



**LOWELL CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 14, 2016
CITY HALL, CITY COUNCIL CHAMBER
TIME 6:30 PM**

MAYOR'S BUSINESS

1. MAYOR'S BUSINESS
- 1.1. Communication - Charter School Cap Resolution.

CITY CLERK

2. CITY CLERK
- 2.1. Minutes of City Council Meeting May 31st, for acceptance.

GENERAL PUBLIC HEARINGS

3. GENERAL PUBLIC HEARINGS
- 3.1. Fuel Storage - The Markley Group, LLC - Request a license for storage of flammables at 2 Prince Avenue for 32,000 gallons of Diesel II fuel (AST).

UTILITY PUBLIC HEARINGS

4. UTILITY PUBLIC HEARINGS
- 4.1. National Grid/Verizon NE - Req. permission to relocate JO pole 34' north of current location and to install SO pole on east side of Lawrence Street.
- 4.2. National Grid/Verizon NE - Request permission to install (1) JO pole on Industrial Avenue.
- 4.3. National Grid - Request permission to install approximately 125' of 2"-4" conduit encased in concrete on Lawrence Street.



COMMUNICATIONS FROM THE CITY MANAGER

5. COMMUNICATIONS FROM THE CITY MANAGER

5.1. Motion Responses:

- (A) Impact of the Pending Transformative Development Initiative (TDI)
- (B) Business Improvement District (BID) Survey
- (C) Mosquito Control
- (D) Pyne Arts School Traffic Supervisor
- (E) Huntoon Avenue Update
- (F) Parking Agreements
- (G) Financial and Infrastructure Impact of Ameresco
- (H) Security and Supervision of Nesmith Street Property
- (I) Downtown Banners
- (J) DPD Data Position
- (K) 268 Mt. Vernon Street
- (L) Traffic and Pedestrian Patterns on Chelmsford Street

Informational:

- (M) Solar Energy Production from City Solar Fields
- (N) Working Cities Grant

5.2. Communication-Reappoint Kevin Dillon, William Lovely, Katelyn Biedron, Geoffrey McDonough to Conservation Commission

5.3. Communication-Appoint Janelle Diaz to Lowell Commission on Disability

5.4. Communication-Appoint Brandon Crocker to Hunger Homeless Commission (Merrimack Valley Catholic Charities Rep)

5.5. Communication-Accept Resignation of Eileen Donoghue (Civic Stadium Commission)

5.6. Communication - City Manager request Out of State Travel (1) LPD.

VOTES FROM THE CITY MANAGER

6. VOTES FROM THE CITY MANAGER

6.1. Vote-Auth Mgr Ex. MOU MVEA Unit I 7.1.15-6.30.18

6.2. Vote-Auth Mgr Ex. MOU MVEA WW Unit II 7.1.15-6.30.18

6.3. Vote-Auth Mgr Ex. MOU MVEA Unit C 7.1.15-6.30.18

6.4. Vote-Auth Mgr Ex. MOU MVEA Unit D 7.1.15-6.30.18

6.5. Vote-Auth Mgr Ex. MOU MVEA Inspectors 7.1.15-6.30.18

6.6. Vote-Auth Mgr Ex. MOU The Association of Traffic Supervisors 7.1.15-6.30.18



- 6.7. Vote-Apply/Accept/Expend \$53,799 Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2016
- 6.8. Vote-Auth Mgr Ex. Construction Access Agreement between UML and City re: Marginal Street Sewer Relief Pipe Project
- 6.9. Vote-Transfer \$2,000 Inspector Education Training
- 6.10. Vote-Accept/Expend \$100,000 from Lowell General Hospital to Health Dept (feasibility study on substance abuse prevention in the Lowell School District)
- 6.11. Vote-Approving certified project application for Kronos, Inc. and authorizing a Tax Increment Financing (TIF) Agreement for CP Associates, LLC

ORDINANCES FROM THE CITY MANAGER

7. ORDINANCES FROM THE CITY MANAGER

- 7.1. Ordinance-Create new position of Working Foreman Electrician Grade B Masters and establish Salary in DPW and modify certain job titles

REPORTS (SUB / COMMITTEE, IF ANY)

8. REPORTS (SUB / COMMITTEE, IF ANY)

- 8.1. Public Safety SC June 14, 2016.

PETITIONS

9. PETITIONS

- 9.1. Claims - (2) property.
- 9.2. Misc. - Pace Energy (c/o Sonal Patel, LLC) request additional fuel storage of 25,000 gal. of gasoline and 5,000 gal. of diesel in underground tanks at 710 Lakeview Avenue.
- 9.3. Misc. - Lorrie Carrington Arsenault request permission to install two-way street sign at the circle of D Street.

CITY COUNCIL - MOTIONS

10. CITY COUNCIL - MOTIONS

- 10.1. C. Elliott - Req. City Mgr. provide report on UMASS expansion of dormitories at Residences at Perkins Park and the Lofts at Perkins Park and impact of city tax revenue.
- 10.2. C. Elliott - Req. City Mgr. look into LED bulletin board at Lord Overpass to replace current plastic banners and future use following realignment of overpass.
- 10.3. C. Elliott - Req. City Mgr. report on the city's real-estate taxes agreement with UMass Lowell involving UML Inn & Conference Center and the establishment and use of funds in the community improvement Fund.



- 10.4. C. Elliott - Req. City Mgr. report on agreement signed in December 2013 for the forgiveness of \$300,00 in taxes at the Inn and Conference Center downtown and provide agreement signed in 2014,
- 10.5. C. Elliott - Req. City Mgr. work with Board of Parks to honor Al Hebert at stone/memorial dedicated to the people of Pawtucketville.
- 10.6. C. Elliott - Req. City Mgr. provide report on number of properties zoned to allow construction of dormitories.
- 10.7. C. Elliott - Req. City Mgr. provide information on language to be added to zoning code requiring a PILOT for properties sold to non-profits.
- 10.8. C. Mercier - Req. City Council support a freeze on sale of all tax paying properties to UMass-Lowell until a fair formula for payment in lieu of taxes is reached between the parties.
- 10.9. C. Mercier - Req. City Mgr. have Inspectional Services continue to oversee the St. Hilaire Car Wash property at 1682 Middlesex St. for health/safety violations as occurred on the evening of June 4th as well as the removal of the Planet Aid Box on the premises.
- 10.10 C. Samaras - Req. City Mgr. work with the LPD Superintendent to remove vagrants sleeping in the South Common and any other playground in the City.
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- 10.11 C. Samaras - Req. City Mgr. work with staff to extract narrative portions of the FY17 Budget Report to be used as information document for developers.
.
- 10.12 C. Samaras/C. Leary - Req. City Mgr. invite the Chancellor of the University of Massachusetts Lowell to the Economic Development SC in order to discuss our shared vision of economic growth; the city and universities specific needs, and to begin to develop objective criteria in order to measure our shared expectations.
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- 10.13 C. Leary - Req. City Mgr. work with the City Auditor in order to provide a report outlining all contractual financial accounts that are not included within the budget and are not annual or one time grant funds.
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- 10.14 C. Leahy - Req. City Mgr. provide a copy of the TIF agreement for the Perkins Property as well as any additional information regarding the original sale of the property by the City.
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- 10.15 C. Leahy - Req. City Mgr. have proper department work with School Department in maintaining school grounds as pertaining to lawn care and trash removal.
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- 10.16 C. Leahy - Req. City Mgr. have proper department provide City Council with updates regarding road work on Nesmith Street between Andover and East Merrimack Streets.
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- 10.17 C. Leahy - Req. City Mgr. have proper department update City Council regarding tree plantings for FY17.
.
- 10.18 C. Milinazzo - Req. City Mgr. add Mansion Drive to the paving list.
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- 10.19 C. Milinazzo - Req. City Mgr. have the Law Department weigh in on recent decisions rendered by the License Commission regarding a number of violations at downtown bars.
- 10.20 C. Belanger - Req. City Mgr. invite Winn Development to appear before City Council to discuss their vision for the Hamilton Canal District.
- 10.21 M. Kennedy - Req. City Mgr. and Assessors Office report to City Council regarding the potential for taxing the commercial portion of the properties located at 50 Warren Street and 220 Pawtucket Street.
- 10.22 M. Kennedy - Req. City Council adopt a resolution opposing removing Charter School caps similar to resolution recently adopted by the Lowell School Committee.

ANNOUNCEMENTS

- 11. ANNOUNCEMENTS

ADJOURNMENT

- 12. Time for meeting to stand adjourned.

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 412

Meeting: **City of Lowell City Council**

Subject: **Communication - Charter School Cap Resolution.**

Recommendation:

Background:

Attachments:

charter cap

Edward J. Kennedy
Mayor

Daniel P. Rourke
Vice Chair

Corey Belanger
Rodney M. Elliott
John J. Leahy
James D. Leary
Rita Mercier
James L. Milinazzo
William Samaras

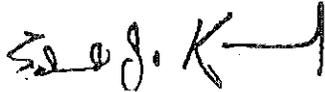
June 9, 2016

Michael Q. Geary, City Clerk
Lowell City Hall
375 Merrimack Street
Lowell, MA 01852

Dear Mr. Geary:

On June 1, 2016 the School Committee passed a resolution against lifting the cap on charter schools and voted to request that the City Council pass a similar resolution in opposition to lifting the cap on charter schools.

Sincerely,



Edward J. Kennedy, Chair
Lowell School Committee

COMMONWEALTH OF MASSACHUSETTS
CITY OF LOWELL

In Lowell School Committee

CHARTER SCHOOL RESOLUTION

WHEREAS, the Lowell School Committee, through the Department of Elementary and Secondary Education, is aware of several pending legislative initiatives proposing a statewide expansion of charter schools; AND

WHEREAS, any proposed expansion of charter schools would result in a reduction of local aid to the local public school district; AND

WHEREAS, Commonwealth charter schools educate different students with disabilities than districts schools, with at least 85% of charter school students with disabilities receiving services through full inclusion, as against 65% of district school students with disabilities in full inclusion; AND

WHEREAS, Commonwealth charter schools educate fewer English Language Learners than district schools, with the increases of such students in charter schools eclipsed by the increases statewide in district schools; AND

WHEREAS, Commonwealth charter schools' "lack of comparability between charter schools and sending districts presents significant barriers to any attempt to determine whether the higher Massachusetts Comprehensive Assessment System performance at certain charter schools is attributable to demographic differences or whether innovative practices have produced positive outcomes," per Massachusetts Auditor Bump's findings of December of 2014; AND

WHEREAS, Commonwealth charter schools have serious enrollment problems, with significant losses both by number and percentage of students from initial enrollment through the final academic year of the school; AND

WHEREAS, Commonwealth charter schools fail to fill empty seats from waitlist, despite the requirement of the Act Relative to the Achievement Gap of 2010; AND

WHEREAS, the Department of Elementary and Secondary Education's waitlist information "is not accurate," per Massachusetts Auditor Bump's findings; AND

WHEREAS, the Department of Elementary and Secondary Education has failed to require or to disseminate adequate documentation of innovative programs, best practices, and models within Commonwealth charter schools for replication in public schools, per Massachusetts Auditor Bump's findings; AND

WHEREAS, the Department of Elementary and Secondary Education has been “inconsistent in its decisions regarding whether to impose conditions for some school charter renewals,” per Massachusetts Auditor Bump’s findings; AND

WHEREAS, the Commonwealth’s reimbursement to districts has failed to be fully funded, seeing funding of 63% in FY14, 55% in FY15, and 69% in FY16; AND

WHEREAS, Governor Baker’s proposed reform of charter reimbursement neither fully funds reimbursement nor equitably treats sending districts; THEREFORE,

BE IT RESOLVED BY THE LOWELL SCHOOL COMMITTEE OF THE CITY OF LOWELL as follows:

That we, the members of the Lowell School Committee be on record as opposing any lift to the cap on charter schools in the Commonwealth of Massachusetts.

This Resolution adopted by unanimous roll call vote of the Lowell School Committee on the 1st day of June, 2016.

Submitted by:
LOWELL SCHOOL COMMITTEE

A handwritten signature in black ink, appearing to read "E. J. Kennedy". The signature is written in a cursive style with a horizontal line extending from the end of the name.

Edward J. Kennedy, Mayor and Chairman

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 375

Meeting: **City of Lowell City Council**

Subject: **Minutes of City Council Meeting May 31st, for acceptance.**

Recommendation:

Background:

Attachments:

5/31 cc min



Lowell City Council

Regular Meeting Minutes

Michael Q. Geary
City Clerk

Date: May 31, 2016
Time: 6:30 PM
Location: City Council Chamber
375 Merrimack Street, 2nd Floor, Lowell, MA

CITY CLERK

1. - CITY CLERK

1.1. *2016 / 368* - **Minutes of City Council Meeting May 24th, for acceptance.**

Roll Call showed 9 present.

C. Mercier requested moment of silence in darkened chamber for former Mayor and City Council member, M. Brendan Fleming.

Mayor Kennedy presiding.

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

GENERAL PUBLIC HEARINGS

2. - GENERAL PUBLIC HEARINGS

2.1. *2016 / 348* - **Loan Order-2017 Capital Improvements**

In City Council, Given 2nd Reading, hearing held. No remonstrants. Adopted on Roll Call vote. The following spoke in favor of the ordinance: Armand Hebert. C. Milinazzo noted the amount of loan and how it was leveraged and in addition the debt service would not be taxing on the City as the financial position is solid. C. Elliott questioned debt service effect on upcoming budget. Conor Baldwin (CFO) outlined the effect of debt service in FY17 budget. Manager Murphy noted that parking garage will be built without taxpayer money. C. Belanger noted that the funding for the land swap in the Hamilton Canal District is included in this loan order. Matter to be held twenty days in Clerk's Office.



VOTING

Committee Member	YES	NO	ABSTAIN	RECUSE	MOTION	SECONDED
Kennedy, Jr, Edward J.	x					
Belanger, Corey	x					
Elliott, Rodney M.	x					
Leahy, John J.	x					
Leary, James	x					
Mercier, Rita M.	x				x	
Milinazzo, James L.	x					
Rourke, Daniel P.	x					x
Samaras, William	x					

2.2. 2016 / 353 - Ordinance-Create a Finance Department, Reorganize Various Financial Departments, Create a Budget Department, create one new position and salary; Deputy Chief Financial Officer.

