merrimack Street, 2nd Floor, Lowell, MA / Zoom (Hybrid)

1. ROLL CALL

2. MAYOR'S BUSINESS

2.1. Communication Remote / Zoom Participation:

Meetings Will Be Held In Council Chamber With Public Welcome And By Using Remote Participation As Follows: Members Of The Public May View The Meeting Via LTC.Org (On-Line; Live Streaming; Or Local Cable Channel 6). Those Wishing To Speak Regarding A Specific Agenda Item Shall Register To Speak In Advance Of The Meeting By Sending Email To City Clerk Indicating The Agenda Item And A Phone Number To Call So That You May Be Issued Zoom Link To The Meeting. Email Address Is MGEARY@LOWELLMA.GOV. If No Access To Email You May Contact City Clerk At 978-674-4161. All Request Must Be Done Before 4:00 PM On The Day Of Meeting. For Zoom - [HTTPS://SUPPORT.ZOOM.US/HC/EN-US/ARTICLES/201362193-JOINING-A-MEETING](https://support.zoom.us/hc/en-us/articles/201362193-joining-a-meeting)

2.2. Citation - Pastor Dwayne Wheeler.

3. CITY CLERK

3.1. Minutes Of City Council Regular Meeting February 17th, For Acceptance.

Documents:

[2026 FEBRUARY 17 CC MINUTES.PDF](#)

4. UTILITY PUBLIC HEARING (Scheduled For 7PM)

4.1. National Grid - Request Installation Of (1) JO Pole At 1150 Westford Street.

[HTTPS://WWW.LOWELLMA.GOV/AGENDACENTER/VIEWFILE/ITEM/33885?FILEID=89439](https://www.LowellMA.gov/AgendaCenter/ViewFile/Item/33885?FileID=89439)

4.2. National Grid - Request Installation Of (1) JO Pole At 1270 Westford Street.

[HTTPS://WWW.LOWELLMA.GOV/AGENDACENTER/VIEWFILE/ITEM/33886?FILEID=89440](https://www.LowellMA.gov/AgendaCenter/ViewFile/Item/33886?FileID=89440)

4.3. National Grid - Request Installation Of (1) JO Pole At 241 Pawtucket Street.

<HTTPS://WWW.LOWELLMMA.GOV/AGENDACENTER/VIEWFILE/ITEM/33884?FILEID=89438>

4.4. National Grid - Request Installation Of (1) JO Pole At 648 Stevens Street.

<HTTPS://WWW.LOWELLMMA.GOV/AGENDACENTER/VIEWFILE/ITEM/33883?FILEID=89437>

4.5. National Grid - Request Installation Of Underground Electric Conduit Along Pearl Street.

<HTTPS://WWW.LOWELLMMA.GOV/AGENDACENTER/VIEWFILE/ITEM/33882?FILEID=89436>

4.6. National Grid - Request Installation Of Underground Electric Conduit On Middlesex Street From Canal Street To Garnett Street.

<HTTPS://WWW.LOWELLMMA.GOV/AGENDACENTER/VIEWFILE/ITEM/33887?FILEID=89441>

5. CITY COUNCIL - MOTIONS

5.1. C. Nuon - Req. City Mgr. Invite An Appropriate Personnel Member From The National Grid To Come To The Council Chamber To Make A Presentation On Double Pole/The Process For Adding/Removing Poles.

5.2. C. Nuon - Req. City Mgr. Require That National Grid Appear In-Person For Approval Of Future Request Of Installations Of Poles.

5.3. C. Nuon - Req. City Mgr. Provide An Update From National Grid On Gas Modernization Projects.

5.4. C. Robinson - Req. City Mgr. Provide The Council With A Detailed Report Of All Organizations And Entities That Received Funding To Assist In Our 2025, 2026 Elections, Outside Of Compensated Poll Workers.

5.5. C. Robinson - Req. City Mgr. Have The Proper Department Provide The Council With A Detailed Report On Which Of Any Projects In The Pipeline May Benefit From The State's Newly Rolled Out CCTCI Funding Pool.

5.6. C. Scott - Req. City Mgr. Provide An Update On The Culvert Replacement Work For Woburn St, Gorham St, And Billerica St.

5.7. C. Scott - Req. City Mgr. Provide An Update On The Status Of Upgrading Meadowcroft St.

5.8. C. McDonough - Req. City Mgr. Work With The Appropriate Department To Assess The Safety Of The Intersection Of Watson St And Lawrence St.

5.9. C. McDonough - Req. City Mgr. Work With The Appropriate Department To Explore The Feasibility Of Restoring The Commemorative At Kerouac Park, And Any Community Partnerships To Facilitate The Continued Maintenance Of The Park.

5.10. C. Mercier - Req. City Mgr. Provide A Report Regarding The State Money Earmarked For Gage Field Over The Past Two Years.

- 5.11. C. Juran - Req. City Mgr. Ask DPW To Provide A List Of Which Streets And Sidewalks (Or Portions) Have Been Paved And/Or Otherwise Repaired (And How They Were Repaired) In Each Of The Last 5 Years.
- 5.12. C. Juran - Req. City Mgr. Ask Transportation Engineer And DPW To Provide The Criteria (And, If Available, Their Weighting) That Are Used To Determine Which Streets And Sidewalks Are Prioritized For Traffic Calming, Paving And Snow Removal.
- 5.13. C. Juran / M. Gitschier - Req. City Mgr. Ask City Solicitor To Meet With Rules/Election SC, As A Follow-Up To The November 19, 2024 Rules SC Meeting, To Discuss Status, Next Steps And Possible Voting Methods For The Potential Amendment Of The City's Consent Decree To Allow The Voters To Elect The Mayor.
- 5.14. M. Gitschier - Req. City Mgr. Work With The Proper Department To Light The Bridges In Lowell In Blue On April 11, 2026 In Recognition Of The "Spark The Night For Parkinson", A Global Initiative To Raise Awareness And Show Support For Those Living With Parkinson's Disease.

6. COMMUNICATIONS FROM CITY MANAGER

6.1. Motion Responses

- A) Motion Response - Climate Change Competition
- B) Motion Response - Letter on Rodenticide H965 and H4266
- C) Motion Response - Dumpsters and Trash Bins on Sidewalks

Documents:

- [A\) MOTION RESPONSE - CLIMATE CHANGE COMPETITION.PDF](#)
- [B\) MOTION RESPONSE - LETTER ON RODENTICIDE H965 AND H4266.PDF](#)
- [C\) MOTION RESPONSE - DUMPSTERS AND TRASH BINS ON SIDEWALKS.PDF](#)

6.2. Informational Report

Informational Report - Cambodia Town TDI

Documents:

- [CAMBODIATOWN TDI INFORMATIONAL.PDF](#)

6.3. Communication - Appointment Of Members To LTC Board

Documents:

- [COMMUNICATION - APPOINTMENT OF MEMBERS TO LTC BOARD.PDF](#)

6.4. Communication - City Manager Request Approval Of Out Of State Travel (1) Assessor Dept.

Documents:

- [2026 FEBRUARY 24 OST ASSESSOR.PDF](#)

7. VOTES FROM THE CITY MANAGER

7.1. Vote - Accept/Expend \$138,600 MCC Grant - CASE

Documents:

[VOTE - ACCEPTEXPEND 138,600 MCC GRANT - CASE.PDF](#)

7.2. Vote - Accept/Expend \$15,000 Cultural District Grant

Documents:

[VOTE - ACCEPTEXPEND 15,000 CULTURAL DISTRICT GRANT.PDF](#)

7.3. Vote - Authorize CM Ex. Lease Agreement - Senior Center

Documents:

[VOTE - AUTHORIZE CM EX. LEASE AGREEMENT - SENIOR CENTER.PDF](#)

7.4. Vote - Authorize CM Ex. Net Meter Credit Sales Agreements

Documents:

[VOTE - AUTHORIZE CM EX. NET METER CREDIT SALES AGREEMENTS.PDF](#)

7.5. Vote - Authorize CM To Send Notice Of Hearing - 48 Kinsman Street

Documents:

[VOTE - AUTHORIZE CM TO SEND NOTICE OF HEARING - 48 KINSMAN STREET.PDF](#)

7.6. Vote - Establish School Bus Violation Stabilization Fund

Documents:

[VOTE - ESTABLISH SCHOOL BUS VIOLATION STABILIZATION FUND.PDF](#)

7.7. Vote - Transfer \$189k - Demolitions

Documents:

[VOTE - TRANSFER 189K - DEMOLITIONS.PDF](#)

8. REPORTS (SUB/COMMITTEE, IF ANY)

8.1. Wire Inspector Reports:

National Grid - National Grid - Request Installation Of 1 JO Pole At 1158 Gorham Street; 1 SO Pole At Middlesex And Wood Streets; 1 JO Pole At 9-11 Columbia Street; 1 JO Pole At 15 West Meadow Road; 1 JO Pole At 316 Mammoth Road; 1 JO Pole At 308 Stevens Street; 1 JO Pole At 145 Pawtucket Street; 1 JO Pole 557 Varnum Avenue; 2 SO Poles At 1170 Gorham Street; 5 JO Poles At Middlesex And

Edwards Streets; And 1 SO Pole At 12 Wood Street.

Documents:

[2026 FEBRUARY 24 WIRE INSPECTOR REPORTS \(11\) FOR CC AGENDA.PDF](#)

9. CITY COUNCIL - EXECUTIVE SESSION

9.1. Executive Session - Regarding Litigation Update, Public Discussion Of Which Could Have A Detrimental Effect On The City's Position.

10. ANNOUNCEMENTS

11. ADJOURNMENT

Office of the City Clerk - 375 Merrimack Street - Phone: 978.674.4161



Michael Q. Geary
City Clerk

Angela M. Gitschier
Assistant City Clerk

CITY COUNCIL MINUTES

Date: February 17, 2026
Time: 6:30 PM
Location: City Council Chamber, 375 Merrimack Street, 2nd Floor,
Lowell, MA / Zoom (Hybrid)

1. ROLL CALL

Roll Call showed 10 present (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. McDonough, C. Mercier, C. Robinson, C. Rourke, C. Scott), 1 absent (C. Nuon).

M. Gitschier presiding.

C. Mercier requested moment of silence in darkened chamber for James F. Fallon, Jr. C. Descoteaux requested moment of silence in darkened chamber for Linda Machado.

2. MAYOR'S BUSINESS

2.1. Communication Remote/Zoom Participation:

In City Council, **Motion** "To accept and place on file" by C. Robinson, seconded by C. Scott. So voted.

2.2. Presentation - Roberto Clemente Baseball League- Maria Claudio.

Speaker: Amada Gregory commented on accomplishments of Maria Claudio keeping children off the streets and involved with the Roberto Clemente Baseball League.

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

2.3. Citation



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In City Council, **Motion** “To accept and place on file” by C. Robinson, seconded by C. Rourke. So voted. C. Robinson read Citation for Shambra McDowney.

Speaker: Shambra McDowney commented that this was an honor and thanked colleagues.

3. CITY CLERK

3.1. Minutes of City Council Regular meeting February 10th, for acceptance.

In City Council, **Motion** “To accept and place on file” by C. Juran, seconded by C. Descoteaux. So voted.

4. GENERAL PUBLIC HEARINGS (Scheduled for 7PM)

4.1. Vote – Accept MGL c.40 s.71 - School Bus Violation Detection Monitoring.

Speaking in favor Michael Gorman, 4 Brick Road Middleton, represents the company Bus Patrol.

In City Council, Given 2nd Reading, Hearing held. **Motion** “To Adopt” by C. Robinson, seconded by C. Mercier. Adopted per Roll Call vote 9 Yeas (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. Mercier, C. Robinson, C. Rourke, C. Scott), 1 absent (C. Nuon), 1 recuse (McDonough). So voted.

C. Descoteaux commented he was hoping the chief would be here to answer question. C. Descoteaux noted the cost of \$250 for each bus for 12 months for 55 buses for a total \$170 thousand that we would pay. C. Descoteaux also noted the opposite end revenue would be about \$700 thousand as revenue source for city and placing it in a stabilization fund. C. Descoteaux urged colleagues to vote in favor of this. C. Juran asked City Manager Golden whether the analysis is what is anticipated and City Manager Golden said he believes it would be on the positive side. C. Juran then noted there would be cameras installed in each bus to detect violation when red lights are flashing, signs posted on buses, system is designed to identify vehicles not people and rules under state statute on how data can



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be reviewed and that the School Committee would have to approve. C. Robinson commented he was glad we are pursuing this and not for reasons of generating money but for the protection and safety of the children. C. Mercier noted she supports the vote for the safety of the children. City Solicitor Williams noted the city does not have a vendor and city does not have a contract in place so the discussions regarding cameras and ownership has not come up. C. Mercier asked that this be part of the discussions. C. Scott noted concerns on the cost and asked for breakdown.

4.2. Ordinance - Amend Chap 222.24 - School Bus Violation.

In City Council, Given 2nd Reading, Hearing held. **Motion** "To Adopt" by C. Robinson, seconded by C. Mercier. Adopted per Roll Call vote 9 Yeas (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. Mercier, C. Robinson, C. Rourke, C. Scott), 1 absent (C. Nuon), 1 recuse (McDonough). So voted.

5. UTILITY PUBLIC HEARING (Scheduled for 7PM)

5.1. National Grid - Request installation of (1) SO pole at 242 Church Street.

In City Council, Given 2nd Reading, Hearing held. **Motion** to refer to Wire Inspector for report and recommendation by C. Rourke, seconded by C. Scott. So voted.

Speaking in favor Alec Birdsong, National Grid

6. CITY COUNCIL – MOTIONS

6.1. C. Liang - Req. City Mgr. have the HR Department provide a summary of a demographic report, including city staff residency (Lowellians vs. non-Lowellians) by leadership level; additionally, include the percentage of respondents who answered "YES" to the question: Pursuant to M.G.L. Chapter 268A, please indicate if you have any family members employed by the City of Lowell in the City of Lowell's Employment application form.



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In City Council, seconded by C. McDonough, referred to City Manager. So voted. C. Liang noted the most valuable asset of this city is the diverse people. C. Liang commented that this motion is an overview of our strengths and weaknesses within our city's workforce. C. Rourke had concern and commented on why the need to know where city staff lives and that it is has always been put the best person in positions. C. Rourke questioned thought process behind the motion. C. Rourke commented on Ch 268A. C. Scott has concerns over the wording of the motion. C. Scott commented that if it was demographic which is how it was explained than she would be fine with that but that is not how this motion is worded. C. Liang responded he is looking for a summary of demographics with no animosity about anyone and that he is just looking for a report of diversity to which the community has a chance to work for the city. C. Liang also addressed the Ch 268A question. M. Gitschier noted that he made a motion 4 years ago regarding applicant tracking so that this should be pretty standard report to put together. C. Chau understands the intent of the motion as well as concerns raised by the other council members. C. Chau commented on wording of motion as well. C. Chau commented feeling more comfortable with asking the City Manager to explore the feasibility of what can be included in report and then provide the report. C. Liang noted again that this was just a summary. C. McDonough commented to address some concern of C. Scott by taking bargaining unit members as one pool and ordinance employees and management level employees as a separate pool for sake of report. C. Liang agreed. C. Mercier noted family member works for city. C. Robinson asked the City Manager if he had any concerns answering this motion and City Manager Golden commented not necessarily and that they would not put any personal information in report and that the administration does this every year in the budget. City Manager noted the Ch 268A they would probably have to go through 950 applications and it would be challenging and time consuming as the city has never tracked that way and that he would check with Human Resources. C. Juran commented that she loves data and would love to see all of this data. C. Juran also commented on what would be learned from this and what we would do with the results from this report. C. Liang understand the bottom half of the motion regarding the Ch 268A



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would be hard to get if they do not track it. C. Liang then moved to amend his motion. C. Scott commented she had one more concern on motion regarding staff residency. C. Scott noted that if the maker of the motion amended the motion to remove the Cha 268A part she would support the motion. M. Gitschier asked C. Mercier to take the podium so that he could speak on the motion. M. Gitschier noted that if you go back years there are employees who got here through civil service. M. Gitschier also commented on the applicant tracking which was passed. M. Gitschier noted that we can't force people to apply and noticed that we were not getting the diversity the city wanted and the ones that did apply did not have the qualifications. M. Gitschier agreed with colleagues that if the maker of the motion removed the part regarding Ch 268A. After further discussion M. Gitschier made a substitute motion "Req. City Mgr. have the HR Department provide a summary of a demographic report, including city staff residency (Lowellians vs. non-Lowellians) by leadership level", seconded by C. Liang. Adopted on roll call vote 6 yeas (C. Chau, M. Gitschier, C. Juran, C. Liang, C. McDonough, C. Robinson), 4 nays (C. Descoteaux, C. Mercier, C. Rourke, C. Scott), 1 absent (C. Nuon). So voted

M. Gitschier asked for a motion "To bundle #6.2, #6.3 and #6.4 and refer to next week February 24, 2026 agenda because C. Nuon is absent" by C. Robinson, seconded by C. McDonough. So voted.

6.2. C. Nuon - Req. City Mgr. invite an appropriate personnel member from the National Grid to come to the Council Chamber to make a presentation on double pole/the process for adding/removing poles.

In City Council, referred to next week's agenda February 24, 2026. So voted.

6.3. C. Nuon - Req. City Mgr. require that National Grid appear in-person for approval of future request of installations of poles.

In City Council, referred to next week's agenda February 24, 2026. So voted.



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6.4. C. Nuon - Req. City Mgr. provide an update from National Grid on gas modernization projects.

In City Council, referred to next week's agenda February 24, 2026. So voted.

6.5. C. Descoteaux - Req. an update from Skanska/ Suffolk on the progress of Coburn Hall renovation.

In City Council, seconded by C. Chau, referred to City Manager. So voted. C. Descoteaux noted we were supposed to receive a report in a week, and it has been 4 weeks and still no report. C. Descoteaux commented that the City Council needs a report.

6.6. C. McDonough - Req. the City Mgr. work with the appropriate department to ensure property owners in mixed use and commercial areas are aware of ordinances regulating the storage of dumpsters, trash bins, and other items on city sidewalks; to take appropriate action to ensure compliance with these requirements.

In City Council, seconded by C. Scott, referred to City Manager. So voted. C. McDonough thanked Shawn Machado, Assistant City Manager. C. McDonough commented on property owners and business owners knowing where and when to store trash bins on sidewalks as well as compliance with ordinances.

6.7. C. Juran - Req. City Mgr. to work with appropriate departments to consider opportunities to enhance safety for sledding at Shedd Park, including by removing any tree stumps and considering installing a snow fence or similar barrier along parking lot.

In City Council, seconded by C. Liang, referred to City Manager. So voted. C. Juran noted the history of the park as well as uses. C. Juran noted concerns of residents with using the park for sledding that it is too close to roadway and parking area and tree stumps on the hill or in the area. C.



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Juran asked for low-cost improvements to make the park safe for all residents to enjoy for years.

6.8. C. Juran/C. Liang - Req. City Mgr. to have appropriate personnel answer questions about National Grid work authorization process, perhaps at a Technology and Utilities SC meeting.

In City Council, no seconded by needed, referred to City Manager. So voted. C. Juran noted large number of requests from National Grid over the last couple of weeks. C. Juran noted it would be helpful for the new City Council Members as well as residents to be able to ask questions to a representative in the city or National Grid to be informed before making decisions. C. Liang agreed with C. Juran

6.9. M. Gitschier - Req. the City Mgr. send a formal letter to the Joint Committee on Environment and Natural Resources Chair Christine Barber reiterating the critical importance of House Bill H.965 and H.4266 The deadline for action on these Rodenticide Bills are March 18, 2026.

Registered Speaker on Zoom: Joanne Dawson

In City Council, seconded by C. McDonough, referred to City Manager. So voted.

6.10. M. Gitschier - Req. the City Mgr. reach out to the Inspector General's Office in regard to having them perform a forensic audit of the Lowell High School project.

In City Council, seconded by C. Descoteaux, referred to City Manager. So voted.

C. Robinson made a motion to "Suspend the Rules to take #7.4 out of order", seconded by C. Rourke. So voted.

7. COMMUNICATIONS FROM CITY MANAGER

7.1. Motion Responses



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A) Motion Response - Traffic Calming. C. McDonough had a question on the ADA accessibility in certain crosswalks and intersections and noted crosswalk on Jackson St. From parking garage to Lowell Community Health Center. Ms. Oltman, Transportation Engineer noted a grant for that location and that it will be constructed this summer. C. Robinson questioned the transportation engineer regarding flashing stop signs at West Sixth and asked that if there are any other future grants if we could look at Bridge St. at the beginning of the steps leading up to the Robinson School. C. Juran commented the report was very useful and noted report specifics. **Motion** "To accept and place on file" by C. Chau, seconded by C. Descoteaux. So voted.

B) Motion Response - Snow and Ice.

Registered Speaker: Ryan Faria noted the report and appreciated the response. C. Scott commented on parking and parking in the parks as alternatives and issues she encountered while driving around after the storm. C Scott noted the difficulties of the storm and that the cars have to come off the roadways and maybe trying a pilot for parking during storms. C. Scott also noted snow removal of businesses, big businesses that still have not removed snow from sidewalks. C. Scott also asked for the timeline if someone has been fined and what is the next steps if snow is still not removed. City Manager Golden explained they have been fining on a regular basis with over 185 fines and still out there today and some will pay and ones that do not pay will be fined again. City Manager Golden noted they have towed well over 200 vehicles and have since stopped towing. City Manager Golden noted this was a difficult storm and commended the DPW. C. Juran thanked the DPW for its hard work. C. Juran also noted it would be helpful for the residents to understand the procedures for a small storm versus large storm with the understanding of the priorities of streets and when should residents expect their streets to be done. C. Juran noted report was helpful but there was a lot of terminology that she did not understand and maybe make the report easier for everyone to understand. C. McDonough questioned high pedestrian traffic locations at what point do we get to the canal bridges for Western Canal. Paul St. Cyr, Commissioner of DPW said he would follow up with Parks Department and get an answer.



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C. McDonough then questioned if the Parks Department was responsible for sidewalks or DPW and Mr. St. Cyr explained the Parks Department is a division of the DPW. C. McDonough noted his concerns that couple weeks after the storm the inability to still not be able to get across the streets because of snowbanks and would like to know the protocol. Mr. St. Cyr provided a breakdown of areas and subsections of neighborhoods. C. Liang thanked the manager for the response. C. Robinson noted the report and that there are no SOP's and that the report was generated by Chat GPT. C. Robinson noted we are asking about prioritizing pedestrian walkways and what is the protocol. C. Robinson noted that a problem is the city does not have established routes. C. Robinson noted frustration with a bus stop that has 15 children that still has not been touched. M. Gitschier asked C. Mercier to take the podium so that he could speak on the matter. M. Gitschier noted that in the future that we do not combine 4 motions in one motion response. M. Gitschier asked Mr. St. Cyr if the city had wing blades and Mr. St. Cyr said no. M. Gitschier noted the report states that we do and that the report also states we put sand on the roads. M. Gitschier noted the inaccuracies of the report. M. Gitschier noted complaints received. M. Gitschier commented that we are not holding people accountable and that there is wasteful spending. M. Gitschier also noted frustration with the access to Senior Center crosswalk and sidewalk as well as employees parking lot crosswalk. C. Scott noted concerns as well regarding the crosswalks and questioned how many spotters there are, and Mr. St. Cyr said there are 8 that mostly deal with contractors and then we have different level of foremen watching the routes for city vehicles. **Motion** "To accept and place on file" by C. Juran, seconded by C. Descoteaux. So voted.

C) Motion Response - Pedestrian Safety.

C. Liang noted this was already mentioned. **Motion** "To accept and place on file" by C. Mercier, seconded by C. Robinson? So voted.

D) Motion Response - FY26 YTD Budget Update - FY27 Budget Outlook and Forecast. **Registered Speakers:** Ricardo Solis commended the Police Department and Ryan Faria thanked CFO Baldwin for the report and appreciates the listening sessions. C. Juran noted the extensive report, and



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the listening session will be helpful and informative. C. Juran noted they will hold off on having a Finance Sub/Committee until after a few listening. C. Juran noted the first listening session will take place next week from 5-6PM. CFO Baldwin noted there would be 5 listening sessions one will be next Tuesday here in City Hall at the Mayor's Reception Room at 5PM, each will have a separate theme and public will receive opening overview that will outline challenges and at the end questions and answers. CFO Baldwin then provided the following dates which are February 24th at 5PM in the Mayor's Reception Room, March 10th, March 24th, April 7th, and April 21st all at 5PM and all in Mayor's Reception Room at City Hall. **Motion** "To accept and place on file" by C. McDonough, seconded by C. Chau. So voted.

C. Mercier made a motion "To Suspend the Rules to discuss a note she had received", seconded by C. McDonough. So voted. C. Mercier noted we receive lots of complaints and this note was not a complaint but a note acknowledging and thanking the Water Department and employees of the department.

7.2. Informational Reports

Informational Report – SS4A.

Ms. Oltman, Transportation Engineer noted over the past years they have been working with communities in 3 of the denser neighborhoods to put together supplemental vision action plan to supplement the NMCOG regional vision zero action plan. Ms. Oltman noted plan was extensive and is online and she is happy to speak with a sub/committee and that the end result was they came up with 3 streets that have concept plans for speed management. Ms. Oltman then noted Central St. In Back Central, Westford St. In the lower Highlands and Fletcher St. In the Acre. C. Chau thanked Ms. Oltman for the report and made a motion "To refer this to the Transportation Sub/Committee", seconded by C. Scott.

Informational Report - City Hall GoLowell.

Ms. Oltman noted update on the plan with improved crossings, bus stops better layout for pedestrians in front of City Hall. C. Juran noted it will be



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helpful to see what this will look like and commented on parking at Cardinal O'Connell Parkway and parking on side of Smith Baker and number of spaces. C. Juran questioned the timing of the Smith Baker work and Assistant City Manager Baez-Rose explained that we have to get to a sale of the Smith Baker property and that part of the RFP when property was put out included strict time line for insuring that there is work being done to either secure shingles on roof or by wrapping the building within 6 months. Ms. Baez-Rose noted this is timeline respondents agreed to. C. Descoteaux wanted to know if the city has a timetable of when and asked why the process is taking so long. City Solicitor Williams commented on the timing and explained they had conversation with the attorneys of the buyer about 2 weeks out. In City Council, **Motion** "To accept and place on file" by C. Mercier, seconded by C. Robinson. So voted.

Informational Report – REFUSE.

City Manager Golden commented that back in 2008 the city went to a 64-gallon cart along with a green bin that went with it and throughout the years the city went to a larger green recycle bin. City Manager Golden then provided costs. City Manager Golden then noted the deficit and that the tax levy has been picking up this service. City Manager Golden explained that the city is looking to bring something to everyone next week and change this into a fee for service. C. Scott commented on switching to an enterprise fund. C. Scott asked if we could look at other things such as smaller bins, enforcement, overflowing barrels. C. Juran asked for explanation of collections and disposal and City Manager Golden explained the collections is the people that come to the doors to collect and disposal is the place where we tip the trash which is Wheelabrator. C. McDonough thinks it is a great idea to charge by use and making sure we are charging people appropriately. C. Liang agrees there should be options and improvements in services. In City Council, **Motion** "To accept and place on file" by C. Mercier, seconded by C. McDonough. So voted.