In City Council, Given 2nd Reading, hearing held. No remonstrants. Adopted on Roll Call vote. C. Elliott noted the State recommendation for the department organization and that there was a new position and a deleted position in the ordinance. Manager Murphy noted that there were no salary increases in the ordinance. Mr. Baldwin outlined the new position and how it would assist the financial team in terms of budget preparation and review. Manager Murphy noted the position would be involved with the construction project of the new high school. C. Elliott noted it was a solid financial organization. C. Samaras commented the need has been shown for the position. C. Leary noted the re-alignment made sense. C. Milinazzo questioned reporting in the chain of command. Manager Murphy noted there is direct reporting to the CFO and that all positions are ordinance positions.

VOTING

Committee Member	YES	NO	ABSTAIN	RECUSE	MOTION	SECONDED
Kennedy, Jr, Edward J.	x					
Belanger, Corey	x					x
Elliott, Rodney M.	x				x	
Leahy, John J.	x					
Leary, James	x					
Mercier, Rita M.	x					
Milinazzo, James L.	x					
Rourke, Daniel P.	x					
Samaras, William	x					



2.3. 2016 / 349 - Vote-Rescind Lowell Memorial Auditorium Enterprise Fund effective 6/30/16.

In City Council, Given 2nd Reading, hearing held. No remonstrants. Adopted on Roll Call vote. C. Milinazzo noted that the FY17 subsidy for the auditorium was placed under the Manager’s budget.

VOTING

Committee Member	YES	NO	ABSTAIN	RECUSE	MOTION	SECONDED
Kennedy, Jr, Edward J.	x					
Belanger, Corey	x					
Elliott, Rodney M.	x					
Leahy, John J.	x					
Leary, James	x					
Mercier, Rita M.	x				x	
Milinazzo, James L.	x					
Rourke, Daniel P.	x					x
Samaras, William	x					

2.4. 2016 / 351 - Ordinance-Amend Ch. 272 Annual Sewer Use Charge

In City Council, Given 2nd Reading, hearing held. No remonstrants. Adopted on Roll Call vote. C. Elliott disclosed his employment noting possible conflict and indicated he would be voting “present”.

VOTING

Committee Member	YES	NO	ABSTAIN	RECUSE	MOTION	SECONDED
Kennedy, Jr, Edward J.	x					
Belanger, Corey	x					
Elliott, Rodney M.				x		
Leahy, John J.	x					
Leary, James	x					
Mercier, Rita M.	x				x	
Milinazzo, James L.	x					x
Rourke, Daniel P.	x					
Samaras, William	x					



2.5. 2016 / 347 - Vote-Approving Budget for FY'17

In City Council, Given 2nd Reading, read twice, hearing held. No remonstrants. C. Mercier commented on bottom line of the budget noting she was satisfied with that result and that it is a tight budget and would support other members wish to speak on matter. **Motion** by C. Milinazzo, seconded by C. Mercier to adopt and approve the FY17 Budget for the City of Lowell, including all items therein as if separately voted thereon, in the sum of \$340,931,235. Adopted per Roll Call vote.

On the motion C. Milinazzo addressed Veterans' Department cuts. Mr. Baldwin noted cuts were made as the need for services has diminished. Eric LaMarche, department head, noted the decrease in the need for benefits and commented on the state trend as the same. C. Milinazzo commented on the increase in the marketing line item in Manager's budget. Manager Murphy noted the amount of money which the City has invested in a marketing agreement. C. Milinazzo commented on Free Cash calculations. Mr. Baldwin outlined how Free Cash may have been reduces by placing money in various stabilization accounts.

On the motion C. Elliott addressed Veterans' Department reduction in budget. Mr. LaMarche noted that the department offers many federal benefits to veterans. C. Elliott noted that added money is available if necessary.

On the motion C. Leary commented he may like to review each department but is comfortable if he could raise any concerns he may have. C. Leary noted Free Cash amount and noted it had to be managed effectively so the City maintains appropriate bond level. C. Leary questioned the use of grant money for the fire and police department personnel and how would they be kept on after the grants. Manager Murphy noted that the police hires are out of operational budget. Chief Winward (LFD) commented on grant availability each year and their pursuit of that money. C. Leary commented on pension funding noting the amount and questioned future funding of same. Mr. Baldwin commented on future funding of the pension account being consistent with State mandates. C. Leary noted the budget of Law Department concerning Workers' Compensation payments by recognizing the great job that division performs and that future funding may be required.

On the motion C. Samaras commented on reductions to department head request for budget items. Manager Murphy outlined the budget procedure and recognized the ability of each department to adjust their needs. C. Samaras noted the health of the pension. Robert Healy (CFO consultant) commented on the State agency in charge of oversight and that the pension should be fully funded by 2036. C. Samaras commented on the Charter School funding noting the lack of State reimbursement. Rodney Conley (STAT) noted it would remain an ongoing problem and the gap will need to be addressed. Manager Murphy commented that he did not



have a lot of faith in State resolving that issue. C. Samaras noted that the budget document itself should be used to market the City as it contained an abundance of information. Manager Murphy recognized the entire financial team for their effort.

On the motion C. Belanger commented on City Manager marketing budget noting the need to keep funding up in that area. Manager Murphy noted that funding to the Lowell Memorial Auditorium would be part of his budget so to enable better negotiations in controlling costs. Mr. Baldwin commented on re-aligning certain departments. C. Belanger commented on the operational deficit in the Parking Enterprise. Mr. Baldwin noted increase debt service and indirect costs are a part of that deficit noting the enterprise fund had plenty of resources to cover same. Nicholas Navin (Parking Director) commented on deficit and noted some measures which would serve to reduce same. C. Belanger noted the need to have appropriate funding in the Parks Department as they are an essential part of the City. Manager Murphy noted there were other funding sources for the Parks Department and that the personnel there do a great job of maintaining parks. C. Belanger noted that corporate funding of parks may be future option and that overall the budget was very streamlined.

On the motion C. Leahy commented on reduces requests of department heads. Manager Murphy commented on means used to reduce costs in all departments. Michael Vaughn (Purchasing Officer) outlined combined purchasing power of all departments. C. Leahy commented on solid waste collection. Ralph Snow (DPW Director) noted the current contract with the collection vendor and how figures are calculated. C. Leahy noted that the budget report contains a lot of information and it is trim.

On the motion C. Rourke commented on snow/ice report and its inclusion in the budget. Mr. Baldwin noted same amount is budgeted so that the City may take advantage of deficit spending of that account. C. Rourke commented on increase in building permits, fees and fines. Eric Slagle (Inspectional Services) commented on growth and bigger projects slated for the City.

On the motion C. Elliott questioned Cherry Sheet Assessment. Mr. Baldwin indicated where those figures were present in the budget report. C. Elliott commented on pension assessment. Mr. Healy provided information showing increase over years and conservative estimates of performance throughout the years. C. Elliott commented on economic growth in City. Mr. Baldwin outlined the procedures used to measure that growth. C. Elliott noted the State's position regarding Charter Schools and noted that a community effort would be needed to reshape that position.

On the motion C. Leahy commented on cable contract and contribution to LTC. Mr. Baldwin noted the contract calls for percentage regarding any payments. Manager Murphy noted that discussions have developed with the LTC. C. Leahy noted that closed caption will be returning to LTC.



On the motion M. Kennedy commented on equipment status at fire department. Chief Winward outlined the existing equipment and proposed upgrades to them. M. Kennedy commented on solutions to Parking Enterprise operational deficit. Mr. Navin commented on collection of aged parking violations.

VOTING

Committee Member	YES	NO	ABSTAIN	RECUSE	MOTION	SECONDED
Kennedy, Jr, Edward J.	x					
Belanger, Corey	x					
Elliott, Rodney M.	x					
Leahy, John J.	x					
Leary, James	x					
Mercier, Rita M.	x					x
Milinzazo, James L.	x				x	
Rourke, Daniel P.	x					
Samaras, William	x					

COMMUNICATIONS FROM THE CITY MANAGER

3. - COMMUNICATIONS FROM THE CITY MANAGER

- 3.1. 2016 / 373 - Motion Response:**
(A) Andover Street Repairs
Informational:
(B) Free Cash Certification
(C) Board of Parks Approval POW MIA Chair at Cawley Stadium
(D) Board of Parks Approval Playground in Honor of Henry J. Corcoran, Jr.

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

C. Mercier commented on Informational Response D regarding playground dedication noting that the Board of Parks had met and approved of the dedication to Henry J. Corcoran, Jr.

4. - VOTES FROM THE CITY MANAGER

4.1. 2016 / 370 - Vote-Endorse FY'2017-2021 Capital Improvement Plan

In Council, read twice and adopted. Full reading waived without objection.



VOTING

Committee Member	YES	NO	ABSTAIN	RECUSE	MOTION	SECONDED
Kennedy, Jr, Edward J.	x					
Belanger, Corey	x					
Elliott, Rodney M.	x					
Leahy, John J.	x					
Leary, James	x					
Mercier, Rita M.	x					
Milinazzo, James L.	x					
Rourke, Daniel P.	x				x	
Samaras, William	x					x

4.2. 2016 / 371 - Vote-Transfer \$398,786.98 (funding for salary stabilization)

In Council, read twice and adopted. Full reading waived without objection. C. Elliott commented on the purpose of the transfer. Conor Baldwin (CFO) outlined the transfer noting the shift for money to be available in future contract years.

VOTING

Committee Member	YES	NO	ABSTAIN	RECUSE	MOTION	SECONDED
Kennedy, Jr, Edward J.	x					
Belanger, Corey	x					
Elliott, Rodney M.	x					
Leahy, John J.	x					
Leary, James	x					x
Mercier, Rita M.	x					
Milinazzo, James L.	x					
Rourke, Daniel P.	x				x	
Samaras, William	x					

4.3. 2016 / 374 - Vote-Auth Mgr Enter into Master Developer Agreement with WinnDevelopment Co., Limited Partnership

In Council, read twice and adopted. Full reading waived without objection. Registered speaker, Armand Hebert, addressed the body. Manager Murphy noted the vote was needed to secure grant money to build a bridge in the Hamilton Canal District. C. Samaras commented on the project time line. C. Belanger noted the agreement was with a company more prevalent in residential construction and that he was more focused on commercial development. C. Leary



noted the positive elements of the contract and that it was needed to secure grant funding. C. Milinazzo noted the use of the contract as a tool for obtaining grant funding and that the developer is top rated and will put forth best efforts in all aspects of the project. C. Elliott noted that the contract is a big push for economic development in the City.

VOTING

Committee Member	YES	NO	ABSTAIN	RECUSE	MOTION	SECONDED
Kennedy, Jr, Edward J.	x					
Belanger, Corey	x					
Elliott, Rodney M.	x					
Leahy, John J.	x					
Leary, James	x					
Mercier, Rita M.	x					
Milinazzo, James L.	x				x	
Rourke, Daniel P.	x					x
Samaras, William	x					

REPORTS (SUB / COMMITTEE, IF ANY)

5. - REPORTS (SUB / COMMITTEE, IF ANY)

NONE.

PETITIONS

6. - PETITIONS

6.1. 2016 / 369 - Misc. -Maurice Mason, Jr. request City Council approval for overhanging sign located at 147 East Merrimack Street.

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

CITY COUNCIL - MOTIONS

7. - CITY COUNCIL - MOTIONS

7.1. 2016 / 372 - C. Mercier - Req. City Mgr. investigate residents' complaints regarding mosquito control and whether to take part in spray initiative/program.

In Council, seconded by C. Rourke, read and referred to City Manager. So voted. C. Mercier noted motion spoke for itself.



ANNOUNCEMENTS

8. - ANNOUNCEMENTS

In City Council, C. Mercier commented on handout she provided the body regarding contributions of CTI in terms of PILOT program discussions.

ADJOURNMENT

9. - Time for meeting to stand adjourned.

Motion to Adjourn by C. Rourke, seconded by C. Samaras. So voted.

Meeting adjourned at 8:45 PM.

Michael Q. Geary, City Clerk

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 333

Meeting: **City of Lowell City Council**

Subject: **Fuel Storage - The Markley Group, LLC - Request a license for storage of flammables at 2 Prince Avenue for 32,000 gallons of Diesel II fuel (AST).**

Recommendation:

Background:

Attachments:

markley

CITY OF LOWELL

PETITION

TO THE
CITY COUNCIL

The Board of Joseph
2. Prince Lane
Lowell MA
Request for
the removal of 35,000 lbs
Crossed Road II dust.

City Council

May 17, 2016

Read and



FP-002A
(Rev. 1.1.2015)

The Commonwealth of Massachusetts
City/Town of Lowell

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates
<u>42° 37' 46" N</u>
LAT.
<u>-71° 18' 19" W</u>
LONG.
License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 2 Prince Avenue, Parcel #0184 4765 0002 0000
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: The Markley Group LLC

Address of Land Owner: One Summer Street, Boston, Massachusetts 02110

Use and Occupancy of Buildings and Structures: Computer Internet Data Center

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet Gallons	CONTAINER UST, AST, IBC, drums ASTs
Diesel Fuel	II	32,000		

Total quantity of all flammable liquids to be stored: _____

Total quantity of all combustible liquids to be stored: 32,000 Gal.

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

RECEIVED
CITY CLERK'S OFFICE
2016 MAR 2 PM 3:44

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: _____

List sizes and capacities of all aboveground containers used for storage: _____

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____

List sizes and capacities of all underground containers used for storage: _____

Total aggregate quantity of all LP-gas to be stored: _____

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, Jack Montanaro, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Jack Montanaro Date 4-29-16 Name Jack Montanaro

Fire Department Use Only
I, Jeffrey J. Winward Head of the Lowell Fire Department endorse this application with my

Approval Disapproval
Jeffrey J. Winward 5/2/2016
Signature of Head of the Fire Department Date

Recommendations: _____

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 340

Meeting: **City of Lowell City Council**

Subject: **National Grid/Verizon NE - Req. permission to relocate JO pole 34' north of current location and to install SO pole on east side of Lawrence Street.**

Recommendation:

Background:

Attachments:

lawrence st

Lisa E. DeMeo, P.E.
 City Engineer

Review of Utility Company Request for New Conduit/Pole Location

Applicant Information			Project Address
Utility	Gas (Electric) Telephone	687 Lawrence St	
(circle one)	Other	552 Lawrence St	
Reason	Locate poles, wires, and fixtures, including necessary sustaining and protection fixtures along and across the public way.		