Informational Report - Letter - School Funding for FY2027.

C. McDonough recused himself. CFO Baldwin noted the letter to the school and the expectations. CFO Baldwin noted they have received the draft



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numbers for Chapter 70 figures, and the projected increase is over \$14 million dollar for the schools and the appropriation to the Lowell schools \$287.9 million. CFO Baldwin noted a copy of this letter was sent to the Superintendent. In City Council, **Motion** “To accept and place on file” by C. Descoteaux, seconded by C. Chau. So voted.

Informational Report - FY27 Budget Instructions.

CFO Baldwin noted the city has begun next year’s budget and what has been sent to the department heads with process and instructions. CFO Baldwin noted they have also asked the departments for a plan B. CFO Baldwin noted they have asked the departments for a 10% reduction and that they have a lot of concerns and those have been laid out in the instructions. C. Descoteaux concerned on the Charter School Reimbursements and hope that the city reaches out to our state representatives. CFO Baldwin acknowledged concern and explained this has been a significant challenge. In City Council, **Motion** “To accept and place on file” by C. Scott, seconded by C. Mercier. So voted.

Informational Report - FY25 Free Cash Certification and Explanation.

CFO Baldwin noted notification that the city’s free cash for last year has been certified by the Department of Revenue. CFO Baldwin acknowledged the work of the City Auditor Kelly Oakes. CFO Baldwin noted the appropriation listed and that he is happy to report we will be able to replenish that fund as well as our OPEB. C. Juran asked how much would be in the stabilization fund after transfer occurs CFO Baldwin estimates around \$17 million dollars. In City Council, **Motion** “To accept and place on file” by C. Juran, seconded by C. Liang. So voted.

7.3. **Communication** - Reappointment of Members to Historic Board.

In City Council, **Motion** “To accept and place on file” by C. McDonough, seconded by C. Juran. So voted. The following reappointments were noted, George Villaras and Troy Depezia and adopted on roll call vote 8 yeas (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. McDonough, C. Mercier, C. Scott), 3 absent (C. Nuon, C. Robinson, C. Rourke). So voted.



Michael Q. Geary
City Clerk

Angela M. Gitschier
Assistant City Clerk

7.4. **Communication** - Reappointments of Members to Board of Health.

In City Council, **Motion** “To accept and place on file” by C. Scott, seconded by C. Juran. So voted. The following reappointments were noted Alison Keegan and Erin Gendron and adopted on roll call vote 10 yeas (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. McDonough, C. Mercier, C. Robinson, C. Rourke, C. Scott), 1 absent (C. Nuon). So voted. **Speaker Erin Gendron** thanked the City Manager and the City Council and noted the work that has been done by the Board of Health.

8. **VOTES FROM THE CITY MANAGER**

8.1. **Vote** - Establish School Bus Violation Stabilization Fund.

In City Council, Given 2nd reading. **Motion** “To Adopt” by C. Descoteaux, seconded by C. Mercier. Defeated per Roll Call vote 7 yeas (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. Mercier, C. Scott), 3 absent (C. Nuon, C. Robinson, C. Rourke), 1 recuse (C. McDonough). So voted.

8.2. **Vote** - Accept/Expend \$250k FY26 Earmarked Funds - Hall Street Bridge.

In City Council, Given 2nd reading. **Motion** “To Adopt” by C. Scott, seconded by C. Mercier. Adopted per Roll Call vote 8 yeas (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. McDonough, C. Mercier, C. Scott), 3 absent (C. Nuon, C. Robinson, C. Rourke). So voted.

8.3. **Vote** - Accept/Expend \$56,250 Hazard Mitigation Grant – Fire.

In City Council, Given 2nd reading. **Motion** “To Adopt” by C. Scott, seconded by C. Mercier. Adopted per Roll Call vote 8 yeas (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. McDonough, C. Mercier, C. Scott), 3 absent (C. Nuon, C. Robinson, C. Rourke). So voted.



Michael Q. Geary
City Clerk

Angela M. Gitschier
Assistant City Clerk

8.4. Vote - Apply/Accept/Expend \$250k MA Office of Disability Grant.

In City Council, Given 2nd reading. **Motion** “To Adopt” by C. Liang, seconded by C. Juran. Adopted per Roll Call vote 8 yeas (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. Mercier, C. Robinson, C. Scott), 2 absent (C. Nuon, C. Rourke), 1 recuse (C. McDonough). So voted.

8.5. Vote - FY26 Free Cash Certification and Recommendation.

Registered Speaker: Ryan Faria

In City Council, Given 2nd reading. **Motion** “To Adopt” by C. Liang, seconded by C. Juran. Before voting M. Gitschier noted he would recuse himself on the portion of the vote regarding the City Clerk/Elections Department. C. McDonough also recused himself from the portion of the vote regarding the School Department. Adopted per Roll Call vote 9 yeas (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. McDonough, C. Nuon, C. Rourke, C. Scott), 2 absent (C. Nuon, C. Rourke). So voted.

9. RESOLUTIONS

9.1. Resolution - Adopt Vision Zero Policy.

In City Council, Given 2nd reading. **Motion** “To Adopt” by C. Robinson, seconded by C. Descoteaux. Adopted per Roll Call vote 9 yeas (C. Chau, C. Descoteaux, M. Gitschier, C. Juran, C. Liang, C. McDonough, C. Mercier, C. Robinson, C. Scott), 2 absent (C. Nuon, C. Rourke). So voted.

10. REPORTS (SUB/COMMITTEE, IF ANY)

In City Council, none.

11. PETITIONS

11.1. **Claim** - (1) Property Damage.

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



Michael Q. Geary
City Clerk

Angela M. Gitschier
Assistant City Clerk

12. ANNOUNCEMENTS

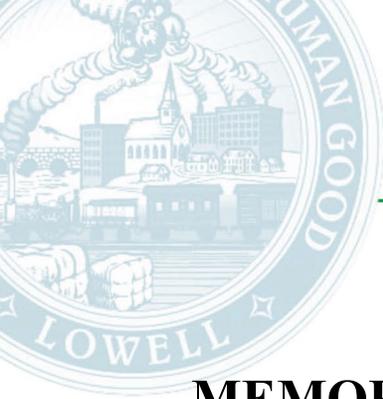
In City Council, C. Chau wished everyone a Happy Lunar New Year and that 2026 is the symbol of the horse.

13. ADJOURNMENT

In City Council, **Motion** to Adjourn by C. Juran, seconded by C. McDonough. So voted.

Meeting adjourned at 9:34 PM.

Angela Gitschier, Assistant City Clerk



Paul St. Cyr
Commissioner of Public Works

MEMORANDUM

TO: Thomas A. Golden, Jr., City Manager 

FROM: Katherine Moses, Sustainability Director

CC: Paul St. Cyr, Commissioner of Public Works

DATE: February 24, 2026

SUBJECT: MOTION RESPONSE: 2/10/2025 – M. Gitschier – Req. City Mgr. Work With The Lowell Sustainability Council And The Lowell Public Schools To Create A Student Environmental (Climate Change) Competition To Be Held On Civics Day In May 2026; Prizes Would be Handled Through the Lowell Parks & Conservation Trust

Background:

In 2020-21 a Lowell-based group called Youth and Climate Change Action (YCCA), was formed out of the Leaders Engaged and Activated to Drive System-Wide Change (LEADS) program. The group's mission was to engage Lowell Public Schools students in climate action that would broaden their understanding of the implications of climate change and provide an important outreach component to bring attention to this issue. The YCCA, among other things, conducted student surveys and structured a competition to help support education around climate change. Cash prizes were made available through fundraising efforts made through the LEADS program.

The YCCA group disbanded but have expressed an interest in using the \$11,000 remaining to fund a small yearly cash prize to continue with the proposed environmental (climate change) competition outlined in the current motion. The funds are currently in an endowment at the Greater Lowell Community Foundation, with the Lowell Parks and Conservation Trust (LPCT) as the agent to administer cash prize distribution to students.

Proposed Action Steps:

The Sustainability Division is in favor of continuing to educate students on climate change and incentivizing the proposed competition. By utilizing the strengths of the municipality, Lowell Public Schools (LPS) system, and community partners, we believe that prizes can be available for Civics Day in May 2026.

Proposed actions, partners and responsibilities to achieve this goal are outlined below. Although the timeline for completion is short, with the dedicated staff and partners, we believe that the YCCA competition can engage students on climate change for many years to come. The City of Lowell is appreciative of the LEADS YCCA group in Lowell for their passion in continuing to educate the next generation on important topic.



Paul St. Cyr
 Commissioner of Public Works

Action Step Needed	Proposed Responsible Parties	Timeline
Assemble team to guide and judge the competition.	Superintendent (or designee) to recruit and select 5-member team with representatives from: LPS educator City of Lowell Sustainability Division Lowell Sustainability Council UMass Lowell RIST Institute for Sustainability and Energy Local environmental non-profit	Early March 2026
Create and distribute competition guidelines and scoring rubric for student competition to judges. Finalize guidelines based on feedback from judges.	LPS educator	Mid-March 2026
Promote the competition at schools and in local media	City of Lowell Communications team	Late March 2026
Accept and review student entries.	LPS educator to distribute entries to judges. Judges to complete review of entries.	Mid-April 2026
Select winners.	Judges	End of April
Assemble funds for distribution to winners.	LPCT	Early May 2026
Invite elected officials to Civics Day	City of Lowell Mayor	Early May 2026
Present awards at Civics Day	Superintendent (or designee), along with judges and elected officials	May 2026



Shawn Machado
Assistant City Manager

MEMORANDUM

TO: Thomas A. Golden, Jr., City Manager 

FROM: Shawn Machado, Assistant City Manager

CC: Doreen Burgess & Conor Baldwin

DATE: 2/18/2026

SUBJECT: M. Gitschier 2/17/2026 - Request the City Manager send a formal letter to the Joint Committee on Environment and Natural Resources Chair Christine Barber reiterating the critical importance of House Bill H.965 and H.4266 The deadline for action on these Rodenticide Bills are March 18, 2026.

Motion Response

Request: That the City Manager send a formal letter to the Chair of the Joint Committee on Environment and Natural Resources, Representative Christine Barber, reiterating the critical importance of House Bill H.965 and House Bill H.4266 regarding rodenticide regulation.

Background: These bills are essential to addressing the environmental and public health impacts of rodenticide use, including harm to wildlife and secondary poisoning risks. The City of Lowell strongly supports legislative action to mitigate these dangers.

Action Requested: The City Manager shall prepare and transmit a formal letter to Representative Barber emphasizing the City's position and urging timely action on these bills before the March 18, 2026 deadline.



Shawn Machado
Assistant City Manager

Representative Christine Barber

Chair, Joint Committee on Environment and Natural Resources
Massachusetts State House
Boston, MA

Subject: Urgent Support for House Bills H.965 and H.4266 – Rodenticide Regulation

Dear Chair Barber,

On behalf of the City of Lowell, I am writing to reiterate our strong support for House Bill H.965 and House Bill H.4266, which address the critical issue of rodenticide use and its harmful impacts on wildlife, ecosystems, and public health.

Rodenticides pose significant risks beyond their intended purpose. Secondary poisoning of raptors, mammals, and other non-target species has been well documented, threatening biodiversity and disrupting natural pest control systems. These bills represent a necessary step toward reducing these dangers and promoting safer, more sustainable pest management practices across the Commonwealth.

As a gateway city with a diverse urban environment, Lowell faces unique challenges in balancing pest control with environmental stewardship. We believe these bills provide a thoughtful and effective framework to protect both public health and our natural resources.

We respectfully urge the Committee to take timely action on H.965 and H.4266 before the March 18, 2026 deadline. The City of Lowell stands ready to support these efforts and collaborate on implementation strategies that benefit all communities in Massachusetts.

Thank you for your leadership on this important issue. Please do not hesitate to reach out if we can provide additional information or assistance.

Sincerely,

Thomas A. Golden Jr.



Shawn Machado
Assistant City Manager

MEMORANDUM

TO: Thomas A. Golden, Jr., City Manager 

FROM: Shawn Machado, Assistant City Manager

CC: Doreen Burgess & Conor Baldwin

DATE: 2/18/2026

SUBJECT: C. McDonough – 2/17/2026 - Request the City Mgr. work with the appropriate department to ensure property owners in mixed use and commercial areas are aware of ordinances regulating the storage of dumpsters, trash bins, and other items on city sidewalks; to take appropriate action to ensure compliance with these requirements.

City Council Motion Response

Motion:

C. McDonough – Req. the City Mgr. work with the appropriate department to ensure property owners in mixed-use and commercial areas are aware of ordinances regulating the storage of dumpsters, trash bins, and other items on city sidewalks; to take appropriate action to ensure compliance with these requirements.

Response:

The City of Lowell regulates the placement and maintenance of dumpsters under **City Ordinance §171-13 – Refuse Dumpsters**. This ordinance requires property owners and contractors to obtain permits, maintain dumpsters in compliance with Board of Health regulations, and ensure proper location, screening, and upkeep. Key provisions include:

- **Permit Requirement:** Property owners must obtain a permit from Development Services for each dumpster on their property.
- **Contractor Registration:** Dumpster contractors must register with Development Services and maintain liability insurance or a surety bond.
- **Maintenance Standards:** Dumpsters must comply with regulations regarding location, screening, size, hours of use, maintenance, and deodorization.
- **Enforcement:** Violations may result in fines of \$50 for the first offense and \$150 for subsequent offenses per day.