Date Submitted 4/29/16

Review done by Joseph Assenza

Sidewalk Material	Concrete	Asphalt	Other
Note: material to be replaced in kind (Concrete in full panels)			
Sidewalk Vaults present	Y	<input checked="" type="radio"/> UNK	N
Work on Street under a Paving Moratorium	Y		<input checked="" type="radio"/> N
Is this location within the Flood Plain?	Y		<input checked="" type="radio"/> N
Are ADA requirements being met?	<input checked="" type="radio"/> Y		N

Comments

SIDEWALKS MUST MEET CITY & ADA STANDARDS WITHIN COMPLETED.
 CITY PAVING LAWRENCE STREET THIS SUMMER (2016). NO WORK MUST BE SCHEDULED/COMPLETED PRIOR TO PAVING.

Outcome of Review

Approved

Approved With
Comments

Denied

Lisa E. DeMeo, P.E. City Engineer

Lisa E. DeMeo, P.E.

nationalgrid

March 10, 2016

**City Clerk
City of Lowell Massachusetts**

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s) and SO Pole

If you have any questions regarding this permit please contact:

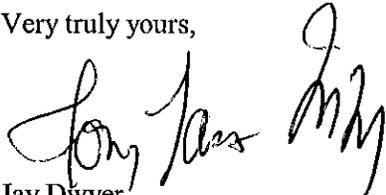
Anne Murray 508-935-1812

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

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Jay Dwyer". The signature is written in a cursive style with a large initial "J".

Jay Dwyer
Supervisor, Distribution Design

Enclosures

Questions contact Anne H Murray 508-935-1812

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Lowell Massachusetts

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

Lawrence St-National Grid to relocate JO pole 34 10' north of current location on west side of Lawrence St near 687 Lawrence St. To install also an SO pole on east side of Lawrence St near 552 Lawrence St.

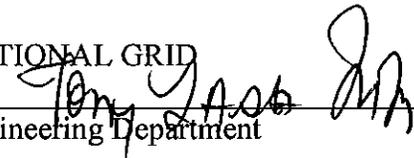
Location approximately as shown on plan attached

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

20761164 April 13, 2016

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

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

NATIONAL GRID
BY 
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

City

Questions contact – Anne H Murray 508-935-1812

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council of Lowell Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 10th day of March 2016

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked –Lawrence St- Lowell Massachusetts.

20761184 Dated March 10, 2016. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Lawrence St-National Grid to relocate JO pole 34 10' north of current location on west side of Lawrence St near 687 Lawrence St. To install also an SO pole on east side of Lawrence St near 552 Lawrence St.

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

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 .

Massachusetts City/Town Clerk. 20 .

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
At _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of Massachusetts, on the _____ day of 20 and recorded with the records of location orders of the said City, Book _____, and Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City/Town Clerk

Telephone

Questions contact – Anne H Murray 508-935-1812

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council of Lowell Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 10th day of March 2016

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~~20761184~~ Dated March 10, 2016. Filed with this order

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

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 .

Massachusetts City/Town Clerk.
20 .

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
At _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

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Attest:

City/Town Clerk

Elekter

Questions contact – Anne H Murray 508-935-1812

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council of Lowell Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 10th day of March 2016

All construction under this order shall be in accordance with the following conditions:

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20761184 Dated March 10, 2016. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

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

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 .

City/Town Clerk.
Massachusetts 20 .

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
At _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of Massachusetts, on the _____ day of 20____ and recorded with the records of location orders of the said City, Book _____, and Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City/Town Clerk



nationalgrid

SKETCH TO ACCOMPANY PETITION TO INSTALL A
PROPOSED POLE ON LAWRENCE ST IN LOWELL, MA

ENGINEER: Anne Murray
PHONE: 508-935-1812
DATE: 03/01/2016

DRAWN BY: MJL WR#20761164

LEGEND

- ⊗ PROPOSED POLE
- EXISTING POLE
- PL - PROPERTY LOT LINES
- ROADWAY

Related Stirling Bay LLC
576 Lawrence St.
Lowell, MA, 01852
Bk:19960/Pg:76

Centennial Island
Hydroelectric Co.
662 Lawrence St.
Lowell, MA, 01852
Bk:4959/Pg:304

Centennial Island
Hydroelectric Co.
668 Lawrence St.
Lowell, MA, 01852
Bk:4959/Pg:304

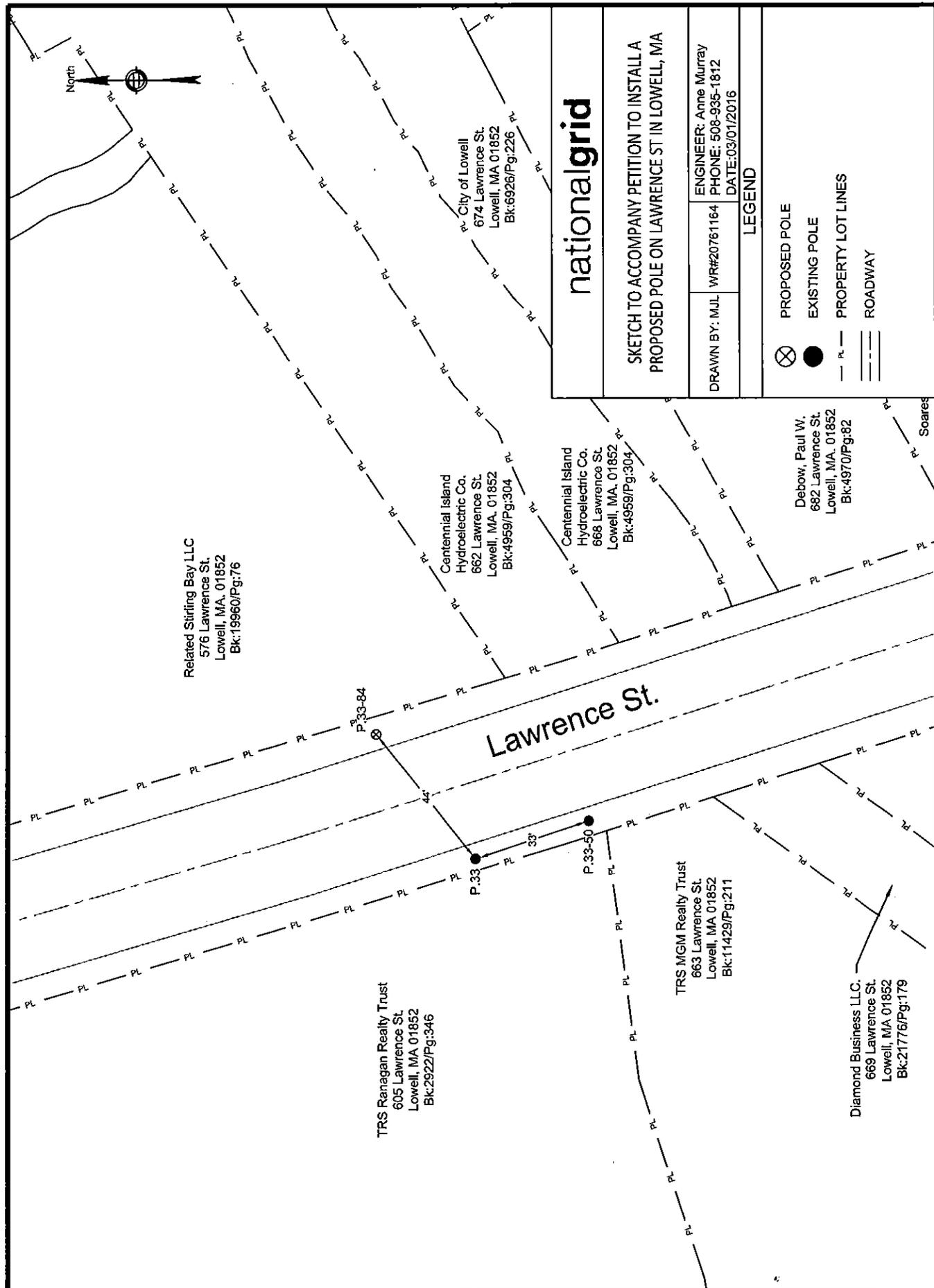
Debow, Paul W.
682 Lawrence St.
Lowell, MA, 01852
Bk:4970/Pg:82

TRS Ranagan Realty Trust
605 Lawrence St.
Lowell, MA 01852
Bk:2922/Pg:346

TRS MGM Realty Trust
663 Lawrence St.
Lowell, MA 01852
Bk:11429/Pg:211

Diamond Business LLC.
669 Lawrence St.
Lowell, MA 01852
Bk:21776/Pg:179

Lawrence St.



Notice of Excavation nationalgrid

To: Lowell
 City/Town
Eric Gitschier (water)
Lisa DeMeo (sewer)
 Department
Eric Gitschier (water)-978-970-4242
Lisa DeMeo (sewer)-978-970-3331
 Telephone Number
Eric Gitschier (water)-978-970-4235
Lisa DeMeo (sewer)-978-970-3332
 Fax Number
N/A
 email

Date Submitted: 3/4/2016

Date Pre-marked: 2/4/2016

Date Designed: 3/4/2016

National Grid WR #: 20761164

Dig Safe #: _____

Excavation for facility: ³ Existing Pole ¹ New Pole Anchor(s) Ground Rod(s) UG Conduit / Cable

Pole 33: Replace Pole
 Pole 33-84: Install New Pole and 3 anchors: 10' lead north, back of sidewalk for northeast and east anchors

Scope of National Grid Pole 33-50: Replace Pole and relocate 5' east (towards road)

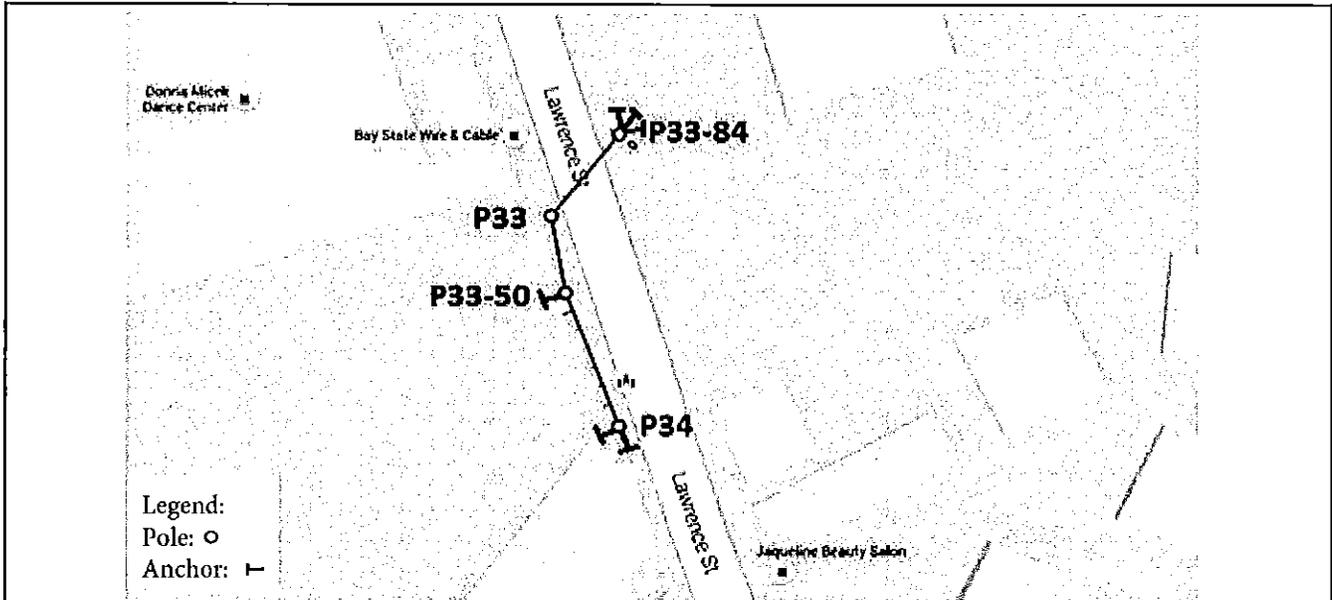
Work: Pole 34: Replace Pole and Relocated 10' north, install conduit, install ground rod

Address of Excavation: 576 Lawrence St

Cross Streets or
 closest Intersection: Watson St and Andrews St

Method of Pre-mark: Painted

SKETCH:



Maximum buffer distance from the center line of the road to dig location: Side of Road

Engineer Comments: _____

For questions or concerns with pre-marks or underground facilities in the vicinity of the proposed excavation please contact:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 341

Meeting: **City of Lowell City Council**

Subject: **National Grid/Verizon NE - Request permission to install (1) JO pole on Industrial Avenue.**

Recommendation:

Background:

Attachments:

industrial ave

Lisa E. DeMeo, P.E.
 City Engineer

Review of Utility Company Request for New Conduit/Pole Location

Applicant Information

Project Address

Utility Gas Electric Telephone

Industrial Ave East

(circle one) Other

at Swan Street.

Reason Install new pole^s on Industrial Ave East

Date Submitted 5/9/2016

Review done by Joseph Assenza

Sidewalk Material

Concrete Asphalt Other

Note: material to be replaced in kind (Concrete in full panels)

Sidewalk Vaults present Y (N)

Work on Street under a Paving Moratorium (Y) N

Is this location within the Flood Plain? Y (N)

Are ADA requirements being met? (Y) N

Comments

City Sewer and National Grid Gas line located in sidewalk.

SIDEWALKS MUST MEET CITY & ADA STANDARDS WHICH COMPLETE.

Outcome of Review

Approved

Approved With
 Comments

Denied

Lisa E. DeMeo, P.E. City Engineer

Lisa E. DeMeo, P.E.

nationalgrid

April 29, 2016

City of Lowell

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit please contact:
Arthur Avakian 781-423-3073

Please notify National Grid's Fortune Champlin of the hearing date / time

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

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

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

Very truly yours,



Jay Dwyer
Supervisor, Distribution Design

Enclosures

Questions contact Johnny Duong- 978-725-1418

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To City Council
Of Lowell Massachusetts

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

Industrial Ave-To install (1) JO pole on Industrial Ave. The location begins at a point approximately 25 feet north of the centerline of the intersection of Swan St and continuing approximately 280 feet in an east direction.

Location approximately as shown on plan attached

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

13967377-2 September 26, 2013

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

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

NATIONAL GRID
BY Jay Duong
Engineering Department

VERIZON NEW ENGLAND, INC.
BY Robert Carlier
Manager / Right of Way

Town

Questions contact -- Johnny Duong- 978-725-1418

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council of Lowell Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 26th day of September 2013.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Industrial Ave-Lowell Massachusetts.

13967377-2 Dated April 29, 2016. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Industrial Ave-To install (1) JO pole on Industrial Ave. The location begins at a point approximately 25 feet north of the centerline of the intersection of Swan St and continuing approximately 280 feet in an east direction.

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

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 _____.

Massachusetts

City/Town Clerk.

20 _____

Received and entered in the records of location orders of the City/Town of

Book

Page

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of Massachusetts, on the _____ day of _____ 20____, and recorded with the records of location orders of the said City, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Electric

Questions contact – Johnny Duong- 978-725-1418

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council of Lowell Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 26th day of September 2013.

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Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Industrial Ave-Lowell Massachusetts.

13967377-2 Dated April 29, 2016. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Industrial Ave-To install (1) JO pole on Industrial Ave. The location begins at a point approximately 25 feet north of the centerline of the intersection of Swan St and continuing approximately 280 feet in an east direction.

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

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 _____.

Massachusetts City/Town Clerk.
20 _____

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and
that we mailed at least seven days before said hearing a written notice of the time and place of said
hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to erect
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
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is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

Verizon

Questions contact – Johnny Duong- 978-725-1418

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council of Lowell Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 26th day of September 2013.

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

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 .

Massachusetts City/Town Clerk.
20 .

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and
that we mailed at least seven days before said hearing a written notice of the time and place of said
hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to erect
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of
Massachusetts, on the _____ day of _____ 20____, and recorded with the
records of location orders of the said City, Book _____, Page _____. This certified copy
is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

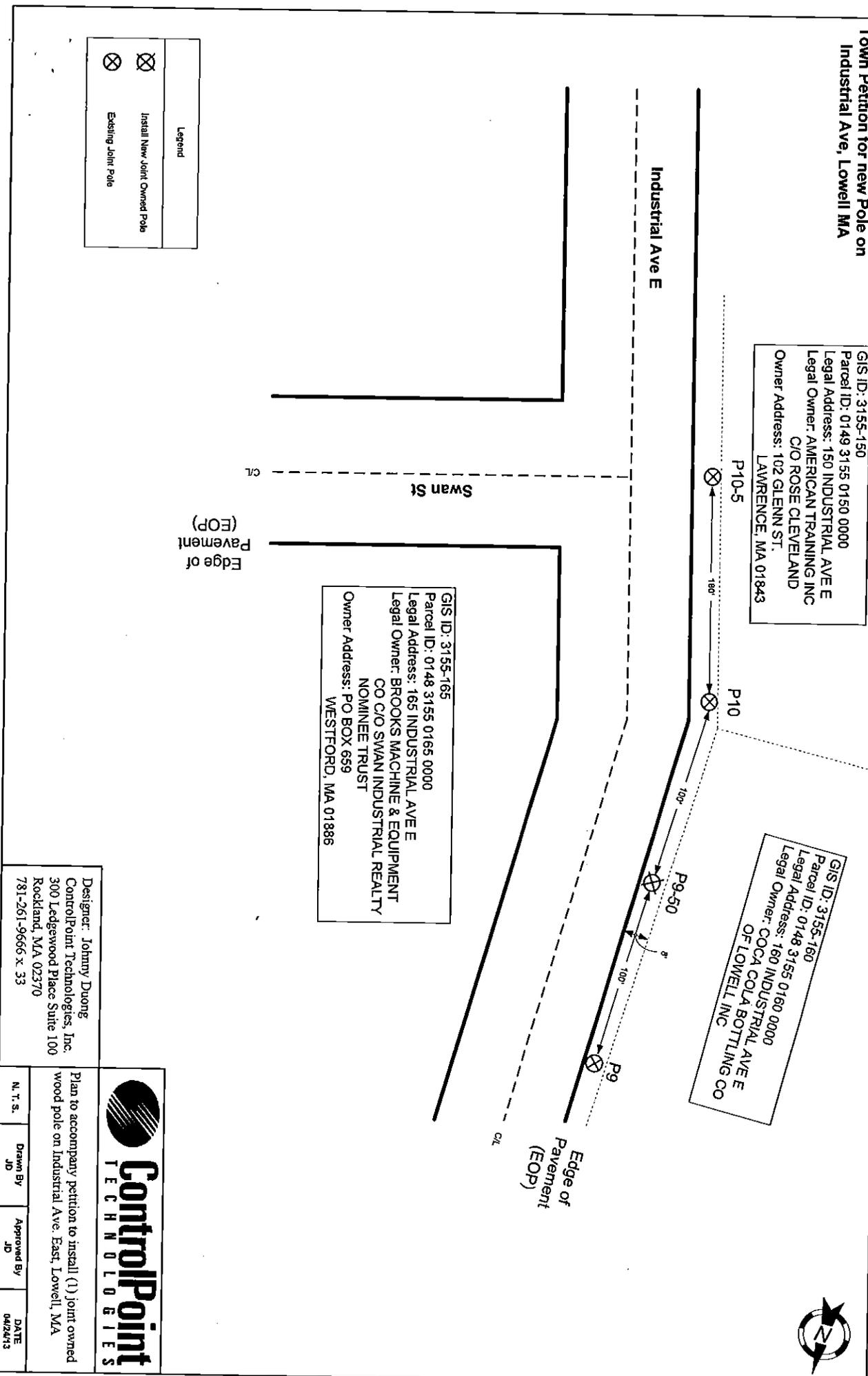
Town Petition for new Pole on Industrial Ave, Lowell MA

GIS ID: 3155-150
 Parcel ID: 0149 3155 0150 0000
 Legal Address: 150 INDUSTRIAL AVE E
 Legal Owner: AMERICAN TRAINING INC
 C/O ROSE CLEVELAND
 Owner Address: 102 GLENN ST.
 LAWRENCE, MA 01843

GIS ID: 3155-160
 Parcel ID: 0148 3155 0160 0000
 Legal Address: 160 INDUSTRIAL AVE E
 Legal Owner: COCA COLA BOTTLING CO
 OF LOWELL INC

GIS ID: 3155-165
 Parcel ID: 0148 3155 0165 0000
 Legal Address: 165 INDUSTRIAL AVE E
 Legal Owner: BROOKS MACHINE & EQUIPMENT
 CO C/O SWAN INDUSTRIAL REALTY
 NOMINEE TRUST
 Owner Address: PO BOX 659
 WESTFORD, MA 01886

Legend	
	Install New Joint Owned Pole
	Existing Joint Pole



Designer: Johnny Duong
 ControlPoint Technologies, Inc.
 300 Ledgewood Place Suite 100
 Rockland, MA 02370
 781-261-9666 x 33

ControlPoint
 TECHNOLOGIES

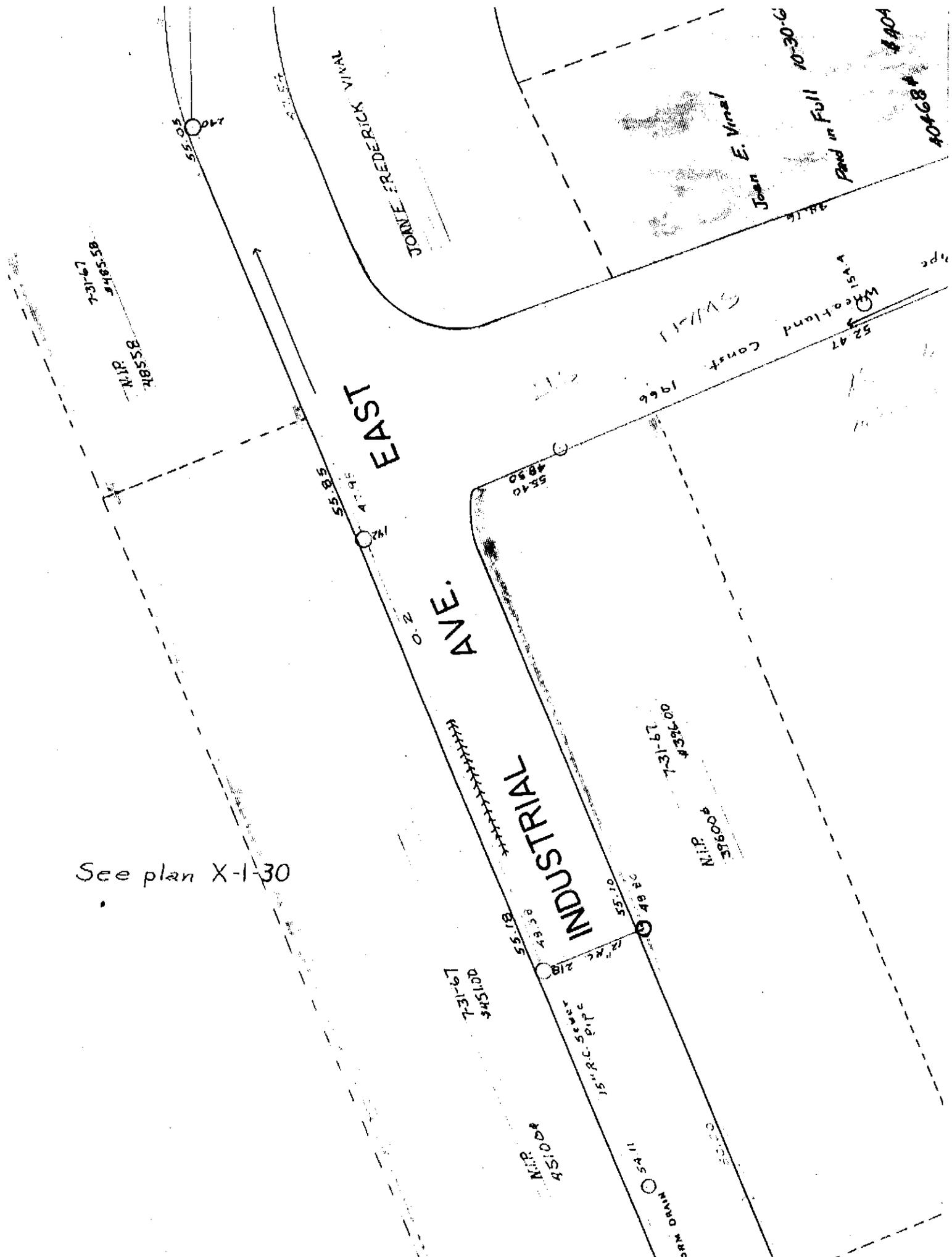
Plan to accompany petition to install (1) joint owned wood pole on Industrial Ave, East, Lowell, MA

N. T. S.	Drawn By JD	Approved By JD	DATE 04/24/13
----------	----------------	-------------------	------------------

459
N. GARDEN
1955



See plan X-1-30



JOHN F. FREDERICK AVENUE

EAST AVE

INDUSTRIAL AVE

INDUSTRIAL AVE

JOHN E. VINAL

Paid in Full 10-30-6

40468 #404

11/7/73

WHEELAND CONST 1966

WHEELAND CONST 1966

N.I.P. 855817
7-31-67 #98558

55.40
48.50

N.I.P. 896008
7-31-67 #98600

Disht 19-15-L

N.I.P. 451008

15" R.C. PIPE

CORN OIL

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 342

Meeting: **City of Lowell City Council**

Subject: **National Grid - Request permission to install approximately 125' of 2"-4" conduit encased in concrete on Lawrence Street.**

Recommendation:

Background:

Attachments:

conduit lawrence st

Lisa E. DeMeo, P.E.
 City Engineer

Review of Utility Company Request for New Conduit/Pole Location

Applicant Information			Project Address
Utility	<u>Gas</u> (Electric) Telephone	<u>687 Lawrence St</u>	
(circle one)	<u>Other</u>		

Reason Construct a line of underground electric conduits, including necessary sustaining and protection fixtures under and across the public way.

Date Submitted 4/29/16

Review done by Joseph Assenza

Sidewalk Material	Concrete	Asphalt	Other
Note: material to be replaced in kind (Concrete in full panels)			
Sidewalk Vaults present	Y	<u>WIK</u>	N
Work on Street under a Paving Moratorium	Y		<u>N</u>
Is this location within the Flood Plain?	Y		<u>N</u>
Are ADA requirements being met?	<u>Y</u>		N

Comments

SIDEWALKS MUST MEET CITY & ADA STANDARDS WHEN COMPLETE.
CITY PAVING LAWRENCE STREET THIS SUMMER (2016). NO WORK MUST BE SCHEDULED/COMPLETED PRIOR TO PAVING.

Outcome of Review

Approved	Approved With Comments	Denied
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Lisa E. DeMeo, P.E. City Engineer

Lisa E. DeMeo, P.E.

nationalgrid

UNDERGROUND
+
Jo, + SO

March 10, 2016
City of Lowell
City Clerk

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit please contact:

Anne Murray 508-935-1812

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

National Grid Contact: Maureen Miloro; 1101 Turnpike Street; North Andover, MA 01845 978-725-1418

Very truly yours,



Anthony Lasa
Supervisor, Distribution Design

Enclosures

RECEIVED
CITY ENGINEERS
CITY HALL, LOWELL, MA
2016 APR 20 AM 12:11

Questions contact – Anne H Murray 508-935-1812

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

To the City Council of Lowell Massachusetts

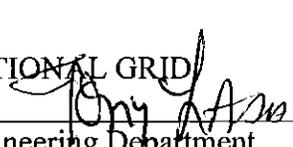
Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

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

The following are the streets and highways referred to:

20761164 Lawrence St-National grid to install approximately 125' of 2-5" conduit encased in concrete

Location approximately as shown on plan attached

NATIONAL GRID
BY 
Engineering Department

Dated: March 10, 2016

City

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 10th day of March 2016.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked -Lawrence St -Lowell Massachusetts

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

20761164 Lawrence St-National grid to install approximately 125' of 2-5" conduit encased in concrete

I hereby certify that the foregoing order was adopted at a meeting of the
.....
....., held on the day of, 20
....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
NATIONAL GRID for permission to construct the underground electric conduits described in the
order herewith recorded, and that I mailed at least seven days before said hearing a written notice
of the time and place of said hearing to each of the owners of real estate (as determined by the last
preceding assessment for taxation) along the ways or parts of ways upon which the Company is
permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

.....
.....
.....