Shawn Machado
Assistant City Manager

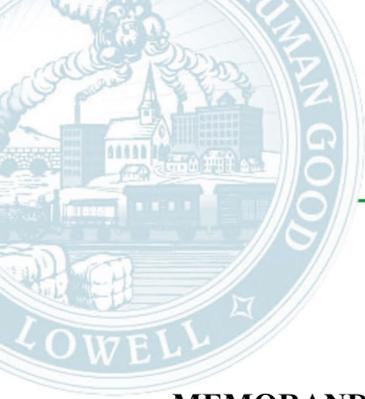
The **Division of Development Services (DDS)** actively enforces these requirements. Recently, DDS issued **\$2,600 in fines** for violations related to a dumpster located in the Palmer Street alley, demonstrating the City's commitment to compliance.

Complaint Process:

Residents who observe issues such as early pickups (before 7:00 AM), odor or leaking materials, unsafe placement, infrequent pickups, or obstruction of sidewalks may report these concerns through the **City's 311 system**. Complaints are routed to Development Services for investigation and enforcement.

Next Steps:

- Development Services will conduct outreach to property owners and contractors in mixed-use and commercial areas to ensure awareness of these requirements.
- Information will be posted on the City website and shared through direct communication channels.
- The 311 reporting option will be highlighted for residents to ensure timely resolution of complaints.



Yovani Baez-Rose
Assistant City Manager/DPD Director

Camilo Espitia
Deputy DPD Director

MEMORANDUM

TO: Thomas A. Golden, Jr., City Manager 

FROM: Yovani Baez-Rose, Assistant City Manager/DPD Director

CC: Camilo Espitia, Deputy Director DPD - Ali Carter, Economic Development Director

SUBJECT: INFORMATIONAL – Cambodia Town TDI

The City of Lowell’s Department of Planning and Development (DPD) is pleased to announce that the City of Lowell has been selected by MassDevelopment to receive a new Transformative Development Initiative (TDI) district designation in Cambodia Town, located within the Lower Highlands neighborhood of Lowell. The three-year TDI program will provide the district with a dedicated TDI Fellow, as well as coordinated technical assistance, grant funding, and strategic support aimed at accelerating economic development and advancing neighborhood revitalization efforts.

During the partnership, the TDI initiative will unite local organizations and businesses around a shared revitalization strategy focused on coordinated marketing, infrastructure upgrades, improved walkability, small business support, stronger connections to Gallagher Terminal and the Hamilton Canal Innovation District, and investments that celebrate Cambodia Town’s cultural identity.

The success of the application and development initiative is tied to the outstanding partnering with stakeholders that are committed to the area, including Cambodia Mutual Assistance Association, Lowell Community Health Center, The Lowell Plan, Boys and Girls Club, Cambodia Town Lowell Inc. and Mosaic of Lowell.

These efforts complement ongoing public investments in the area, including improvements to Clemente Park and traffic-calming and roadway realignment measures at the intersection of Branch and Middlesex Streets. Collectively, these initiatives are expected to enhance safety, accessibility, and overall quality of life for neighborhood residents.

The new designation builds upon the success of the Acre TDI district, which was designated by MassDevelopment in 2022 to promote community investment, strengthen the local business network, and catalyze economic activity along the Upper Merrimack Street corridor.

With its strong cultural heritage, demonstrated commercial demand, and a series of catalytic public investments already underway, Cambodia Town is well positioned to leverage the TDI designation to advance inclusive and sustainable economic growth.



Thomas A. Golden, Jr.
City Manager

Shawn Machado
Assistant City Manager

February 24, 2026

Mayor Erik R. Gitschier
And
Members of the Lowell City Council

RE: Lowell Telecommunications Corporation; Appointments Thereto

Dear Mayor Gitschier and Members of the City Council:

Pursuant to the by-laws of the Lowell Telecommunications Corporation, One (1) Director shall be appointed by the Lowell City Council and one (1) Director shall be appointed by the Lowell City Manager. It is with pleasure that the City Council wishes to appoint Councilor Corey Robinson and the City Manager wishes to appoint Miran Fernandez to the Board for three (3) year terms, which expire February 24, 2029, or such time thereafter until a successor is appointed and qualified.

I would be happy to answer any inquiries you may have concerning these appointments.

Sincerely,

Thomas A. Golden, Jr.
City Manager

cc: City Clerk Law Dept.
LTC City Auditor
MIS Human Relations Manager



Board of Assessors • City Hall
375 Merrimack Street Rm 36
Lowell, MA 01852
P: 978.674.4400

Ellen M. Brideau, MAA
Chief Assessor
Ryan Rondeau, MAA
Deputy Chief Assessor
Amy Lombardo
Assessor

MEMO

Date: February 18, 2026

To: Thomas A. Golden, Jr., City Manager 
From: Ellen Brideau, Chief Assessor
CC: Conor Baldwin, CFO Austin Ball, Deputy CFO

Subject: Request for Authorization to Attend Regional Assessors Conference

Dear Tom,

I respectfully request approval to attend the upcoming Northeast Regional Association of Assessing Officers (NRAAO) Conference in Portsmouth, New Hampshire, May 17–20, 2026.

I'm also honored to share that I will be sworn in as the President of the Northeast Regional Association of Assessing Officers during the Conference. NRAAO brings together assessing associations from across the northeastern United States and eastern Canada, creating a strong regional network of professionals who share ideas, best practices, and legislative insight.

The conference provides meaningful opportunities for collaboration and professional development, particularly around valuation methodology, statutory compliance, and emerging issues affecting our work. Participation supports our continued commitment to maintaining high standards of assessment practice while ensuring we remain informed about policy and market trends impacting our community.

Serving as President also places additional responsibility on me to represent our City in a leadership capacity. I view this as both an honor and an opportunity — one that reflects positively on Lowell and allows me to bring back practical knowledge and regional perspective that directly benefits our office and the taxpayers we serve.

The estimated cost for attendance is as follows:

- Registration: \$395.00
 - Lodging: \$844.80
- Total Estimated Cost: \$1,239.80

I respectfully request approval to attend and represent our City in this regional leadership role.

Thank you for your consideration.

Sincerely,
Ellen Brideau, MAA
Chief Assessor

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager, on behalf of the City of Lowell, to accept and expend funds in the total amount of \$138,600.00 from the Commonwealth of Massachusetts via the Massachusetts Cultural Council (“MCC”).

The Massachusetts Cultural Council has made available to the Lowell Cultural Council grant funds in the amount of One Hundred Thirty-Eight Thousand Six Hundred and 00/100 (\$138,600.00) Dollars; and

The City of Lowell desires to accept and expend said grant funds to help support arts, culture, or science related projects.

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

That the City Manager of the City of Lowell is hereby authorized to accept and expend a grant in the amount of \$138,600.00 from the Commonwealth of Massachusetts via the Massachusetts Cultural Council.



February 17, 2026

Mayor Erik Gitschier
And
Members of the Lowell City Council

Dear Mayor Gitschier and Members of the Lowell City Council,

I humbly request that the City Council vote to accept and appropriate the 2026 Allocation from the Massachusetts Cultural Council for the Lowell Cultural Council. This funding will be granted by the Lowell Cultural Council to local organizations and individuals seeking to enrich Lowell with arts, culture, or science related projects. Information on the allocation is below.

- 2026 Allocation from the Massachusetts Cultural Council to the Lowell Cultural Council- \$138,600. This funding is granted at the discretion of the Lowell Cultural Council to organizations and individuals.

Please let me know if you have any questions.

Sincerely,

Thomas A. Golden, Jr.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager, on behalf of the City of Lowell, to accept and expend a Cultural District Grant in the total amount of \$15,000.00 from the Commonwealth of Massachusetts via the Massachusetts Cultural Council (“MCC”).

The Massachusetts Cultural Council has made available to the City of Lowell grant funds in the amount of Fifteen Thousand and 00/100 (\$15,000.00) Dollars; and

The City of Lowell desires to accept and expend said grant funds to help support programming within the Lowell Canalway Cultural District.

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

That the City Manager of the City of Lowell is hereby authorized to accept and expend a grant in the amount of \$15,000.00 from the Commonwealth of Massachusetts via the Massachusetts Cultural Council.



February 17, 2026

Mayor Erik Gitschier
And
Members of the Lowell City Council

Dear Mayor Gitschier and Members of the Lowell City Council,

I humbly request that the City Council vote to accept and appropriate the 2026 Allocation from the Massachusetts Cultural Council for the Canalway Cultural District. This funding will be granted by the Office of Cultural Affairs and Special Events to program events within the district.

Information on the allocation is below.

- 2026 Allocation from the Massachusetts Cultural Council to the Lowell Canalway Cultural District - \$15,000.

Please let me know if you have any questions.

Sincerely,

Thomas A. Golden, Jr.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager on behalf of the City of Lowell to enter into a Lease Agreement with Nicholas C. Sarris, as Trustee of City Barns Trust, for property located at 276 Broadway Street, in Lowell, and to execute all documents necessary for the lease of the property.

The City of Lowell is desirous of leasing property at 276 Broadway Street, Unit 1, City Barns Condominium, consisting of 22,193 square feet, more or less, to be used for housing the Lowell Senior Center; and

The City Council must authorize the City Manager to lease such property from Nicholas C. Sarris, as Trustee of City Barns Trust, for a period of fifteen (15) years; and

As reflected in the Lease Agreement the yearly rent shall be Five Hundred Four Thousand and 00/100 (\$504,000.00) Dollars which equals the sum of Seven Million Five Hundred Sixty Thousand and 00/100 (\$7,560,000.00) Dollars during the entire fifteen-year lease period; and

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

That the City Manager be and hereby is authorized to enter into a Lease Agreement with Nicholas C. Sarris, as Trustee of City Barns Trust, for property located at 276 Broadway Street, in Lowell, consisting of 22,193 square feet, more or less, and to execute and deliver any and all other documents related to the lease of said property on such terms and conditions as he deems in the best interest of the City of Lowell.

Such lease payments shall Five Hundred Four Thousand and 00/100 (\$504,000.00) Dollars which equals the sum of Seven Million Five Hundred Sixty Thousand and 00/100 (\$7,560,000.00) Dollars during the entire fifteen-year lease period.

BE IT FURTHER VOTED:

Said Lease shall be for a term of fifteen years commencing January 1, 2026 and terminating on December 31, 2041, subject to annual appropriation and shall be in accordance with the form, or substantially the form, attached hereto and made a part hereof.

SENIOR CENTER LEASE

This Senior Center Lease (“Lease”) made as of the 1st day of January, 2026, by and between **Nicholas C. Sarris, Trustee of City Barns Trust**, located at 87 Pevey Street, Lowell, Massachusetts 01851, as amended (hereinafter designated as the “Landlord”) and the City of Lowell, a Massachusetts Municipal Corporation with an address of City Hall, 375 Merrimack Street, Lowell, MA 01852 (hereinafter designated as the “Tenant”):

WITNESSETH:

That Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by Tenant, hereby demises, grants and leases to Tenant; and Tenant hereby rents from Landlord the premises hereinafter described, upon the terms and conditions hereinafter set forth.

1. Description

(a) The building as is described in Exhibit “A” known as 276 Broadway Street Unit 1, City Barns Condominium, Lowell, Massachusetts (the “Building”) described in Master Deed recorded with Middlesex North District Registry of Deeds, Book 39391, Page 1. The premises hereby demised is hereinafter referred to as the “Leased Premises.”

(b) The Leased Premises consists of Unit 1 in the City Barns Condominium. The City Barns Stables Building, second floor of the Addition, 21 parking spaces more particularly described in Exhibit “B,” and an area containing a backup generator owned by the Tenant. The number of square feet of area contained in said Leased Premises is approximately Twenty-two Thousand One Hundred Ninety-three (22,193) square feet, as set forth the floor plans of the condominium recorded at the Middlesex North District Registry of Deeds in Plan Book 253, Pages 124-125, including 57.401% of the common area allocated to this condominium unit.

2. Fixtures, Machinery and Equipment

(a) All lighting fixtures, heating, ventilating, air conditioning, plumbing and electrical equipment, piping and wiring, including conduit for computer service at the Leased Premises and any replacement thereof, whether owned by Landlord at the commencement of the term, subsequently purchased by Landlord, or purchased by Tenant in accordance with the provisions of this Lease shall be the property of Landlord, except those items installed by Tenant pursuant to Paragraph 2(b) hereof.

(b) Trade fixtures, furniture, computers, ***kitchen equipment*** and other machinery and equipment which are leased, supplied, purchased and used by Tenant in the conduct of its business shall be property of Tenant or, if such property is leased, of Tenant’s lessor, or of any secured party with respect to any such property, subject to a security interest, and may be removed by Tenant or its lessor or secured party at any time prior to or upon termination of this Lease. Tenant shall service, maintain, and replace, if necessary, all trade fixtures at Tenants expense which shall include gas service and plumbing servicing said fixtures. Tenant may, at its

election, at no cost to Landlord, cause any of its personal property to be removed at the expiration of the term and repair any damage to the Leased Premises caused by such removal. Any property not removed within sixty (60) days after expiration of the Lease shall be deemed abandoned, and Tenant shall be responsible to Landlord for any reasonable costs incurred by Landlord in the removal of such abandoned personal property.

3. Term: Tenant's Payment Obligations

The term of this Lease shall be for fifteen (15) years, commencing January 1, 2026, and terminating December 31, 2041, Subject to annual appropriation.

At the conclusion of the Lease, the Landlord shall donate the Premises to the City of Lowell by delivering a properly executed Quitclaim Deed, free of encumbrances not in existence as of the commencement date, within thirty (30) days of the termination date. Notwithstanding the Settlement Agreement of the parties dated December ___, 2025, in the event that this Lease is terminated prior to December 31, 2041 through lack of appropriation, the Parties agree to enter mediation to resolve any claims regarding the donation of the Premises, the use and occupancy of the Premises, reimbursement for costs, expenses and improvements to the Premises.