Electrix

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 10th day of March 2016.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked -Lawrence St -Lowell Massachusetts

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20761164 Lawrence St-National grid to install approximately 125' of 2-5" conduit encased in concrete

I hereby certify that the foregoing order was adopted at a meeting of the
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....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

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permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

.....

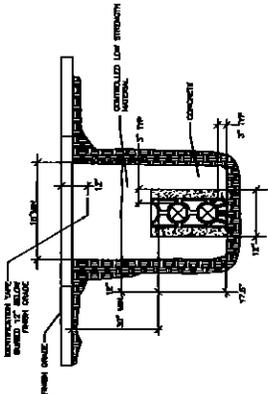
.....

.....

- GENERAL NOTES:**
1. IF THE FINISHED SURFACE OF EXISTING ROAD IS UNSTABLE, IT MUST BE SAW CUT AT LEAST 1" BACK ON BOTH SIDES OF THE TRENCH. THE CONCRETE OR GRANITE SLAB SUB-PAVEMENT MUST BE REMOVED TO THE UNDISTURBED SUBGRADE. THE TRENCH MUST BE FILLED WITH AN ORIGINAL CONCRETE SLAB WHICH WILL BRIDGE THE TRENCH AREA, PROVIDING A SOLID BASE FOR THE FINISHED SURFACE.
 2. CITY OF LOWELL AND ENGINEERING AND WATER DEPARTMENT, TO BE NOTIFIED BEFORE EXCAVATION IS STARTED.
 3. CARE SHOULD BE TAKEN WHEN EXCAVATING TO AVOID DAMAGE TO EXISTING UTILITIES. LOCATIONS SHOWN ARE APPROXIMATE AND OTHER LOCATIONS MAY BE ENCOUNTERED.
 4. FIELD PERSONNEL TO CHECK AND VERIFY ALL DIMENSIONS AND TO SUCH LOCATIONS OF THE PULL BOXES BY USING DISTANCES FROM CENTERLINE TO TWO ESTABLISHED POINTS.
 5. ALL WORK TO BE DONE IN ACCORDANCE WITH ALL CITY OF LOWELL SPECIFICATIONS FOR INSTALLATION OF UNDERGROUND FACILITIES.

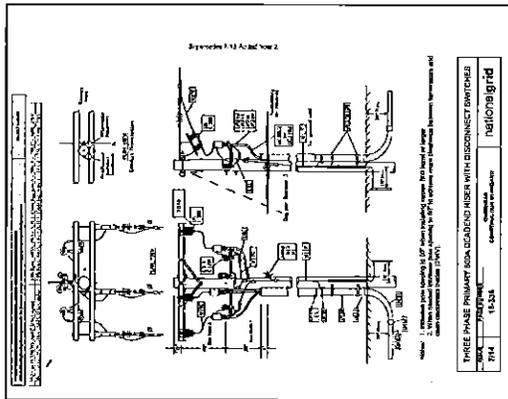
LEGEND

- INTERMEDIATE SPACER
- BASE SPACER
- DUCT

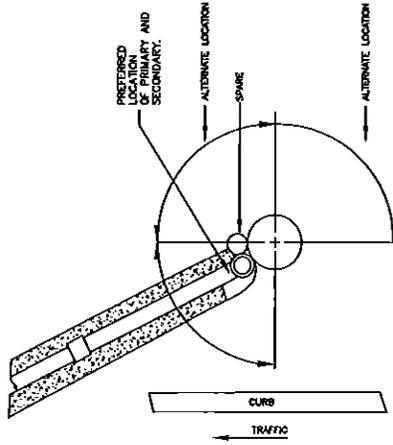


NOT TO EXCEED 30" MAXIMUM COVER

1 DUCTBANK SECTION A-A
SCALE: N/A



2 TYPICAL RISER DETAIL POLES 34 & 2
SCALE: N/A (SECTION 18)



3 CONDUIT TERMINATION AT POLES 34 & 2
SCALE: N/A

REV	DATE	CHG'D	APPRO'D	REVISION DESCRIPTION

DESIGNED	AHM
DRAWN	FEBAL
APPROVED	BAS

ISSUED FOR REVIEW AND COMMENT
NOT CONSTRUCTION DOCUMENT



1000 Main Street
Lowell, MA 01854
781.452.1000
www.nationalgrid.com

DATE: 03/10/2016
SHEET: 2 OF 2
PAPER SIZE: ARCH D-24 x 36
DRAWING NUMBER: WNR2076184

Agenda Item: 2016 / 415

Meeting: **City of Lowell City Council**

Subject: **Motion Responses:**

- (A) Impact of the Pending Transformative Development Initiative (TDI)**
- (B) Business Improvement District (BID) Survey**
- (C) Mosquito Control**
- (D) Pyne Arts School Traffic Supervisor**
- (E) Huntoon Avenue Update**
- (F) Parking Agreements**
- (G) Financial and Infrastructure Impact of Ameresco**
- (H) Security and Supervision of Nesmith Street Property**
- (I) Downtown Banners**
- (J) DPD Data Position**
- (K) 268 Mt. Vernon Street**
- (L) Traffic and Pedestrian Patterns on Chelmsford Street**

Informational:

- (M) Solar Energy Production from City Solar Fields**
- (N) Working Cities Grant**

Recommendation:

Background:

Attachments:

- (A) Motion Response - Impact of the Pending Transformative Development Initiative (TDI)
- (B) Motion Response - Business Improvement District (BID) Survey
- (C) Motion Response - Mosquito Control
- (D) Motion Response - Pyne Arts School Traffic Supervisor
- (E) Motion Response - Huntoon Avenue Update

(F) Motion Response - Parking Agreements

(G) Motion Response - Financial and Infrastructure Impact of Ameresco

(H) Motion Response - Security and Supervision of Nesmith Street Property

(I) Motion Response - Downtown Banners

(J) Motion Response - DPD Data Position

(K) Motion Response - 268 Mt. Vernon Street

(L) Motion Response - Traffic and Pedestrian Patterns on Chelmsford Street

(M) Informational - Solar Energy Production from City Solar Fields

(N) Informational - Working Cities Grant



Diane Nichols Tradd
Assistant City Manager/DPD Director

Kevin E. Coughlin
Deputy Director

MEMORANDUM

TO: Kevin J. Murphy, City Manager

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

SUBJECT: MOTION OF 04/26/2016 BY COUNCILOR MILINAZZO
REQUEST CITY MANAGER REPORT ON THE IMPACT OF THE PENDING
TRANSFORMATIVE DEVELOPMENT INITIATIVE AIMED AT GATEWAY CITIES MAY
HAVE ON LOWELL'S ECONOMIC DEVELOPMENT AGENDA

The Transformative Development Initiative (TDI) is a redevelopment program designed to support local private-public partnerships, improve the quality of life in neighborhoods, and encourage investment and economic activity. TDI is managed through MassDevelopment, the Commonwealth's economic development finance agency.

TDI Overview

In 2014 MassDevelopment designated 10 Gateway Cities as TDI Districts, providing a concentration of resources and investment, and creating a critical mass of activity to build momentum and inspire additional investment by private landowners, local entrepreneurs, and businesses.

Three distinct programs were launched at that time under TDI:

1. TDI Assistance: Third party professional services to include a "place-making" program that builds community identity and engagement; and a "fellows" program that provides full-time professional services in selected TDI district communities;
2. TDI Investment: Equity investments in real estate within TDI Districts;
3. TDI Co-work: Fund the creation and expansion of collaborative workspaces to support innovative activities and spark business development.

TDI Support in Lowell

When the TDI program was launched in 2014, DPD staff participated in a number of informational workshops and webinars, sponsored by MassDevelopment, to learn more about the program. The City applied for designation as a TDI District to advance the redevelopment of the Hamilton Canal District. The City also applied for a place-making grant to support public art in South Common. Both applications, unfortunately were unsuccessful. Subsequent discussions with MassDevelopment and their TDI Team have indicated an interest in supporting some targeted investment in Lowell, however, no firm commitments have been made and at this time no open solicitation for funds is available.

SUBJECT: MOTION OF 04/26/2016 BY COUNCILOR MILINAZZO
REQUEST CITY MANAGER REPORT ON THE IMPACT OF THE PENDING
TRANSFORMATIVE DEVELOPMENT INITIATIVE AIMED AT GATEWAY CITIES MAY
HAVE ON LOWELL'S ECONOMIC DEVELOPMENT AGENDA – PAGE 2

Two organizations in Lowell were successful in securing funding through the TDI co-working program to support their collaborative workspaces:

1. The Lowell Makes Collaborative received \$162,000 to support the expansion of their current workshop on Lee Street to ground floor retail space on Merrimack Street. The new storefront will provide permanent gallery space to members of the collaborative who produce a variety of products including custom-made clocks, furniture, and cosplay gear. A storefront presence will help energize the streetscape and raise awareness of the organization.
2. New Vestures received \$150,000 to help build out new apparel-themed co-working space at Mill No. 5. The organization's goal is to grow and educate a community of fashion designers and entrepreneurs who believe that creative, sustainable design and manufacturing practices will improve lives and better the world. Their new space, on the 5th floor of the popular Mill No. 5 on Jackson Street, will feature 30 industrial sewing machines and room for 20 member designers. New Vestures anticipates opportunities to tap into Lowell Makes' expertise on designs incorporating innovative technology such as LEDs into their garments.

Potential Future Impact of TDI in Lowell

At this time, no additional funds are available through the TDI Program. In January 2016 Governor Baker filed legislation in support of the "Opportunities for All" Economic Development Plan. Included among the funding priorities is \$50M in support of the proposed capital authorization of TDI. This proposal is currently under consideration by the State Legislature.

New TDI funding could support a variety of Lowell's economic development goals including development in our urban renewal plan areas, advancing redevelopment efforts in the upper Merrimack Street corridor, or support for the City's growing number of collaborative work spaces, to name a few. The City enjoys a strong relationship with MassDevelopment and has already expressed our interest in the TDI program should funding be approved under the current proposal.

We would be happy to provide an update to the Council on this and other opportunities for funding under Governor Baker's plan should it be approved.

DNT/ns

6/10/16

cc: Allison Lamey, Director of Economic Development



Diane Nichols Tradd
Assistant City Manager/DPD Director

Kevin E. Coughlin
Deputy Director

MEMORANDUM

TO: Kevin J. Murphy, City Manager

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

SUBJECT: MOTION OF 03/08/2016 BY MAYOR KENNEDY
REQUEST CITY MANAGER HAVE DPD PROVIDE A REPORT ON THEIR
SURVEY OF DOWNTOWN PROPERTY OWNERS REGARDING THE BID
(BUSINESS IMPROVEMENT DISTRICT) IN THE CENTRAL BUSINESS AREA

The Department of Planning and Development continues to investigate district management strategies, including Business Improvement Districts (BIDs) as a means to generate supplemental services for the central business district. Below is an update on these efforts:

In May, staff from the Economic Development office participated in a day long technical assistance workshop hosted by MassDevelopment and DHCD on District Management Strategies. Workshop topics included the implementation of BIDs as well as new strategies under consideration by the state legislature including Community Benefit Districts (CBDs).

Staff reached out to other communities that have adopted BIDs for advice on their experience in launching the program and for sample surveys and outreach materials. We are also exploring the use of the National Resource Network, a program through MassDevelopment, as a possible source of technical assistance.

Attorney Michael Gallagher, a downtown commercial and residential property owner, is spearheading the efforts to form a BID from the private sector. Staff from the Economic Development office met with Attorney Gallagher on June 9 to develop a survey and outreach strategy of downtown property owners. Outreach will take place during the summer with help from a summer intern. This outreach will provide an opportunity to inform property owners of district management strategies and the benefits they bring to designated areas as well as gauge their interest in participating in such a strategy.

We are happy to provide an update to the City Council on the survey results once the outreach is completed.

DNT/ns
6/10/16

cc: Allison Lamey, Economic Development Director
Erin Findlen, Economic Development Assistant



Kevin J. Murphy
City Manager
Michael McGovern
Assistant City Manager

June 8, 2016

Mayor Edward J. Kennedy, Jr.
and
Members of the City Council

Dear Mayor Kennedy and Members of the City Council:

Attached, please find a memo from Health and Human Services Director Kerran Vigroux. The information pertains to a motion request by Councilor Rita Mercier, asking the Manager to investigate residents' complaints regarding mosquito control and whether to take part in the state spray program.

Please feel free to contact me if you have any questions regarding this or any other matter.

Sincerely,

Kevin J. Murphy
City Manager

MEMORANDUM

To: Kevin Murphy, City Manager
Michael McGovern, Assistant City Manager

From: Kerran Vigroux, Director, Health and Human Services

Date: June 6, 2016

Re: Mosquito Control Program Update

In response to Councilor Mercier's request regarding mosquito control activities in the City of Lowell, I have prepared the following information outlining the City's participation in the Central Massachusetts Mosquito Control Project (CMMCP).

Since 2012, the City of Lowell has been a participating community in the Central Massachusetts Mosquito Control Project. The services provided under this agreement include larval control, adult mosquito control, wetland maintenance, ditch maintenance, mosquito surveillance (trapping and testing), source reduction (tire removal program) and public education. The City's FY 2017 budget allocated \$69,437 for the provision of these services, which is 3.12% of the project's total budget.

I have reviewed the yearly work reports submitted by the CMMCP to ascertain the volume of work that is being completed. The reports are detailed and include treatment location, larval stage, amount of product used, and specific job codes to further describe the service performed that day including: Public Relations (health education); Source Reduction (tire removal); Mosquito Trapping; Brush Cutting; Culvert Cleaning; and Stream Cleaning. For example, on April 20, 2016, twenty sites were visited within the City, six were found to have larval counts high enough for treatment, and treatment was conducted.

One of the primary functions of any mosquito control program is source reduction. From review of the file, I believe the CMMCP is adequately providing source reduction methods throughout the city. Not only are they targeting catch basins for treatment, but they are providing critical debris removal from the catch basins to further reduce any standing water that provides a prime environment for mosquito larvae. This year, CMMCP began larval control applications in low-lying swampy areas where mosquito larvae were present on March 21, 2016. Application of larvicide is by hand, it is not sprayed, ensuring that it is placed directly where the larvae are found. Additionally, the tire removal program is something I am pleased to see is being conducted in the City. Discarded tires, along with bird baths, clogged gutters, or any other container that water is allowed to collect in, are some of the most notorious breeding grounds for human-biting mosquitoes that prefer shallow standing water to breed in. Any time standing water is removed; there is an immediate impact on these species ability to breed. The CMMCP also provides educational brochures at City Hall and the Lowell Public Library which highlight the need for the public to remove standing water around their homes and recreation areas.

The CMMCP is also responsible for mosquito trapping and testing. Because of the biology of the viruses, trapping and testing is conducted in the summer and fall. Should the tests be positive for mosquito viruses that are harmful to mammals, such as West Nile Virus (WNV) or Eastern Equine Encephalitis (EEE), the CMMCP, in conjunction with the Massachusetts State Department of Public Health and the City of Lowell, will determine when and where spraying may be appropriate. According to the records on file, spraying in the City has occurred in the past, and during 2015, there was one positive test for West Nile Virus. There were no animal or human cases of either WNV or EEE.

Each year, under the CMMCP program, homeowners within the City are able to request an inspection of their property, and if the conditions meet certain criteria, spraying may occur. Criteria would include the presence of mosquito larvae or mosquitoes that are known carriers of WNV or EEE, as all mosquitoes are not carriers of these diseases. All mosquitoes may be a nuisance, but only certain mosquitoes pose a risk to the public's health.

Homeowners are also able to request that their property be excluded from mosquito control activities should they desire. For example, bee keepers will typically request that spraying not be conducted near their property. Each January, CMMCP sends a notice to the City Clerk's office outlining the pesticide exclusion process. Any residents that would like to exclude their property must contact the City Clerk's office or the CMMCP office. The City Clerk is required to post the notice. The CMMCP website also posts exclusion forms for interested residents. The CMMCP staff will also canvas a neighborhood several days prior to conducting "fogging" or spraying for adult, flying mosquitoes. The staff will speak with residents or leave information for those who are not home regarding the type of mosquito control practice that will be used and how to contact the CMMCP should the residents have questions or concerns.

As your Director of Health and Human Services, I am pleased that the City participates in the Central Massachusetts Mosquito Control Program. The diseases and public health complications of West Nile Virus and Eastern Equine Encephalitis are devastating to the individual who becomes infected. These diseases affect the neurological system, are debilitating and can cause death. The CMMCP provides a comprehensive program for the City including public health education, larvicide application, mosquito trapping and testing and adult spraying. I have worked with municipalities for the past 13 years that have had mosquito control programs and it is my opinion that the services that CMMCP are providing to the City of Lowell are considered best practices and are necessary to ensure the public's health.



Kevin J. Murphy
City Manager

June 8, 2016

Mayor Edward J. Kennedy, Jr.
and
Members of the City Council

REFERENCE: **7.4 2016/250 C. Leary/C. Rourke** - Req. City Mgr. through LPD provide the Pyne School with a crossing guard and work with the school administration to implement the crossing guard staff during the appropriate time frames at the appropriate locations.

Dear Mayor Kennedy and Members of the City Council:

I am writing in response to the above motion made by Councilors James Leary and Dan Rourke requesting the City Manager to assign a traffic supervisor to the J.G. Pyne Arts School.

Numerous discussions regarding safety concerns and traffic flows during drop-off and pick-up of students during school hours took place over the past six months. As a result, the Chief Financial Officer worked with Superintendent Taylor to locate funding in the FY17 budget for a traffic supervisor during the upcoming 2016-2017 school year.

Please feel free to contact me if I can be of further assistance with this matter.

Sincerely,

Kevin J. Murphy
City Manager



Ralph Snow, PE
Assistant City Manager/Commissioner

MEMORANDUM

RJM

TO: Kevin J. Murphy, City Manager
FROM: Ralph Snow, Assistant City Manager/DPW Commissioner
DATE: June 8, 2016
SUBJECT: **MOTION NO. 2016/265 C. MERCIER**

REQUEST THE CITY MANAGER ADDRESS THE DETERIORATING CONDITIONS, FLOODING ISSUES AND IMPROPER DRAINAGE ON HUNTOON AVENUE

UPDATE

Huntoon Avenue is an unaccepted street which means that it is owned by the abutters to the street, not the City and that Chapter 90 funds cannot be used to repair it. The pavement condition index for Huntoon Avenue is near the city-wide average. This means that its condition is similar to the condition of the average street in the City of Lowell.

There are two possible avenues we can take to make further repairs to Huntoon Avenue. The most expedient option is probably to utilize City capital funds if they become available. However, this option will be dependent upon the amount of money set aside in the next or subsequent Capital Plans and the relative priority of Huntoon Avenue compared to other unaccepted streets that require repaving.

The other option we could pursue would be to accept the street and then use Chapter 90 funds to repave it. As there are several steps required to accept a street and then program it for Chapter 90 repaving, it would most likely be a less timely option to get the street repaved.

The City Engineer's Office will investigate the best way to handle this situation and put Huntoon Avenue on the appropriate list to be repaved in a future season.

The steps required to accept a street are shown on the attachment. For a street that has recently been built by a developer, the process can be smooth. The City Engineer's office will verify the plans submitted by the developer to be sure that they provide the required information. In a case where the developer is no longer around and/or never provided the data, the acceptance process takes much longer. The first three steps can take 3-6 months, and at least 2 staff members, to complete. Once these steps are completed, the plan and acceptance vote can be completed within a couple of weeks.

Due to the amount of time these tasks take, street acceptances are usually worked on during the winter months. During the construction season, Engineering staff is consumed with supervising paving, sidewalk reconstruction, and other construction projects.

Once a street is accepted, it is included in MassDOT's calculation for each municipality's Chapter 90 allotment. For Lowell, an additional 10 miles of accepted street will increase our

allotment by approximately \$31,000. This equates to \$0.75/foot of roadway. Reviewing the last several years of paving contracts, it has cost Lowell about \$300,000/mile to pave a roadway. This equates to \$57.00/foot to pave.

For Huntoon Avenue (length=194'), Lowell would gain about \$145.50 and it will cost us \$11,058 to pave.

When Huntoon Avenue was developed, no plans were submitted to the City Engineer's office. All of the research will need to be performed. Engineering can work on this street acceptance over the winter when construction has died down and staff returns to the office.

Please let me know if there are any questions regarding this information.

cc: Lisa DeMeo, City Engineer



Nicholas Navin
Parking Director

MEMORANDUM

TO: Kevin J. Murphy, City Manager

FROM: Nicholas Navin, Parking Director

SUBJECT: Council motion of 5/3/16 by Councilor Belanger/Samaras
Req. City Mgr. provide a report regarding all contractual obligations for parking space in
City garages

The City of Lowell has many agreements in place that provide parking spaces in the municipal facilities for both residential and commercial use. Generally speaking, these agreements exist in three forms: allotments of spaces to meet zoning requirements, contractual agreements, and easements. A summary of all these types of agreements, separated by facility, is included below. While reviewing this information please keep in mind that, as a rule, no agreement provides for specifically designated spaces within any of the facilities. Also, except where specifically stated below, all agreements adhere to the market rate of monthly parking as designated by the City Council in §266-120 through §266-125.

City Wide/All Facilities

The only agreement that allows the latitude to utilize all facilities is between the City and Middlesex Community College. This is because their parking need is so large it cannot be accommodated by one facility. MCC has always been, and continues to be, the largest user of downtown parking. In the past, and as recently as 2014, the Lowell campus would account for well over 230,000+ parkers within the academic year. Since then, enrollment and thus utilization has decreased year over year but they still remain, by far, the largest single user of daytime parking. The majority of their parking occurs at the Lower Locks, Joseph Downes, and Leo Roy garages, as those are the closest facilities to campus buildings.

Currently the City is in agreement with Middlesex Community College to provide monthly pass cards for 225 parkers, which generally accounts for the college's full-time faculty and staff. In addition to these monthly parkers the college is allocated 198,000 validations annually to accommodate the parking need of their student body. This agreement expires on June 30, 2018 and is in the amount of \$566,100.00 annually, which represents about 8.6% of the parking department's total projected revenue in FY17. Breaking down the cost vs. 100% contract utilization, this agreement provides Middlesex Community College a discount over market rate of roughly 50%.

George A. Ayotte Parking Facility, 1,250 spaces, 1 Post Office Square

The most substantial agreement associated with this facility is a 99 year easement, executed in 1985, to provide 750 parking spaces for 600, 650, 660, 661 Suffolk St., and 175 Cabot St., otherwise known as the Wannalancit Office and Technology Center. Farley White, owners of 650 Suffolk St, 660 Suffolk St, and 175 Cabot Street are entitled to 517 of the 750 spaces, where the University of Lowell, owners of 600 and 661 Suffolk Street, are entitled to 233 spaces. These properties enjoy an agreement where they are billed in accordance with a formula included in the easement, which happens to equate to a substantial discount over market rate. Currently, the rate dictated by the easement is about \$21.00 for



Nicholas Navin
Parking Director

the first 100 spaces utilized, and \$18.00 thereafter, which adjusts annually based on the Consumer Price Index. The rate paid as a result of this easement is about a 66% discount over market rate.

The second largest agreement for the Ayotte is held by the University of Massachusetts Lowell. This agreement grants them daytime use of 600 spaces to support the parking need of their commuter students of the north campus. Of these 600 spaces 233 are the spaces deeded to the University, as stated above. The university pays \$25.00 per space for these spaces. Beyond that, 217 additional spaces are billed at the market rate. The remaining 150 spaces are an annual option the university has yet to exercise. The rate for these spaces is the market rate and utilization is subject to the approval of the parking department. This agreement is up for renewal in 2016.

Another agreement for use of spaces at the Ayotte is held by the United States Post Office for 46 spaces. These are billed at the market rate.

Although not an agreement per-se, but a noteworthy circumstance nonetheless, is the role the Ayotte plays to satisfy the parking need of the Lowell High School, Lowell School Department, and the City of Lowell. Approximately 657 pass cards are in regular use by City of Lowell employees, about 477 for School employees at Lowell High School and the central administration offices, 112 associated with the police and fire departments, and about 68 associated with employees of City Hall. Approximately 100 of the 477 passes attributed to the Lowell schools are associated with the employees of the central administration offices, who are now parked at the Leo Roy, but are slated to be moved to the Ayotte. Finally, students within the City of Lowell school system may take advantage of a reduced rate of \$17.00 per month at the Ayotte parking facility, as provided by City Ordinance.

Edward J. Early Garage, 950 spaces, 135 Middlesex Street

The Edward J. Early Garage is our most obligated municipal parking facility.

Lowell Community Health Center is the largest group of current parkers at the Early garage. Their parking needs are addressed by combination of easement and space allocation related to the zoning requirements of the redevelopment and occupation of their new facility on Jackson Street. 247 parking spaces were allocated to LCHC to meet the needs of their employees and transient activity. Of these spaces 37 are provided by way of easement at no charge, in effect until 2038. The rest of the spaces are billed at the market rate. Currently, the combined utilization of parking between employees and patients of the facility exceeds the allotment required by zoning. As recently as May 18th the parking department received a letter to request an additional 125 parking spaces for future employees associated with the expansion of the health center at 101 Jackson Street. This need will need to be accommodated by June 2017.

Lowell Community Charter Public School is the next largest user and agreement holder for parking spaces at the Early garage. Their annual agreement allows the utilization of 150 monthly pass cards for the use of their faculty and staff. They also are allotted 9,000 validations a year that provides parking for short term visitors, etc. The charter school pays the market rate for parking services.

Three notable agreements associated with residential parking use are 75 spaces for the Counting House lofts, and 85 spaces associated with the redevelopment of the Adden Furniture building. Both



Nicholas Navin
Parking Director

agreements were executed recently and have terms of 30 years. The Appleton Mills has an allotment of 130 spaces for residential use to meet their zoning requirement for redevelopment. Residential parking, which is predominantly used at night, is ample at all facilities, especially the Early garage. All three agreements pay the market rate.

125 spaces associated with the Mill No. 5 are granted to Lichoulas & Successors per the terms of a settlement dated in 2011, set to expire in 2031. These spaces are billed the market rate, as utilized.

The RMV, Garcia Brogan's, and All Smile Dental have tenant leases for the retail spaces within the Early garage through 2019. The parking allocation conveyed in these leases is negligible (a few spaces per tenant), however, it should be noted that the Registry of Motor Vehicles generates a significant amount of transient traffic.

In the absence of a new parking facility located in the Hamilton Canal District, the Early Garage would need to meet the parking need of the new courthouse and the fully developed area, which would overburden the facility.

Lower Locks Parking Facility, 963 spaces, 90 Warren Street

The only agreement at the Lower Locks is an easement associated with the hotel at 50 Warren Street, currently the UMass Lowell Inn and Conference Center. Through the purchase of 50 Warren Street the University inherited an easement that provides the use of the first two floors of the garage, or roughly 35% of the garage, at no charge. This easement remains in effect until 2083.

This garage also sees the majority of the Middlesex Community College faculty and staff parking activity as provided by the agreement they share with the City, detailed above.

Joseph Downes Parking Facility, 1141 spaces, 75 John Street

There are very few agreements exclusive to the Joseph Downes Parking Facility. The only specific allotments of spaces at the Joseph Downes garage are associated with meeting the parking needs required by zoning for residential developments at the Boot Mills, Massachusetts Mills, and most recently the apartments at 24 Merrimack Street. Commercial parking needs by Farley White and Winn Development at the Boot Mills are met by space allocation at the Joseph Downes garage. All of these allocations are provided without agreement, however, from an operational and inventory management standpoint the parking department is cognizant of its commitment to these users. All spaces used by these arrangements are priced at the market rate. These agreements represent a very small portion of the overall activity at the garage, and utilization is mostly dominated by Middlesex Community College students, employees of downtown business, and visitors of the downtown.