The LESSEE shall pay to the LESSOR an amount not to exceed Five Hundred and Four Thousand and XX/100 (\$504,000.00) Dollars, per year, commencing on January 1, 2026, and payable in monthly installments of Forty-Two Thousand and XX/100 (\$42,000.00) Dollars due and payable on the twentieth (20th) day of each month for all rental due for the previous month.

Until further written notice from LANDLORD such monthly payments shall be made to:
City Barns Trust
87 Pevey Street
Lowell, MA 01851

4. Use of Leased Premises

(a) It is understood, and Tenant so agrees, that the Leased Premises, during the term hereof, shall be used for the following purposes and no other purposes:

The Premises will be utilized by the Tenant as a Senior Citizen Center (or such other public purposes as determined to be in the best interest of the City).

(b) Tenant further agrees to conform to the following non-discriminatory provisions during the term of this Lease:

(i) No auction, fire, bankruptcy or going out of business or similar sales may be conducted or be advertised as being conducted within the leased premises without the written consent to the Landlord;

(ii) Tenant shall not use the sidewalks adjacent to the Leased Premises for business purposes without the previous written consent of Landlord;

(iii) Tenant shall keep the windows of the Leased Premises such as to conform to any preservation easements, city or state laws or ordinances and regulations;

(iv) Tenant shall receive and deliver supplies only in the manner, at such times, and in such areas, as may be reasonably designated by the Landlord and in such a manner so as not to obstruct the other occupants of the building and sidewalk adjacent thereto;

(v) Tenant shall not place on the interior of windows or exterior of the Leased Premises any signs or any other symbol, advertisement, light or other object or thing visible to public view outside the Leased Premises without the prior consent of Landlord, and in each case, in accordance with preservation easements, and city and state laws, or ordinances and regulations;

(vi) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed in the premises prepared for collection, in the manner and at the times and places specified by Landlord, and in no event shall such garbage and refuse be stored or kept in such a manner as to cause in the reasonable opinion of Landlord, a nuisance to the premises of which the demised premises forms a part. All garbage collection for the premises, and not for other tenants of the Landlord located at the same property, shall be paid by Tenant;

(vii) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord;

(viii) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant;

(ix) Tenant shall not perform any act or carry on any practice which may injure the Leased Premises or any other part of the Building, or cause any unreasonably offensive odors or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other tenant or tenants or other persons in the Building, and in no event shall any offensive noises or unreasonable odors be emitted from the Leased Premises;

(x) Tenant will not drill or make any holes in the stone or brickwork except for those approved by Landlord and the Leased Premises will not be overloaded, damaged or defaced;

(xi) Tenant shall not suffer or permit the Leased Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept in the Leased Premises which would in any way (i) violate any law or requirement of public authorities, (ii) cause structural injury to the Building or any part thereof, (iii) interfere with the normal operations of the heating, air-conditioning, ventilating, plumbing or other mechanical or electrical systems of the Building or the elevators installed therein, (iv)

constitute a public or private nuisance, (v) alter the appearance of the exterior of the Building or of any portion of the interior thereof other than the Leased Premises, except Tenant may maintain its signs as permitted in accordance with this Lease;

(xii) Whenever Landlord's approval is required for Tenant's action under any section of this Lease, said approval shall not be unreasonably withheld if consistent and compatible with authorized Tenant's uses of the premises and the Landlord's overall building use plan.

5. Landlord's Services

Landlord shall, at its expense, furnish and provide, or cause to be furnished or provided, the following services to the Leased Premises:

(a) A heating plant and an air conditioning plant to serve the Leased Premises, which plants shall be capable of adequately heating and air conditioning the entire Leased Premises. Landlord shall be responsible for the costs incurred for fuel to operate the systems.

(b) Landlord agrees to remove all snow and ice from the sidewalks adjacent to the Leased Premises according to the rules and regulations promulgated under the ordinances of the City of Lowell. Salt and sand are to be used as necessary to ensure safety. Landlord shall be responsible for plowing, salting, and sanding the parking lot.

(c) Landlord shall provide, at its expense, high speed elevator service, as set forth in the floor plans. The Tenant shall be responsible to maintain and service the elevator.

(d) Landlord reserves the right to interrupt, curtail or suspend the services required to be furnished by Landlord under Paragraph 7 when the necessity therefore arises by reason of accident, emergency, mechanical breakdown or when required by any law, order or regulation of a federal, state, county or municipal authority, or for any cause beyond the reasonable control of Landlord. Landlord shall use reasonable diligence to complete all required repairs or other necessary work as quickly as reasonably possible so that Tenant's inconvenience resulting therefrom may be for a short a period of time as circumstances will reasonably permit. No diminution or abatement of rent or additional rent shall or will be claimed by Tenant as a result therefrom, nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of such interruption, curtailment or suspension, unless such interruption, curtailment or suspension continues for a consecutive period of seven (7) days or more, in which event the Annual Fixed Rent and additional rent shall be abated commensurate with the interference with Tenant's use of the Leased Premises; and until such interruption, curtailment or suspension ceases shall continue to be abated commensurate with the interference; and in the event Landlord is not reasonably proceeding to rectify the condition causing such interruption, curtailment or suspension. Tenant shall have the right to do whatever acts are necessary to correct such conditions and take credit for the reasonable cost thereof as a credit against the rent then due or to become due in the future to the Landlord.

(e) The building must comply with building codes for life safety. Life safety hazards detected either before or during occupancy shall be corrected at the Landlords expense. The building must comply with all applicable federal, state and local code requirements.

(f) Conduit must be provided for computer service to all areas, electrical outlets and for phone service to all areas.

(g) During the lease term, the landlord is responsible for replacing with equal goods, worn or damaged ceiling tiles, carpet when worn, stained, or backing becomes visible or hazardous, and repair and repainting of wall surfaces, to the satisfaction of the Tenant.

(h) The Landlord is to provide the continuous routine maintenance and repair and/or replacement of broken glass, ceiling and ceiling leaks, plumbing, locks, fire protection equipment, heating, ventilation and a/c systems, and security systems. HVAC equipment is to be serviced, filters replaced and diffusers cleaned in accordance with manufacturer's recommendation. In the event that Tenant has installed any additional proprietary systems, including but not limited to the computer system servicing the HVAC System, to the aforementioned HVAC or security systems, Tenant will arrange for its vendor or agents to be present and/or assist Landlord in conducting necessary maintenance and repairs. The cost of services relating to the computer system servicing the HVAC system shall be the responsibility of the Tenant.

(i) Landlord must carry adequate fire and extended coverage insurance on the building of which the Lease Premises are a part.

(j) Landlord must provide access to shipping and receiving, and separate entrance dock for delivery of all supplies and materials.

(k) All areas designated to be occupied by personnel must be provided with fresh air ventilation.

(l) The building must be handicapped accessible in accordance with the requirements of the American Disabilities Act.

6. Assignment, Subletting

Tenant shall not mortgage, encumber, pledge, sell, assign, or otherwise transfer its interest in this Lease, or sublease all or any part of the Leased Premises, without obtaining in each case Landlord's prior written consent. In the event Landlord consents to any assignment or transfer, from and after the execution and delivery of any assignment or transfer, each subsequent tenant and each such assignee shall be and remain primarily liable, jointly and severally, with the original tenant named as such in this Lease for the payment of Annual Fixed Rent and any additional rent and for the due performance of all the obligations, terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the balance of the Term of this Lease; and the obligations of such original Tenant under this Lease shall continue in full force and effect as the obligations of a principal and not as a guarantor or surety. No assignment or transfer shall be

binding upon Landlord or any mortgagee, unless the assignee, transferee or Tenant shall deliver to Landlord and instrument which contains a covenant or assumption by the assignee or transferee running to Landlord and all persons claiming by, through or under Landlord of Tenant's obligations under the Lease; but the failure or refusal of the assignee or transferee to execute such instrument of assumption shall not release or discharge the assignee or transferee from its liability as Tenant hereunder. No consent to any sale, assignment, transfer or subletting which may be given by Landlord, shall constitute a waiver by Landlord of the provisions of this section, or a release of Tenant from the full performance by it of the covenants on the part of the Tenant herein contained for the balance of the Term of this Lease; and no consent given by Landlord to any sale, assignment, transfer or subletting shall relieve Tenant of its obligation to obtain the written consent of Landlord to any subsequent sale, assignment, transfer or subletting if such consent is required under the provisions of this section.

7. Maintenance and Repairs

(a) During the Term of this Lease, the Landlord, at its sole cost and expense, shall keep in good order, safe condition and repair and replace, where necessary: (i) all structural and exterior portions of the Building, including the roof, the foundation, all structural walls, columns and floor slabs (ii) the common areas and facilities of the Building: (iii) the heating, air conditioning, plumbing, electrical components of the building located within or serving the Leased Premises shall be maintained by the Landlord so long as same has not been damaged as a result of the negligence of Tenant, its agents or servants. Landlord shall not be responsible for repair, maintenance or replacement of Tenant's equipment and furnishings including but not limited to Kitchen Equipment, the Hot Water Service and Drainage system servicing the kitchen, the Sewer Disposal System servicing the kitchen which shall be the responsibility of the Tenant. Landlord shall not be liable in any way for any failure to make such alterations and repairs in the Leased Premises or in other areas, if any, of the Building, exclusively controlled by Tenant, until after reasonable notice from Tenant. Tenant shall designate to Landlord the persons authorized for reporting building problems.

(b) Tenant shall take good care of the Leased Premises, the fixtures, equipment and appurtenances therein and Tenant shall, at Tenant's own expense, make all repairs to the Leased Premises, the fixtures, equipment and furnishings when needed to preserve them in good working order and condition.

(c) The Tenant shall be responsible for any damage to its personal property or its fixtures whether or not caused by fire or other casualty except if caused by the negligence of the Landlord. The Tenant shall be responsible for making all non-structural repairs to the Leased Premises for any damage caused by the Tenant at the Tenant's sole expense.

(d) Tenant shall pay for all phone service and other utilities used or consumed in the Leased Premises by Tenant including electricity, heating, and air-conditioning, and cleaning.

(e) Tenant is responsible to provide daily cleaning of all offices and general spaces within the building that tenant occupies and is responsible for trash removal from its office space to the trash compacter/receptacle, and the cost of said trash receptacle.

8. Alteration or Additions

(a) The Tenant shall make no structural alterations, changes and improvements to the interior or exterior of the Leased Premises without the Landlord's prior written consent having first been obtained, which consent shall not be unreasonably withheld or delayed. Tenant shall have the right, at its own expense, by notification to Landlord without necessity of obtaining Landlord's approval, to make such nonstructural alterations, additions, installations, changes and improvements to the Leased Premises as Tenant may deem necessary or desirable for the conduct of its business. Any and all such changes must be in accordance with Preservation Restrictions regarding the building and all local ordinances and by-laws. Any alteration, addition, installation, change or improvement by Tenant shall be performed at the sole risk, cost and expense of Tenant in a good and workmanlike manner so as not to weaken or impair the structure of the Building or otherwise reduce the value of the Building and shall comply with and conform to all requirements, rules, regulations, laws and ordinances of all legally-constituted authorities relating thereto. Such alterations, additions, installations, changes or other improvements (except to the extent they are deemed personal property) shall be and become part of the realty and the sole and absolute property of the Landlord and shall remain upon and be surrendered with the Leased Premises at the expiration or other termination of this Lease. Notwithstanding the foregoing, all trade fixtures and signs installed at any time or times by the Tenant or anyone claiming under Tenant, whether by law deemed to be a part of the realty or not, shall remain the property of the Tenant or persons claiming under Tenant and may be removed by Tenant at any time or times during the term of this Lease, Tenant agreeing to repair any and all damage to the Leased Premises occasioned by the removal by Tenant or anyone claiming under Tenant of any property from the Leased Premises.

(b) The Tenant covenants and agrees to indemnify and save Landlord harmless of and from any and all mechanics' liens or claims which may arise as a result of or in connection with any alteration or improvement constructed or placed upon the Leased Premises by the Tenant and to cause to be discharged from the record promptly upon request of the Landlord any notice of contract or mechanics' lien filed by any person furnishing labor or materials in connection therewith.

9. Mortgage of Building and Underlying Land; Estoppel Certificate

(a) The Tenant agrees that upon the request of Landlord it will subordinate this Lease to any present or future mortgage or mortgages upon the land and Building in which the Leased Premises are located, and to any and all advances to be made thereunder, and to the interest thereon, irrespective of the time of execution or time of recording of any such mortgage or mortgages. The word "mortgage as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. It is expressly understood and agreed, however, that Tenant shall not be obligated to subordinate this Lease and the lien hereof to the lien of any future mortgage unless the holder thereof shall enter into an agreement with Tenant, in recordable form, that in the event of foreclosure or other right asserted under the mortgage by the holder or any assignee thereof, this Lease and all the rights of Tenants hereunder, shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the provisions of this Lease.

(b) Tenant shall, without charge at any time and from time to time, within ten (10) days after request by Landlord, certify by written instrument, duly executed, acknowledged and delivered to any mortgagee, proposed assignee of any mortgage, or proposed purchaser, or any other person, firm or corporation specified by Landlord, to the extent appropriate:

(i) That this Lease is unmodified and in full force and effect (or, if there has been modification, that the same is in full force and effect as modified and stating the modifications);

(ii) Whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof, upon the part of Tenant to be performed or complied with (and, if so, specifying the same); and

(iii) The dates, if any, to which the Annual Fixed Rent and other charges hereunder have been paid in advance.