Leo Roy Parking Facility, 1,012 spaces, 100 Market Street

Interestingly, our oldest and busiest parking facility has only one contractual agreement, which provides 24 spaces at market rate to the residents of the Moller building on Middle Street. These spaces are billed at the market rate. The largest single user of the garage on Market St. is Enterprise Bank, which parks approximately 250 employees daily. Although there is no agreement, the City and Enterprise both



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Nicholas Navin
Parking Director

expect to accommodate the parking need of the bank and corporate facilities at the garage on Market Street. Other large groups of users are Middlesex Community College by virtue of their campus buildings located on Middle Street, and residents of the many condominiums that surround the garage.

Diane Nichols Tradd
Assistant City Manager/DPD Director

MEMORANDUM

TO: Kevin J. Murphy, City Manager 

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

Kevin E. Coughlin
Deputy Director

SUBJECT: Council Motion of 5/24/16 by Councilor Leary - Request City Manager provide a report to the City Council outlining the financial and infrastructure impact that Ameresco has had for the City; report should include savings or increased costs achieved to date by project; savings or additional costs expected in the future and any recommendations for the future as it relates to this program

Infrastructure Impact:

In 2010, the City signed an agreement with Ameresco to complete over \$21 million in energy efficiency upgrades. The final project included 28 different Energy Conservation Measures (ECM's) across 28 different school buildings and 19 different municipal buildings. These measures improved infrastructure in multiple areas by including: lighting upgrades/controls; energy management system integration; HVAC upgrades and replacements; vending machine and computer controls; pumps, fans, and motors upgrades; roof replacements; window replacements; telecommunication upgrades; infiltration reductions; and insulation additions. Through the performance contract, Ameresco has contractually agreed that a certain level of guaranteed savings will be realized each year for the next 20 years.

Financial Impact:

The full fiscal impact of the project can be assessed through different mechanisms. Savings would be realized in the following ways: before guaranteed savings period, during the guaranteed savings period, and through other project savings. These savings are detailed below.

Savings Achieved to Date – Before Guaranteed Savings Period

Not all ECM's were implemented simultaneously since some projects necessarily took longer to implement than others. Once an ECM is complete, though, the City would begin getting immediate savings from it. Savings generated during this construction period can be estimated through a basic level analysis. The analysis completed below compared 2008 baseline year usage to the fiscal year under review on a building-by-building basis. The analysis assumed that all savings can be attributed to Ameresco-related projects. Historical electricity/natural gas costs were compared to historical usage. This is a general level analysis that does not factor in weather or ECM-specific savings. Using this methodology, the following savings were realized before the guaranteed savings period began:

FY 2011	\$107,212
FY 2012	\$1,108,456
FY 2013	\$1,148,904
FY 2014(July-Feb)	\$599,862

Savings Achieved to Date – Guaranteed Savings Period

The guaranteed savings period began once all ECM's were completed and the construction period was closed out. The official start date of this guaranteed savings period was March 2014. The City received Ameresco's first annual Measurement and Verification report on June 30, 2015. This report utilized a contractually agreed-upon International Performance Measurement and Verification Protocol (IPMVP). Utilizing this protocol, Ameresco exceeded its guaranteed savings for Year 1.

A total of **\$1,708,415** in savings was realized versus baseline data taken from the 2008/2009 period. This exceeded the contractually guaranteed savings of \$1,522,679 for Year 1. Total Savings included:

- Demand Savings of 11,136 kW
- Electricity Savings of 5,448,314 kWh
- Natural Gas Savings of 421,919 therms

SUBJECT: Council Motion of 5/24/16 by Councilor Leary - Request City Manager provide a report to the City Council outlining the financial and infrastructure impact that Ameresco has had for the City; report should include savings or increased costs achieved to date by project; savings or additional costs expected in the future and any recommendations for the future as it relates to this program – Page 2

Other Savings from the Project:

In addition to the guaranteed savings from specific ECM's within the project, solar panels were installed on Butler Middle School, Shaughnessy Elementary School, Pawtucketville Elementary School, Reilly Elementary School, and Lowell Memorial Auditorium through Ameresco Solar. Though there are no "guaranteed savings" with these projects within the performance contract, they have added to the value of the Ameresco project including:

- 1,627,648 kWh of energy saved at the Schools
- 381,054 kWh of renewable energy added to the grid at Lowell Memorial Auditorium
- **\$71,339** in utility bill savings

Future Impacts:

Savings Expected in the Future:

The contract with Ameresco includes guaranteed savings levels that the project needs to meet each year for a 20 year period after construction completion. The savings are projected to rise by 3% each year due to an assumed rise in utility costs during the guaranteed savings period. Over the 20 year contract period, this will cumulatively result in a minimum of **\$40,914,946** in savings versus the status quo without any of the energy efficiency upgrades.

Although solar is much less predictable in its savings due to variations in production and decreased efficiency over time, assuming 0.5% degradation in panel output annually and 3 cents saved/kWh produced, additional utility bill savings are estimated to be around **\$148,397**. These savings would be produced while generating another 4,946,567 kWh of renewable energy.

Costs Expected in the Future:

As part of a performance contract, Ameresco is required by the Department of Energy Resources to measure and verify savings annually. As part of the contract, the fee for this service was agreed upon by consent of Ameresco and the City. Over the 20 year period of guaranteed savings, the total cost of this fee is \$1,522,207. This translates to around 3.7% of the guaranteed savings for the duration of the contract. This is a requirement of the Commonwealth for large projects like this. There are also costs associated with preventative maintenance that are the responsibility of the City for the ECM's, although it is harder to estimate such costs for the duration of the contract.

Recommendations for the Future:

The City continues to implement energy-saving projects to enhance and build upon the Ameresco project's success. Since completion of the contract, a number of recommended "Phase II" projects were completed with the help of the Department of Energy Resources through Green Community grants, including additional upgrades to hot water, HVAC, pumps, motors, and drives, and weatherization measures. A Green Community grant was used to acquire the First Fuel electricity data analytics platform to help improve operational efficiencies and identify additional opportunities for infrastructure upgrades with remote building audits at designated facilities. A kickoff meeting is anticipated in the next month to review the results of the audits for the 11 accounts that represent 25% of the City's total energy consumption.

The Department of Planning and Development looks forward to continuing its partnership with the Schools, Library, Department of Public Works, and other City departments to continue to identify and pursue funding for and implementation of additional energy-saving opportunities. The City continues to serve as a model for other communities around the Commonwealth in creating a more sustainable future. If current trends hold, the City of Lowell is poised to achieve a 20% reduction from baseline energy levels since our designation as one of the first Green Communities. We are grateful for the wisdom and support of the City Council and the administration in investing in projects like Ameresco that have helped to make movement toward this goal possible.

DNT/ns
06/10/16

cc: Philip Ferreira, Housing and Energy Programs Manager
Katherine Moses, Energy Manager

William M. Taylor
Superintendent

Deborah H. Friedl
Deputy Superintendent

Jonathan C. Webb
Deputy Superintendent

To: Kevin Murphy
City Manager



From: William Taylor
Superintendent of Police

Date: June 8, 2016

Re: Council Request

Councilor Samaras – Request the City Manager work with the Superintendent of Police to establish a dialogue with the Supervisors of the Nesmith Street group home regarding security and supervision of youth under their trust.

On June 7, 2016, Deputy Supt. Jonathan Webb, Capt. James Hodgdon, and Crime Analyst Meghan Ferreira met with representatives from the Department of Children and Families (DCF), and the North American Family Institute (NFI) regarding the Four Corners facility at 12 Nesmith St. NFI is a private non-profit human service agency which administers a Stabilization, Treatment, and Rapid Reintegration (STARR) program at their Four Corners facility. The program serves youth, male and female, between the ages of 12-18 with behavioral or emotional issues. The clients are placed at the facility by DCF, the Department of Mental Health, or the Juvenile Court. There are 12 beds at the home. The goal of the program is to provide short term treatment to help the youth stabilize their behavior and return to their homes within 30-45 days. The clients are local residents, and most attend Lowell Public Schools.

Several areas of concern were discussed. Calls for police service have increased significantly over the past several months. The vast majority of these calls are for missing persons. Four Corners is not a locked facility, and staff is not allowed to physically restrain a resident from leaving. Recently enacted Child Requiring Assistance (CRA) regulations have made the detention of juveniles more difficult for both staff members and the police. Efforts are made to convince residents to stay at the facility. When a resident does leave, staff members attempt to follow and advise the police of the resident's location, so that an officer may intervene and assist with getting the resident to voluntarily return to the facility. Motor vehicle theft and car breaks have also increased greatly in the Belvidere and Lower Belvidere areas. Seven youth who were residents of the program at one time or another over the past six months have been identified as being involved in these crimes, although some of them were involved in the incidents before they became program members. NFI employees do notify the police of any such criminal activity they

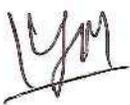
observe or become aware of. NFI staff members explained that before the recent change in CRA regulations, some of the youth who are now residents may have been held in DYS soft lock-up facilities.

NFI staffers were very cooperative, and expressed a willingness to work with the police and the community on these issues. Problem solving approaches agreed to include the following:

- NFI will notify the LPD Crime Analysis Unit of any new residents they identify as at risk to become involved in criminal activity.
- Missing person's reports for older clients who are not judged to be at risk will be delayed for two hours, as the clients do have permission to be in the community and usually return in a timely manner. Younger or at risk clients will be reported as missing immediately.
- Disruptive residents will be transferred to a NFI facility in another community if a bed is available.
- NFI expressed a desire to attend neighborhood community meetings to explain the program and open a dialogue with neighbors.
- NFI also expressed support for police enforcement activities, and referral to Juvenile Court for criminal violations.
- The LPD Family Services Unit will work with the District Attorney's Office and the Juvenile Probation Department in directing attention to any program members who become involved in criminal activity.
- LPD School Resource Officers will be advised of program members and will assist as appropriate.
- LPD and NFI members will meet frequently to discuss issues of concern.

Henri B. Marchand
Special Events Coordinator
Office of Cultural Affairs and Special Events

MEMORANDUM

TO: Kevin J. Murphy, City Manager 

FROM: Henri B. Marchand, Special Events Coordinator

SUBJECT: MOTION OF 3/3/16 BY COUNCILOR ELLIOTT
REQUEST CITY MANAGER EXPLORE THE COSTS AND FEASIBILITY OF
INSTALLING BANNERS IN THE DOWNTOWN AREA AS A STREETScape AS WELL
AS EXPLORING POSSIBILITY OF PRIVATE FUNDING

Over the years, the City has had several banner programs in the downtown. Other groups have also utilized light poles for limited area banner displays including the Lowell Summer Music Series, Lowell High School, Middlesex Community College (MCC) and Lowell Memorial Auditorium (LMA).

Currently the City's banner program includes:

- City of Lights from Lord Overpass to Dutton to end of Arcand and area in front of City Hall (November through March);
- Black and White Matching Photos on Arcand/Dutton (March – November);
- Welcome Back Students on Merrimack and Central Streets (August-October).

Last year additional holiday/winter banners were added to the traffic island flag poles on Central Street at Middlesex as well as to poles on Merrimack Street alongside City Hall.

The joint City marketing program coordinated by UMass Lowell has funding available to create a new series of colorful banners that are consistent and that match the Lot to Like About Lowell campaign. An inventory has been taken of poles and existing brackets as well as options for banner sizing for poles along the Thorndike/Dutton/Arcand entryway as well as Merrimack Street from the Pollard Library to the LMA. Other streets were also surveyed to include additional areas if funding is available once the core streets have been covered. These include Central, Jackson, Bridge, Prescott and John. UMass Lowell is in the process of securing estimates for banner fabrication and bracket costs.

Installation options and costs will also be assessed with the goal of making sure seasonal changeovers are accomplished in a timely manner so as to maximize the program's impact.

As noted above, at this time the marketing budget can support the banners. In the future, the City could look into private funding efforts similar to other communities as a way to sustain this program. Please let me know if you have any questions or would like more information regarding this matter.

6/10/16

cc: Diane N. Tradd, DPD Director/Assistant City Manager
Susan Halter, Director of Cultural Affairs and Special Events
Allison Lamey, Director of Economic Development



Conor Baldwin
Chief Financial Officer

Rodney Conley
Deputy Chief Financial Officer

MEMORANDUM

TO: Kevin J. Murphy, City Manager
FROM: Rodney Conley, Deputy Chief Financial Officer
CC: Diane N. Tradd, Assistant City Manager/DPD Director
DATE: June 9, 2016

SUBJECT: 4/26/15 CITY COUNCIL MOTION 10.8 - C. Leahy - Req. City Mgr. explore creating a data position at the DPD that would include collecting and analyzing information to assist with housing, economic development, planning and homelessness.

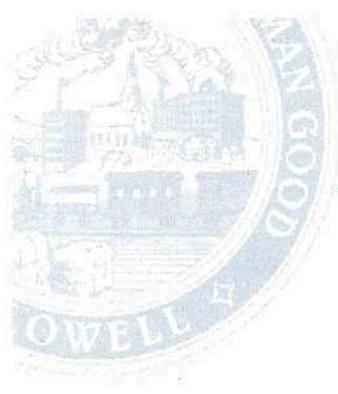
Mr. Manager,

As you know, the LowellSTAT Program covers a variety of departments and initiatives of the City on a monthly basis. Over the past several years, LowellSTAT has done extensive data analysis for Planning and Development related to Development Services, Economic Development, and Community Development. LowellSTAT will continue to include these divisions of DPD in the LowellSTAT rotation as well as continue to look for ways to assist them with data collection and performance management.

As for data relative to homelessness, LowellSTAT has previously and will continue to offer assistance to DPD in its efforts to measure results in this critical area. As part of this endeavor, I recently met with Community Development Specialist Linda King, who spearheads the City's efforts, as well as DPD Director Diane Tradd and Chief Information Officer Miran Fernandez to discuss how we can collaborate to better track homelessness data both from a Federal and State requirement perspective as well as to gauge the City's performance.