10. Indemnification

Tenant, to the extent permitted by law, shall indemnify and hold harmless the Landlord from and against any and all liabilities, fines, suits, claims, and demands and actions and costs and expenses of suits, claims, demands and actions and cost and expenses of any kind or nature, due to or arising out of: (i) any damage to property occasioned by Tenant's use and occupancy of the Leased Premises and (ii) any injury, loss, damage or liability to person or persons, including death, resulting at any time therefrom, or to property, occurring in or about the Leased Premises, or on the sidewalks, roadways, access and parking areas and other facilities appurtenant thereto, but only if under (i) and (ii) such damage, loss, etc., occurs solely on account of or based upon the omission, fault, negligence or misconduct of the Tenant or other persons for whose conduct the Tenant is legally responsible. This indemnification shall not apply to exculpate or indemnify Landlord for any negligence or fault by Landlord, its agents or employees. If the Tenant is required to defend any action or proceeding pursuant to this section to which action or proceeding Landlord is made a party, Landlord shall be entitled to appear, defend or, otherwise, take part in the matter involved, at Landlord's election, by counsel of Landlord's own choosing, provided such action by Landlord does not limit or make void any liability of any insurer of Landlord or Tenant hereunder in respect to the claim or matter in question. Nothing herein shall abrogate or diminish the limitation of liability to which the Tenant is entitled under the Massachusetts Tort Claims Act, Massachusetts General Laws, Chapter 258.

11. Fire Insurance

(a) Landlord shall, at its expense, at all times during the Term of the Lease, keep insured in responsible insurance companies authorized to do business in Massachusetts, the Building and all alterations, additions, and improvements thereto and replacements thereof (but not Tenant's personal property) including leasehold improvements made as part of the work against loss or damage by fire and the risks contemplated within the extended and special extended coverage endorsements (as such endorsements may, from time to time, customarily be written in

Massachusetts on similar buildings similarly situated) and against such other risks as shall reasonably be required by an institutional holder of a first mortgage in an amount not less than eighty (80) percent of the full replacement cost thereof, including additions, alterations and improvements. Tenant may but shall not be required to keep insured its personal property.

(b) Each of Landlord and Tenant hereby releases the other and all persons claiming under it, to the extent of its insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended casualties or any other insured casualty, even if such fire or other casualty shall be brought about by the fault or negligence of the other party, or any persons claiming under it, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as releasor's policies of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect said policies or the right of releasor to recover thereunder. Each of Landlord and Tenant agrees that the fire and extended coverage and other insurance policies will include such a clause so long as the same is obtainable and is includable without extra cost, or if extra cost is chargeable therefore, so long as the other party pays such extra cost. If extra cost is chargeable therefore, each party will advise the other thereof and the amount thereof, and the other party, at its election, may pay the same but shall not be obligated to do so.

12. Casualty and Taking

A. Damage and Destruction

(a) In case, during the term of this lease, all or any part of the Building containing the Leased Premises shall be damaged or partially or totally destroyed by fire, flood, windstorm, or other casualty at any time, then a just proportion of the Annual Fixed Rent and additional rent shall be abated according to the nature and extent of the damage and Landlord shall repair, replace, restore or reconstruct the Leased Premises into substantially their condition prior to such damage, excluding any of Tenant's personal property. In the event fifty (50) percent or more of the full fair insurable value of the Leased Premises shall be destroyed or damaged by fire or any other casualty during the last eighteen (18) months of the term of this Lease, then this Lease and the term hereby demised shall terminate at the election of either party on written notice given to the other within thirty (30) days after the occurrence of such damage or destruction.

(b) All proceeds of fire and other casualty insurance shall be held by the first mortgagee of the Building for application to the cost of restoration upon such conditions as such mortgagee may prescribe. If at the time of occurrence of any fire or other casualty covered by insurance there shall be no mortgage of the Building which is held by a bank, trust company, insurance company, pension or profit-sharing fund or other lending institution, such insurance proceeds shall be held, as segregated fund to be applied to the work of restoration, by a bank or trust company located in Massachusetts to be designated by Landlord, and any changes of such bank or trust company shall be paid out of the insurance proceeds.

B. Eminent Domain

(a) In the event that all or substantially all of the Leased Premises shall be condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall, forthwith, cease and terminate as of the date of vesting of title. In the event that only a part of the Leased Premises or the Building of which the Leased Premises are a part shall be so condemned or taken, then, effective thereafter as of the date Tenant vacates and removes from the part of the Leased Premises so taken, the Annual Fixed Rent and the Tenant's Additional Rent shall be proportionately reduced, and this Lease shall continue as to such part not so taken unless such remaining part is unsuitable for Tenant's purposes in which event this Lease shall terminate. In the event that only a nonmaterial part of the Leased Premises shall be so condemned or taken, then this Lease shall be and remain unaffected by such condemnation or taking, except that the rent shall be abated to the extent, if any, hereinbefore provided. In the event that only a part of the Leased Premises shall be so condemned or taken, Landlord will, at its expense, restore with reasonable diligence the remaining structural portions of the Leased Premises as nearly as practicable to the same condition as it was in prior to such condemnation or taking.

(b) In the event of termination as hereinabove provided, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the date hereinabove set for the expiration of the term of this Lease, and the rent hereunder shall be apportioned as of such date.

(c) Landlord reserves to itself any and all rights to receive awards made for damages to the Leased Premises and the Building and the land upon which the Building is located and the leasehold thereby created, or any one or more of them, accruing by any reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may, from time to time, request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof.

(d) Notwithstanding the foregoing provisions of this section, Tenant and anyone claiming under it, at its and their expense may, jointly with Landlord, appear, claim and prove, if so allowed, in the proceedings relative to any such awards, and may receive therefrom, such portion thereof as represents the value of the alterations, additions, installations and improvements made by or for the account of Tenant and anyone claiming under it in the Leased Premises, but not more than the total of expenditures for such alterations, additions, installations and improvements, less depreciation, from the respective dates of the making of such alterations, additions, installments or improvements to the date of the taking computed on a straight-line basis over the term of this Lease which is in force at the time of such taking, or the useful life of such items, whichever is shorter. Such right of Tenant shall be subject and subordinate to the application of all such awards to the prior payment in full of any first mortgage in effect at the time of such taking provided that in applying such awards to the payment of such first mortgage, Landlord's share of such award shall be applied and exhausted first before any portion of Tenant's share of such award is so applied and, further, provided that such right shall not be so subject and subordinate to any mortgage which either (i) affects real estate other than the Building and land

upon which it is located or (ii) secures notes, obligations or agreements unrelated to said Building or land or (iii) is held by an affiliate of Landlord. Further, notwithstanding the foregoing provisions, Tenant and anyone claiming under it shall be entitled to appear, claim, prove and receive, if allowed an award for its personal property and for relocation and moving expenses.

13. Tenant's Other Covenants

Tenant hereby covenants during the Term of the Lease and for such further time as Tenant holds any part of the Leased Premises:

(a) To pay for all elevator service, maintenance and repairs, and telephone and other utilities used or consumed therein and not otherwise furnished or supplied by Landlord pursuant to Paragraph 6 hereof.

(b) To conform to all reasonable rules made by the Landlord for the care and use of the Building and any appurtenant areas, to the extent made known to Tenant in writing, provided they are uniformly applicable to all tenants and occupants.

(c) Not to permit any use of said Leased Premises which is improper, offensive or contrary to law or ordinance.

(d) To permit the Landlord and the Landlord's agents to enter upon the Leased Premises at reasonable times (or at any time when such entry shall be required by circumstances of emergency) consistent with the safe and proper conduct of Tenant's business to examine the Leased Premises and to cause any repairs to be made pursuant to Paragraph 6, Paragraph 8, and Paragraph 18 hereof, and in the last four (4) months of the Term of the Lease to show the Leased Premises to prospective purchasers and tenants.

(e) To procure any licenses and permits required from regulatory authorities for the conduct of business at the said Leased Premises and the obtaining of sign permits. Tenant shall have the right, at its expense and risk, with the Landlord's consent, which consent shall not be unreasonably withheld or delayed, to affix to its portion of the Building and install on the Leased Premises such signs as it may require subject to applicable laws, ordinances and regulations and preservation restrictions.

(f) At the termination of this Lease, to remove the Tenant's goods and effects and peaceably to yield up said Leased Premises and all additions, alterations and improvements thereto (except such as are removable in accordance with Paragraph 3 or Paragraph 10 hereof) clean and in good order, repair and condition, damage by fire or other casualty, ordinary use and wear and taking excepted.

(g) All of Tenant's garbage and refuse shall be kept in a trash compactor/receptacle in a location designated by the Landlord, and in no event shall such garbage and refuse be stored or kept in such a manner as to cause in the reasonable opinion of the Landlord, a nuisance to the premises of which the Leased Premises forms a part. The Tenant

is responsible for trash removal from its leased space to the trash compacter/receptacle and shall pay for all such services.

(h) All utilities, including electricity, heat, air conditioning, including cleaning services shall be paid by the Tenant.

(i) The Landlord shall provide an elevator service for the exclusive use of Trustee. The cost to service, maintain, and provide continuous routine maintenance and repair and or replacement shall be paid by the Tenant.

(j) The Tenant shall maintain its backup generator located on site at its own expensive.

14. Default by Tenant

(a) All charges, costs and expenses which the tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this lease, shall be deemed to be additional rent and, in the event of nonpayment by the Tenant, the Landlord shall have all the rights and remedies with respect thereto as the Landlord has for the nonpayment of the basic rent.

(b) If the Tenant neglects or fails to pay the rent herein reserved or any part thereof when due and payable, as herein provided, or if the Tenant neglects or fails to perform or observe any of the other covenants, agreements or provisions contained in this Lease which on the Tenant's part, are to be performed or observed, and such neglect or failure to pay rent shall continue for fourteen (14) days after written notice thereof, or any default in the observance of performance of the other covenants, agreements or provisions shall continue for thirty (30) days after written notice given by the Landlord to the Tenant without Tenant's having commenced diligently to remedy such default, or if the leasehold hereby created shall be taken on execution or by other process of law, or if any assignment shall be made of the Tenant's property for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any part of the Tenant's property by a court of competent jurisdiction, or if a petition is filed by the Tenant seeking an adjudication of itself as bankrupt or insolvent under any bankruptcy law or if an involuntary petition in bankruptcy is filed against the Tenant and the same shall not be dismissed within ninety (90) days from the date upon which it is filed, then, and in any of said cases, the Landlord lawfully may immediately, or at any time thereafter, and without demand or notice enter upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate, and expel the Tenant and those claiming through or under the Tenant and remove their effects, forcibly if necessary, without being deemed liable for any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such re-entry and declaration this Lease shall terminate.

(c) The Tenant shall pay and indemnify the Landlord against all legal costs and charges, including counsel fees lawfully and reasonably incurred, in obtaining possession of the Leased Premises after a default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of the lease or enforcing any covenant of the Tenant herein contained.

15. Rights Cumulative; Non-Waiver

It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits or of any other rights, remedies and benefits allowed by law. No waiver by Landlord or Tenant of any breach by the other of any of its obligations, agreements or covenants hereunder shall operate as a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forbearance by Landlord or Tenant to seek a remedy for any breach by the other be a waiver of either's rights and remedies with respect to such or any subsequent breach.

16. Right of Self-Help

(a) If Tenant shall default in the performance of any covenant required to be performed by it under this Lease, Landlord may perform the same for the account at the expense of Tenant, after first giving notice to Tenant of such default and of reasonable time to cure the same. Landlord may make any repairs which are essential for the protection and maintenance of the Leased Premises or any other thereof if Tenant fails to commence such repairs within thirty (30) days after notice from Landlord or immediately if emergency conditions require immediate commencement after notice from Landlord. If Landlord at any time is compelled to pay any sum of money by reason of the failure of Tenant to comply with any provision hereof, including the making of repairs, after reasonable notice, or if the Landlord is compelled to incur any expense, including reasonable counsel fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of the default of Tenant hereunder, the sum or sums so paid by Landlord shall be due from Tenant to Landlord as additional rent on the next date following the incurring of such expenses upon which a regular monthly rental payment is due.

(b) If Landlord shall default in the performance of any term or covenant on its part to be performed under or by virtue of any of the terms or provisions of this Lease, Tenant without being under any obligation to do so and, without thereby waiving such default, may remedy such default for the account and at the expense of Landlord immediately and without notice in the case of an emergency or in any other case if Landlord shall fail to commence to remedy such default with all reasonable diligence within thirty (30) days after Tenant shall have notified Landlord in writing of such default and diligently prosecute such remedy to completion. If Landlord shall fail to pay amounts or perform obligations secured by mortgages having priority over this Lease or to pay all or any portion of the real estate taxes, a portion of which is payable by Tenant as additional rent, Tenant shall have the further right, but not the obligation, to pay or perform such obligations as part of the right of self-help granted herein, and any payments or expenses thus incurred by Tenant may be applied in set off against rental obligations under this Lease.

17. Landlord's Covenant of Title and Quiet Enjoyment

Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this Lease for the full terms thereof, and Landlord has good, marketable record title thereto, free and clear of encumbrances, easements and restrictions which may prevent the use of the Leased Premises by Tenant as contemplated herein. Landlord further covenants that, subject to the terms and provisions hereof and so long as the Tenant shall faithfully perform its undertaking hereunder and the terms, covenants and conditions hereof, including payment of rent, additional rent and other changes, the Tenant, its successors and assigns, shall and may peaceably and quietly have hold, and enjoy the Leased Premises for the Term of the Lease.

Landlord or Landlord's agents have made no representations or promises with respect to the Building, the land or the Leased Premises except as herein expressly set forth; and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking possession of the Leased Premises by Tenant shall be conclusive evidence as against Tenant, that Tenant accepts said Leased Premises and the Building and that same were in good and satisfactory condition at the time such possession was so taken, excepting any items agreed to in writing between the parties as not having been completed.

Landlord and its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the Building, nor for the loss of or damage to any property of Tenant by theft or otherwise. Tenant shall give prompt notice to Landlord in case of accidents in the Leased Premises or in the Building or of defects therein or in any fixtures or equipment. Landlord shall give prompt notice to Tenant of its knowledge of accident in the Leased Premises or accidents affecting services, access or other appurtenances to the Leased Premises, or (to the extent caused or claimed to arise from or be related to, Tenant's use or occupancy under this lease) in the Building or of defects therein or in any fixtures or equipment.

18. Notices

(a) Any notice from the Landlord to the Tenant relating to the premises or the occupancy thereof or the termination of this Lease shall be deemed duly served if sent by certified or registered mail addressed to Tenant at 375 Merrimack Street, Lowell, Massachusetts 01852, or such other address as Tenant may hereinafter designate in writing. Any notice from the Tenant to the Landlord shall be deemed duly served if sent by certified or registered mail to Landlord at 87 Pevey Street, Lowell, Massachusetts 01851, or such other address as landlord may, hereinafter, designate in writing.

19. Miscellaneous Provisions

(a) This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

(b) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(c) If the Landlord shall sell the Leased Premises or transfer its entire interest in this Lease to a buyer or transferee who will assume and agree to perform and observe the obligations, covenants and conditions by the Landlord herein to be performed or observed, the Landlord, from and after the date of such sale or transfer, shall be forever released and discharged from any and all of its obligations hereunder, except those accruing during the period of its ownership.

(d) Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as may be permitted by applicable statute.

(e) The terms “Landlord” and “Tenant,” wherever used herein, shall include and all of the provisions hereof shall bind and inure to the benefit of, the heirs, executors, administrators, successors and assigns of the respective parties hereto. The use of the neuter pronoun in reference to Landlord or Tenant shall be deemed to mean the appropriate pronoun applicable to the number or gender of the person to whom or which it refers, as the context may require.

(f) In any case where either party hereto is required to do any act, delay caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, governmental regulations, act of the other party, or other causes beyond such parties’ reasonable control, other than financial inability, shall not be counted in determining the time during which such act is to be performed, whether such time be designated by a fixed date, a fixed time or a “reasonable time”.

20. Reserve System

Landlord agrees that its attention has been called to the provisions of the “Reserve System” Ordinance of the City of Lowell, which is now incorporated in the “The Code of Ordinances City of Lowell, Massachusetts”, passed by the City Council on December 23, 2008 and Amendments thereto and that each purchase order, so-called, issued in accordance with Section 28-32 of said Code to cover the services to be rendered under this Agreement shall be made a part hereof by reference. It is further agreed that no obligation shall be considered to have incurred under this Agreement unless and until a purchase order shall have been duly issued and approved. And further, that the obligation incurred shall be limited to the amount set forth in the purchase order or purchase orders duly issued and approved.

21. Applicability of Law

This Agreement is subject to all laws, federal, state and local, which are applicable to this Agreement, and it is assumed that the Landlord is cognizant thereof.

22. Non-collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group or individuals.

23. Code c.28, Article V

It is understood and agreed by the Tenant and the Landlord that pursuant to the Code of the City of Lowell, Chapter 28, Article V, a Contract Performance Record form must be completed on this Lease by the Department Head or his/her designee, who is supervising this Lease, and such Contract Performance Record Form must be submitted to the City Manager, City Auditor, and Purchasing Agent prior to release of final payment under this Lease. If requested by the Landlord a copy of the Contract Performance Record Form shall be furnished to the Landlord.

24. Certification

The undersigned certifies, under penalties of perjury, that all municipal fees, including real estate taxes, due and owing to the City of Lowell have been paid in full.

25. Walgreen’s Space

If the Tenant is not in breach of any of the material terms of this Lease and if Unit 2, described as the “Walgreen’s Space” becomes available, the Landlord agrees to enter into good faith discussions with the Tenant to lease the space vacated by Walgreen’s. The parties agree that no contractual right is granted to the Tenant that can be interpreted as an “Option to Lease” or a “Right of First Refusal” or any legal obligation on behalf of the Landlord. The Landlord reserves to itself the right to lease the space to any other person and/or entity.

26. Future Gift To City

In accordance with Paragraph 3 of this Lease, the Landlord shall donate the Premises to the City of Lowell by delivering a properly executed Quitclaim Deed, free of all encumbrances not in existence as of the commencement date, within thirty (30) days as of the termination date.

The gift shall be conditioned upon the following:

- (a) The Tenant’s continued use and operation of the Leased Unit as a Senior Center or some other worthy community use reasonably acceptable to Landlord;
- (b) The full and timely payment by the Tenant of all rent payments then due under this Lease; and

- (c) The non-exercise by the Tenant of the “subject-to-appropriations” provision contained in this Lease, subject to the mediation clause of Paragraph 3.

A copy of the proposed Gift Deed is attached herewith demonstrating the Landlord’s future obligation under the Lease to make a gift of the premises when all pre-conditions have been satisfied in full.

27. Notice of Lease

Landlord and tenant agree that they will not record the Lease. Landlord and Tenant agree that the parties shall execute and deliver a Notice of Lease suitable for recording purposes.

28. Right to Convey

Landlord shall have the affirmative right to sell and/or convey the Unit comprising the Leased Premises to a related business entity or relative.

{Signature Pages to Follow}

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, and their respective seals hereto affixed by their respective officers or other persons thereunto duly authorized as of the day and year first-above written.

TENANT:
CITY OF LOWELL

LANDLORD
CITY BARNS TRUST

Thomas A. Golden, Jr.,
City Manager

By: _____
Nicholas C. Sarris, Trustee

Federal I.D. or Social Security No.

Kelly Oakes
City Auditor

APPROVED AS TO FORM:

Corey F. Williams
City Solicitor

DATE: _____



Thomas A. Golden, Jr.
City Manager

Shawn Machado
Assistant City Manager

February 24, 2026

Mayor Erik R. Gitschier
And
Members of the Lowell City Council

Re: Lease Agreement - Senior Center

Dear Mayor Gitschier and Members of the City Council:

Attached is a vote authorizing the City Manager to enter into a fifteen-year lease with Nicholas Sarris, as Trustee of City Barns Trust, for 22,193 square feet of property located at 276 Broadway Street. The property will continue to house the Lowell Senior Center. The cost is \$22.71 per square foot, with an annual payment of \$504,000.00. The fifteen-year lease will commence January 1, 2026 and terminate on December 31, 2041.

Sincerely,

Thomas A. Golden, Jr.
City Manager

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into Net Meter Credit Sales Agreements with Jacobs Ladder Road Solar, LLC, Bishops Highway Solar, LLC, and Brook Street Phase Three Solar, LLC for a period of twenty-five (25) years, relative to a Net Metering program.

The City of Lowell is desirous of purchasing Net Metering Credits generated by Solar Energy Facilities; and

Jacobs Ladder Road Solar, LLC, Bishops Highway Solar, LLC, and Brook Street Phase Three Solar, LLC propose to finance, install, own, operate and maintain Solar Energy Facilities and desires to sell and deliver to the City of Lowell an agreed-upon percentage of the Net Metering Credits generated by the Solar Energy Facility.

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

That the City Manager be and is hereby authorized to enter into Net Meter Credit Sales Agreements with Jacobs Ladder Road Solar, LLC, Bishops Highway Solar, LLC, and Brook Street Phase Three Solar, LLC for a period of twenty-five (25) years relative to the purchase of an agreed-upon percentage of the Net Metering Credits generated by Solar Energy Facilities.

BE IT IS FURTHER VOTED:

That the City Manager be and hereby is authorized to execute and deliver any and all other documents related to the Net Meter Credit Sales Agreements to provide Net Metering services for twenty-five (25) years, on such terms and conditions as the City Manager deems to be in the best interest of the City of Lowell.

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 said grant including the expenditure thereof.

NET METERING CREDIT SALES AGREEMENT

This Net Metering Credit Sales Agreement ("**Agreement**") is made and entered into as of February __, 2026 ("**Effective Date**") and is by and between **BISHOPS HIGHWAY SOLAR, LLC** as seller ("**Seller**") and the **CITY OF LOWELL, MASSACHUSETTS**, a municipality in the Commonwealth of Massachusetts with a principal place of business at 375 Merrimack St, Lowell, MA 01852, as buyer ("**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a ("**Party**") and collectively as the ("**Parties**").

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating, and maintaining, solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain a Solar Energy Facility located off Bishops Highway in Kingston, Massachusetts, and described more particularly in Exhibit D (the "**Solar Energy Facility**");

WHEREAS, the Solar Energy Facility is expected to qualify as a Solar Net Metering Facility pursuant to the Net Metering Rules (as defined below) and will, therefore, generate Net Metering Credits for each excess kilowatt hour of electricity generated by the Solar Energy Facility;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, an agreed-upon percentage of the Net Metering Credits generated by the Solar Energy Facility during the Term, on a monthly basis, subject to the terms and conditions, and at the prices, set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, Seller and Buyer agree as follows:

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words which are capitalized and defined in this Article I shall be given their common and ordinary meanings when they appear without capitalization in the text of this Agreement. Words not defined herein shall be given their common and ordinary meanings, except that capitalized words not otherwise defined herein shall have the meaning set forth in the Net Metering Rules.

NET METERING CREDIT SALES AGREEMENT

This Net Metering Credit Sales Agreement ("**Agreement**") is made and entered into as of February ___, 2026 ("**Effective Date**") and is by and between **BROOK STREET PHASE THREE SOLAR, LLC** as seller ("**Seller**"). and the **CITY OF LOWELL, MASSACHUSETTS**, a municipality in the Commonwealth of Massachusetts with a principal place of business at 375 Merrimack St, Lowell, MA 01852, as buyer ("**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a ("**Party**") and collectively as the ("**Parties**").

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating, and maintaining, solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain a Solar Energy Facility located off Brook Street in Plympton, Massachusetts, and described more particularly in Exhibit D (the "**Solar Energy Facility**");

WHEREAS, the Solar Energy Facility is expected to qualify as a Solar Net Metering Facility pursuant to the Net Metering Rules (as defined below) and will, therefore, generate Net Metering Credits for each excess kilowatt hour of electricity generated by the Solar Energy Facility;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, an agreed-upon percentage of the Net Metering Credits generated by the Solar Energy Facility during the Term, on a monthly basis, subject to the terms and conditions, and at the prices, set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, Seller and Buyer agree as follows:

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words which are capitalized and defined in this Article I shall be given their common and ordinary meanings when they appear without capitalization in the text of this Agreement. Words not defined herein shall be given their common and ordinary meanings, except that capitalized words not otherwise defined herein shall have the meaning set forth in the Net Metering Rules.

NET METERING CREDIT SALES AGREEMENT

This Net Metering Credit Sales Agreement ("**Agreement**") is made and entered into as of February __, 2026 ("**Effective Date**") and is by and between **JACOBS LADDER ROAD SOLAR, LLC** as seller ("**Seller**"). and the **CITY OF LOWELL, MASSACHUSETTS**, a municipality in the Commonwealth of Massachusetts with a principal place of business at 375 Merrimack St, Lowell, MA 01852, as buyer ("**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a ("**Party**") and collectively as the ("**Parties**").

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating, and maintaining, solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain a Solar Energy Facility located off Jacobs Ladder Road in Becket, Massachusetts, and described more particularly in Exhibit D (the "**Solar Energy Facility**");

WHEREAS, the Solar Energy Facility is expected to qualify as a Solar Net Metering Facility pursuant to the Net Metering Rules (as defined below) and will, therefore, generate Net Metering Credits for each excess kilowatt hour of electricity generated by the Solar Energy Facility;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, an agreed-upon percentage of the Net Metering Credits generated by the Solar Energy Facility during the Term, on a monthly basis, subject to the terms and conditions, and at the prices, set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, Seller and Buyer agree as follows:

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words which are capitalized and defined in this Article I shall be given their common and ordinary meanings when they appear without capitalization in the text of this Agreement. Words not defined herein shall be given their common and ordinary meanings, except that capitalized words not otherwise defined herein shall have the meaning set forth in the Net Metering Rules.



Office of the City Manager
City Hall • 375 Merrimack Street • Lowell, MA 01852
P: 978.970.4000 • F: 978.970.4007
www.LowellMA.gov

Thomas A. Golden, Jr.
City Manager

Shawn Machado
Assistant City Manager

February 24, 2026

Mayor Erik R. Gitschier
And
Members of the City Council

SUBJECT: Authorize Net Meter Credit Sales Agreements with Jacobs Ladder Road Solar, LLC, Bishops Highway Solar, LLC, and Brook Street Phase Three Solar, LLC for 25 Year Contracts

Dear Mayor Gitschier and Members of the City Council:

The attached vote allows the City to enter into 25-year Net Meter Credit Sales Agreements with Jacobs Ladder Road Solar, LLC, Bishops Highway Solar, LLC, and Brook Street Phase Three Solar, LLC for Net Metering Credits generated by Solar Energy Facilities.

Your favorable consideration of these agreements would be greatly appreciated. Attached please find a copy of the Vote authorizing the City Manager to enter into these agreements.

Sincerely,

Thomas A. Golden, Jr.
City Manager

COMMONWEALTH OF MASSACHUSETTS
CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager, on behalf of the City of Lowell, to notify the owners of a certain property that a public hearing will be held pursuant to Massachusetts General Laws Chapter 139.

WHEREAS, the City Council of the City of Lowell desires to hold a public hearing for the purpose of determining if a certain property located in said City is a nuisance to the neighborhood, or dangerous, and to determine what disposition, if any, may be prescribed.

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

That the owners of the following property be notified that a public hearing will be held by the City Council under the provisions of Massachusetts General Laws Chapter 139, section 1 on **March 10, 2026 at 7:00 p. m.**, in the City Council Chambers of City Hall:

48 Kinsman Street

The purpose of the hearing is to determine if the buildings, structures or parcel of land involved are a nuisance to the neighborhood, or dangerous, and what disposition order or regulation shall be prescribed by the Lowell City Council, if any.

Yovani Baez-Rose
DPD Director/Assistant City Manager

Lloyd DeJesus
Director of Development Services

David Fuller
Building Commissioner

February 12, 2026

Heirs of Theresa Gormley

48 Kinsman St.

Lowell MA 01852-4114

RE: DEMOLITION ORDER

Per section 116 of the ICC/IBC 2021 codes: You are hereby ordered to vacate and demolish the property at 48 Kinsman St Lowell MA 01852-4114. The property has been abandoned for many years. The City of Lowell has been tasked to secure the building numerous times because squatters have broken into the building. Given the absence of oversight and maintenance of the property, broken windows, bulkhead, it is reasonable to assume the infiltration of moisture is contributing to the structural failure of the building. The seasonal overgrowth provides habitat for rodents and insects.

The property is a public nuisance and a drain of city services.

The property has been cited continuously for years to take responsibility for the property, but notices have been ignored. The property has been in Tax Title since 1970.

You have 30 days to comply with this order. Failure to make application for demolition by March 12, 2026, will require the City of Lowell to follow through with the order and contract to demolish the dwelling. All cost incurred will be rolled to taxes.

If you have any questions or concerns, contact this office.

Respectfully,

David Fuller

Lowell Building Commissioner



Thomas A. Golden, Jr.
City Manager

Shawn Machado
Assistant City Manager

February 24, 2026

Dear Erik R. Gitschier
and
Members of the City Council,

RE: Vote to Authorize Manager to Notify Owners of Demolition Hearing

Dear Mayor Gitschier and Members of the City Council,

The Building Commissioner has identified 48 Kinsman Street as a nuisance property and has recommended the demolition of said property if no application for a permit to correct the issues is presented.

Enclosed is a copy of a proposed vote, for approval by the City Council, authorizing the City Manager to notify the owners of said property that a public hearing will be held pursuant to MGL Chapter 139, for the purposes of determining if said property located in the City is a nuisance to the neighbor, or dangerous, and to determine what disposition, if any, may be prescribed.

Your favorable consideration of this matter would be greatly appreciated.

Sincerely,

Thomas A. Golden, Jr.
City Manager

cc: Corey Williams, City Solicitor
Dave Fuller, Building Commissioner

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council:

VOTE

To establish a School Bus Violation Stabilization Fund as authorized by MGL c. 40, §5B (4th paragraph) and to dedicate one hundred (100%) per cent of revenue collected from the school bus automated traffic enforcement camera fines into said fund to be used, subject to appropriation by a two-thirds majority of the City Council and at the sole discretion of the City's Chief Financial Officer, to offset high transportation costs for the Lowell Public Schools, including, but not limited to, out-of-district special education transportation, fuel and maintenance costs and safety improvements at bus stops, as well as additional enforcement measures and any other related expenses pertaining to said enforcement measures.

NOW, THEREFORE, BE IT VOTED BY A TWO-THIRDS VOTE, as follows:

That an School Bus Violation Stabilization Fund is hereby established, as authorized by Massachusetts General Laws, chapter 40, §5B (4th paragraph), and funds shall be used, subject to appropriation by a two-thirds majority of the City Council and at the sole discretion of the City's Chief Financial Officer, to offset high transportation costs for the Lowell Public Schools, including, but not limited to, out-of-district special education transportation, fuel and maintenance costs and safety improvements at bus stops, as well as additional enforcement measures and any other related expenses pertaining to said enforcement measures.

AND BE IT FUTHER VOTED BY A TWO-THIRDS VOTE,

That, one hundred (100%) per cent of fees collected from the school bus violation detection monitoring system, shall be as authorized by Massachusetts General Laws, chapter 40, §5B (4th paragraph).



Conor Baldwin
Chief Financial Officer

MEMORANDUM

TO: Thomas A. Golden, Jr., City Manager

FROM: Conor Baldwin, Chief Financial Officer 

CC: William Skinner, Superintendent of Lowell Public Schools
Dr. Derek Pinto, Assistant Superintendent of Finance

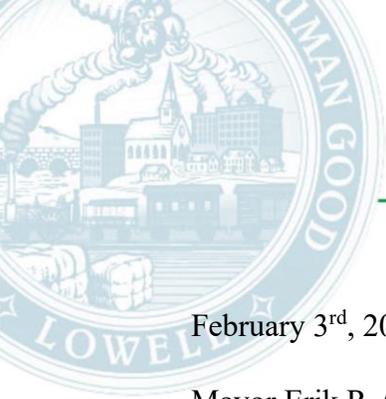
DATE: February 3rd, 2026

SUBJECT: Vote to Create a School Bus Violation Stabilization Fund

As the City considers implementing automated traffic enforcement cameras under Chapter 399 of the Acts of 2024, the Finance Team recommends establishing a dedicated stabilization fund to manage any revenue generated from fines. Creating a special fund under M.G.L. c. 40, § 5B would allow the City to allocate 100% of fine revenue toward critical transportation needs within the Lowell Public Schools. This approach offers several financial advantages:

- **Budgetary Relief for Transportation Costs:** Lowell currently faces significant expenses for out-of-district special education transportation, fuel, and maintenance. Redirecting enforcement revenue to these areas can offset rising costs and reduce pressure on the general fund.
- **Predictable Funding Stream:** Establishing a dedicated fund creates a reliable source of revenue for transportation-related improvements, reducing reliance on volatile state aid or one-time appropriations.
- **Capital Planning Support:** Funds can be earmarked for long-term investments such as bus stop safety enhancements, fleet upgrades, and technology improvements, aligning with the City's capital improvement plan.
- **Transparency and Accountability:** A separate fund ensures clear tracking of revenues and expenditures

Please let me know if they're any questions.



Thomas A. Golden, Jr.
City Manager

February 3rd, 2026

Mayor Erik R. Gitschier
And
Members of the Lowell City Council

Dear Mayor Gitschier and Members of the Lowell City Council,

As the City explores the implementation of automated traffic enforcement cameras under Chapter 399 of the Acts of 2024, I strongly recommend establishing a dedicated stabilization fund to manage any revenue generated from fines. This measure will ensure that the program's financial structure aligns with its core mission: protecting students and improving transportation safety.

Creating a special fund under M.G.L. c. 40, § 5B would allow the City to allocate 100% of fine revenue toward critical transportation needs within the Lowell Public Schools. By earmarking these resources for transportation-related expenses, we can provide long-term budgetary relief while reinforcing the program's public safety objectives. Further financial benefits are discussed in the memorandum by the Chief Financial Officer.

Sincerely,

Thomas A. Golden, Jr.
City Manager

CC: William Skinner, Superintendent Lowell Public Schools

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

VOTE

IN CITY COUNCIL:

ORDER,

To transfer funds from the Sale of City Property fund to the Department of Planning and Development Operating Budget for the demolition of two properties.

ORDERED,

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

That the amount of **One Hundred Eighty-Nine Thousand and 00/100 (\$189,000.00) Dollars** be transferred:

FROM: Special Revenue – Sale of Lots, as more fully described in “Attachment A”

TO: DPD – Professional Services, as more fully described in “Attachment A”

ORDER RECOMMENDED AND INTRODUCED BY:



Thomas A. Golden, Jr., City Manager

Budget Transfer Form

Requestor: Austin Ball

Date: 2/19/2026

Fund	Organizational ID	Object	Amount Requested	(1) Source of Additional Funding***	(1) Amount (transfers only)
0010	01824153	530000	\$ 189,000.00	Fund 1701	\$ 189,000.00

***Include Fund, Org, and Object if this is a budget transfer

Reason for budget adjustment:

Transfer for demo of two problem properties

Department Head Approval:

CFO Approval:





Conor Baldwin
 Chief Financial Officer

MEMORANDUM

TO: Thomas A. Golden, Jr., City Manager

FROM: Conor Baldwin, Chief Financial Officer 

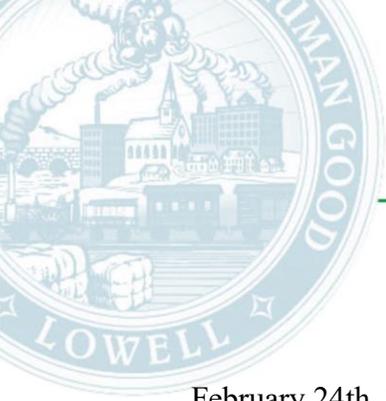
CC: Yovani Baez-Rose, Assistant City Manager/ DPD Director

DATE: February 24th, 2026

SUBJECT: Transfer – Sale of City Property

I have met with staff from DPD to finalize the financing plan for some additional work necessary to tear down two blighted properties. The account which will serve as the funding source is a special revenue fund known as a ‘receipts reserved for appropriation’ account, which requires an affirmative vote of the City Council to appropriate funds for the designated purpose. The total amount of the transfer request by the DPD staff is \$189,000. I have included a summary of the accounts impacted by the transfer in the table below.

Account Name	Original Budget	Previous Transfers	Revised Budget	YTD Expenditures (Actual)	Encumbrances	Balance Before Transfer	Balance After Transfer
Transfer TO:							
TO 1: 1. DPD - Professional Services	\$ 25,000	\$ 115,407	\$ 140,407	\$ 99,140	\$ 15,156	\$ 26,111	\$ 215,111
Transfer FROM:							
FROM: 1. Special Revenue - Sale of lots	\$ 269,074	\$ -	\$ 269,074	\$ -	\$ -	\$ 269,074	\$ 80,074



Thomas A. Golden, Jr.
City Manager

February 24th, 2026

Mayor Erik R. Gitschier
And
Members of the Lowell City Council

Dear Mayor Gitschier and Members of the Lowell City Council,

I am hereby requesting the City Council approve a transfer of \$189,000 from the Sale of City property fund into the Department of Planning and Development (“DPD”) operating budget for demolition of two properties. These properties are located at 290 Branch Street and 48 Kinsman Street. The funding, which is accumulated from the sales of city-owned property, requires a vote of the City Council for passage. If this transfer is approved by the City Council, it is important to note that these funds are outside the operating budget and will not have any impact to the tax levy.

If passed by the Council, these funds will be used to eliminate long-standing eyesores that negatively impact neighborhood safety and property values. In particular, the demolition of 48 Kinsman Street has been a priority for years of the City Council. I am confident that this action will be welcomed by residents and city leadership alike, as it aligns with our shared commitment to improving quality of life and fostering economic development.

Sincerely,

Thomas A. Golden, Jr.
City Manager

CC: Conor Baldwin, Chief Financial Officer
Yovani Baez-Rose, Assistant City Manager / Director of DPD



City of Lowell
COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to
Install 1 JO Pole on Gorham St beginning at point approx 490 feet North of centerline of the
intersection of Fay St and Gorham St.

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with
the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

A handwritten signature in blue ink that reads "Nicholas Catez".

Wire Inspector
Development Services



City of Lowell
COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to

Install 1 SO Pole on Middlesex St beginning at a point approx. 100 feet west of the centerline of the intersection of Wood St and Middlesex St

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

A handwritten signature in blue ink that reads "Nicholas Catyone Jr.".

Wire Inspector
Development Services



City of Lowell

COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to

Install 1 JO Pole on Columbia St beginning at a point approx. 30 feet south of the centerline of the intersection of Columbia St and Middlesex St

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

Wire Inspector
Development Services



City of Lowell
COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to

Install 1 JO Pole on West Meadow Rd beginning at a point approx. 75 feet northwest of the centerline of the intersection of Mammoth Rd and W Meadow Rd

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

Wire Inspector
Development Services



City of Lowell
COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to
Install 1 JO Pole on Mammoth Rd beginning at a point approx. 300 feet southeast of the
centerline of the intersection of W Meadow Rd

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with
the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

Wire Inspector
Development Services



City of Lowell

COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to

Install 1 JO Pole on Stevens Street beginning at a point approx. 135 feet south of the centerline of the intersection of Light Ave

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

Wire Inspector
Development Services



City of Lowell

COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to
Install 1 JO Pole on Pawtucket St beginning at a point approx. 450 feet northeast of the
centerline of the intersection of Father Morissette Blvd

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with
the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

Wire Inspector
Development Services



City of Lowell

COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to

Install 1 JO Pole on Varnum Ave beginning at a point approx. 483 feet west of the centerline of the intersection of W Meadow Avenue and Varnum Ave and continuing approx. 20 feet in a north direction

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

Wire Inspector
Development Services



City of Lowell

COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to

Install 2 SO Poles on Gorham St beginning at a point approx. 44 feet southeast of the centerline of the intersection of Gorham St and Manchester St and continuing approx. 125 feet south-southeast direction

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

Wire Inspector
Development Services



City of Lowell

COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to

Remove 1 JO Pole and relocate 4 JO poles on Middlesex St beginning at a point approx. 500 feet west of the centerline of the intersection of Wood St and Middlesex St and continuing approx. 780 feet in an eastern direction

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

A handwritten signature in blue ink that reads "Nicholas Catzouris".

Wire Inspector
Development Services



City of Lowell
COMMONWEALTH OF MASSACHUSETTS

February 13, 2026

TO THE CITY COUNCIL:

The Department of Public Works, Divisions of Streets and Highways and Wire Inspector of the City of Lowell Development Services, to whom was referred to the petitions of

RE: City Council Petition – Mass Electric Company DBA National Grid requests to

Install 1 SO Pole on Wood St beginning at a point approx. 100 feet south of the centerline of the intersection of wood street and Middlesex St

Respectfully report thereon as follows:

Would recommend the granting of said petition and the accompanying order is introduced with the recommendation that is adopted.

For Department of Development Services
Division of Wire Inspectors

Wire Inspector
Development Services