It was determined that the volume of work would not warrant an additional full time staff member, however there is a workload need that should be addressed through current resources including potential part-time assistance via grant-funding, internships, or other existing means. Moving forward, we will continue to develop a plan to make sure the City is compliant with all Federal and State reporting requirements while simultaneously utilizing the data provided to look for areas of improvement.

Please let me know if you have further questions.



Diane Nichols Tradd
Assistant City Manager/DPD Director

Kevin E. Coughlin
Deputy Director

MEMORANDUM

TO: Kevin J. Murphy, City Manager *KJM*

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

SUBJECT: MOTION OF 05/24/2016 BY COUNCILOR BELANGER/COUNCILOR
LEARY/COUNCILOR SAMARAS
REQUEST CITY MANAGER REOPEN DIALOGUE BETWEEN THE CITY AND
LOCAL BUSINESS, UNWRAPPED, REGARDING THE POTENTIAL PURCHASE
OR LEASE OF CITY BUILDING AT 268 MT. VERNON STREET, THE SOUCY
BUILDING

UnWrapped is a contract production sewing company, leasing approximately 9,900 square feet of factory space at 99 Willie Street from Acre Triangle Community Development Corporation, a subsidiary of the Coalition for a Better Acre. The company employs approximately 200 people; mostly residents of the Acre neighborhood. UnWrapped anticipates a 50% increase in production over the next five years and is seeking space to expand. Department of Planning and Development staff have toured the existing factory space on several occasions and have spoken with the company about their expansion needs. Given the company's desire to remain in the Acre, their interest in the former Soucy site is reasonable. There are however significant obstacles to redeveloping this site, as described below. As such, we identified a short-term and long-term approach that we believe addresses UnWrapped's immediate needs while providing an opportunity to pursue the redevelopment of the Soucy site in the future.

Short-term:

Diagonally behind UnWrapped's building is a City-owned property on 5 Farnham Street. This property includes an approximately 9,900 sf single story, steel frame building on a 15,000 sf lot. (See attached map and pictures of the property.) The building is currently used to store surplus garbage and recycling bins by DPW. DPD is seeking an appraisal on the property in anticipation of the possible lease of the space which would be handled through an RFP process. Should the selected tenant need to make any improvements to the building to meet their needs, preapproval from the City will be required and any costs incurred will be at the tenant's expense. The Transportation Engineer will review the site to ensure adequate access to the site is obtainable. In addition, alternative space will need to be identified to relocate DPW's materials.

SUBJECT: MOTION OF 05/24/2016 BY COUNCILOR BELANGER/COUNCILOR
LEARY/COUNCILOR SAMARAS
REQUEST CITY MANAGER REOPEN DIALOGUE BETWEEN THE CITY AND
LOCAL BUSINESS, UNWRAPPED, REGARDING THE POTENTIAL PURCHASE
OR LEASE OF CITY BUILDING AT 268 MT. VERNON STREET, THE SOUCY
BUILDING – PAGE 2

Long-term:

The property at 5 Farnham Street is one of three City-owned parcels collectively referred to as the Soucy site. The largest of these parcels is 268 Mt. Vernon Street. The parcels were acquired by the City through eminent domain in 2006 and are identified in the Acre Urban Renewal Plan for residential use. Any change in use will require an amendment to the Plan and approval by the City Council and the Department of Housing and Community Development.

An approximately 21,500 sf two-story building on the Mt. Vernon St. property is contaminated with mold and asbestos. Surveys of the extent of these contaminants needs to take place before any demolition of the building can occur. Income generated through the lease of 5 Farnham Street could be used to support these costs.

A more significant impediment to the redevelopment of this site lays in the ground water contamination as a result of activities at the adjacent parcel at 496 Broadway Street, owned by Muldoon Brothers, Inc., a fuel oil dealer. Cooperation from the property owner is necessary in order to properly clean the site and secure it from future contamination.

MassDevelopment and Mass DEP are aware of these environmental issues. The City will continue to work with both agencies and any potential private developers to identify technical and financial assistance to advance the cleanup and redevelopment of the property.

Other developers have approached DPD with interest in developing the Soucy site. The disposition of the property would likely be done through an RFP. We are delighted at UnWrapped's interest in expanding in Lowell. Staff from DPD met with the CBA and UnWrapped last week to discuss these plans and detail some of the issues surrounding the Soucy site. We will continue to work with them to support their development goals.

DNT/ns

Attachment

6/10/16

cc: Allison Lamey, Economic Development Director
Claire Ricker, Urban Renewal Project Manager
Sarah Brown, Environmental Officer

Diane Nichols Tradd
Assistant City Manager/DPD Director

Kevin E. Coughlin
Deputy Director

MEMORANDUM

TO: Kevin J. Murphy, City Manager 

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

SUBJECT: COUNCIL MOTION OF 5/3/16 BY COUNCILOR LEARY/COUNCILOR LEAHY
REQUEST CITY MANAGER EXAMINE THE TRAFFIC AND PEDESTRIAN
PATTERNS ON CHELMSFORD STREET AND DEVELOP A COMPREHENSIVE
PLAN TO IMPROVE THE CURRENT FLOW OF BOTH

Chelmsford Street (Route 110) is an arterial roadway which runs approximately 1.9 miles from the Route 3 interchange in Chelmsford to the Lord Overpass. Traffic volumes range from 12,000 to 16,000 vehicles per day depending on the location. This corridor parallels the Lowell Connector and passes through many different zoning districts. As such, the traffic and pedestrian characteristics vary widely depending on the location along the corridor.

Transportation and pedestrian improvements in the corridor are currently being implemented through mitigation of development projects in front of the Planning Board. For example, a new crosswalk across Chelmsford Street and a bus stop at Wellman Street may be installed as part of the mitigation for the proposed Connector Park apartment project if it is approved.

Below is a preliminary outline of the necessary study elements that would be included in a comprehensive corridor plan once staff resources become available. Such a plan would require traffic data collection and analysis, development of mapping and graphics, zoning recommendations, as well as a safety study. Funding sources would also have to be identified and programmed for proposed improvements.

Route 3 to Wellman Street

The section of Chelmsford Street from the City limits to Wellman Street is a mix of high-density commercial zoning on the eastern side of the corridor (regional retail and high-rise commercial) and low density residential (traditional single and two family residential) on the western side of the corridor.

The intersection of Stevens Street, Chelmsford Street, and Industrial Avenue is a signalized intersection, but is frequently congested during peak hours. Continuous sidewalks exist on the eastern side of the street, but on the western side there is a gap between Stevens Street and Baltimore Avenue.

SUBJECT: COUNCILOR LEARY/COUNCILOR LEAHY
REQUEST CITY MANAGER EXAMINE THE TRAFFIC AND PEDESTRIAN
PATTERNS ON CHELMSFORD STREET AND DEVELOP A COMPREHENSIVE
PLAN TO IMPROVE THE CURRENT FLOW OF BOTH – PAGE 2

Wellman Street to Plain Street

This section of the corridor is mostly higher density residential (Traditional Two Family and Suburban Multifamily) with an area of mixed use (TMU) zoning which has a neighborhood corner store at Forest Street and various medical, insurance and other small offices in the surrounding area. Implementing bike lanes in this section would be possible due to the width of the roadway, but on-street parking would have to be eliminated – which would negatively affect a couple of residences and the corner store.

Plain Street to Short Street

This section of the corridor is zoned regional retail and features many fast food restaurants and other high-volume retail. The section north of Plain Street lacks a coherent access management strategy which is evident by over 20 commercial driveways along 1,200 feet of roadway. Many of these driveways lack any definition or boundaries and contribute to the traffic disorder and high number of conflict points. Possible improvements to this section would include access management strategies to better confine the driveways.

Plain Street is another major signalized intersection along the corridor which frequently sees congestion. It does have an exclusive pedestrian phase which allows for a safe crossing of the street.

Short Street to Cambridge Street

This section of the corridor features the Lincoln Elementary School and a neighborhood business district concentrated around the intersection of Lincoln Street, Liberty Street and Chelmsford Street. This section also serves as a transition from the commercial district scene at Plain Street to a more traditional neighborhood business district with on-street parking and bike lanes.

The intersection at Lincoln Street and Liberty Street is very awkwardly aligned with the streets being offset and Temple Street forming a fifth leg to the malformed intersection. Possible future improvements in this area would include realigning the intersection.

Cambridge Street to Westford Street

This section of the corridor is dominated by the high rise commercial district which houses M/A-COM. The roadway features on-street parking and bike lanes with sidewalks on each side.

One possible improvement in this section would be to reconfigure the flashing beacon at Cambridge Street to a pedestrian crossing signal.

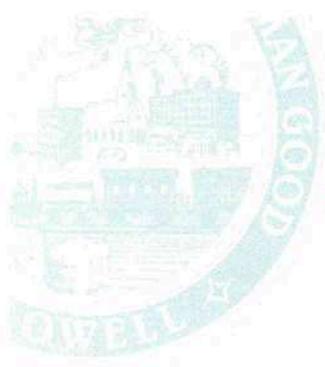
Due to the length and complexity of the Chelmsford Street corridor the comprehensive corridor plan would have to categorize and prioritize improvements by section. Those improvements would then be programmed based on funding availability.

DNT/ns

6/10/16

Attachment

cc: Nicolas Bosonetto, Transportation Engineer



Diane Nichols Tradd
Assistant City Manager/DPD Director

Kevin E. Coughlin
Deputy Director

MEMORANDUM

TO: Kevin J. Murphy, City Manager

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

SUBJECT: Informational Communication – Solar Energy Production from City Solar Fields in Response to Inquiry by Councilor Rodney Elliott on item 2.1(F) from City Council Meeting on May 17, 2016

On May 17, 2016, Councilor Rodney Elliott made an inquiry during discussion of an informational communication on the Governor’s Community Compact Best Practice of Maximizing Energy Efficiency and Renewable Opportunities. Councilor Elliott requested the Energy Manager report on the total value of the City’s solar projects, including the solar panels on the closed Lowell landfill. The following table summarizes the value to the City for these projects.

Solar Facility	Size of Facility	Date Facility Became Operational	kWh Generated Since Facility Became Operational	Estimated Utility Bill Savings Since Facility Became Operational
Lowell Landfill	1,504 kW	Jan 2014	3,843,984	\$97,045
Hunt Farm * (located in Orange, MA)	3,352 kW	Oct 2013	8,647,458	\$277,821
Adams Farm * (located in Athol, MA)	3,499 kW	Oct 2013	8,756,849	\$282,594
Water Utility **	609 kW	May 2013	2,102,639	\$207,462
Wastewater **	43.7 kW	Mar 2012	60,803	\$6,919
Lowell Memorial Auditorium	50.8 kW	Feb 2011	381,054	\$17,559
Shaughnessy Elementary School	35.5 kW	Nov 2010	301,633	\$8,652
Pawtucketville Elementary School	173.6 kW	Nov 2010	538,424	\$20,585
Reilly Elementary School	104.1 kW	Nov 2010	640,361	\$20,194
Butler Middle School	17.8 kW	Nov 2010	147,230	\$4,349
TOTAL			25,420,435	\$943,180

* Although the Hunt and Adams Farms are not located within the City, solar regulations allow the City to be the Host Customer for these facilities. As Host Customer, all of the net metering credits generated by the facility can be applied against City-specified electricity accounts for the fiscal benefit of Lowell.

** Savings total does not include additional revenue from the sale of Solar Renewable Energy Certifications (SRECs). SRECs contributed an additional \$479,950 to Water and Wastewater utilities.

The Department of Planning and Development and the Energy Manager would like to thank the City Council and the City Manager for their leadership in pursuing savings through renewable energy development. We look forward to continuing to develop solutions that utilize these sustainable technologies.

DNT/ns
06/10/16

cc: Philip Ferreira, Housing and Energy Program Manager
Katherine Moses, Energy Manager



Kevin J. Murphy
City Manager

June 10, 2016

Mayor Edward J. Kennedy
and
Members of the City Council

Dear Mayor Kennedy and Members of the City Council:

I am pleased to inform you that the City of Lowell was successful in winning a \$475,000 Working Cities Implementation Grant from the Federal Reserve Bank of Boston. The City and its 12 partners competed against 10 other cities in Massachusetts. The grant work will take place over 3 years, effective September 2016, targeting the Acre neighborhood - the area of the City with the highest poverty rate and historic "first stop" of many diverse immigrants.

The City, collaborating as part of a core group of 13 community partners, began its work on this initiative in October 2015 when they successfully attained an initial Planning Grant totaling \$15,000. The core leadership group then engaged in 6 formal months of structured meetings with the Boston FED while simultaneously undertaking significant outreach and data collection in the Acre. The group also continued to meet weekly and communicated on many levels as part of the ongoing grant requirements. We are very grateful to each of the members of this successful collaboration and appreciate the many hours of hard work and shared responsibility that each of them, and their respective agency, have contributed. We, additionally, look forward to their future vision and work in the Acre. The successful core partners joining with the City in this initiative are:

Coalition for a Better Acre
Community Teamwork
Middlesex Community College
University of Massachusetts Lowell
Lowell Housing Authority
Greater Lowell Community Foundation

Northern Middlesex Council of Governments
Cambodian Mutual Assistance Association
Jeanne D'Arc Credit Union
Career Center of Greater Lowell
Acre Coalition to Improve our Neighborhood
Lowell Community Health Center

This grant award of \$475,000 will have a significant and positive impact on the Acre neighborhood. The actions of the grant will not be visible in bricks and mortar but will concentrate on three high level factors that will work to alleviate socio-economic patterns of multi-generations of families residing in the Acre. The areas included: Early Childhood School Readiness, Economic Development, and Language and Cultural Inclusion. Residents of the Acre will be encouraged and recruited to actively participate in the ongoing work of this Working Cities Initiative.

The collaborative effort of the municipal government, the business community, Lowell's educational institutions, and private nonprofit groups is what made this happen. It is a fine example of the type of teamwork that the City Council has been promoting for the past several years in conjunction with the Administration.

Attached please find a copy of the press release issued by the Federal Reserve Bank of Boston.

Sincerely,

Kevin J. Murphy
City Manager

KJM/ns
Attachment

cc: Diane N. Tradd, Assistant City Manager/DPD Director
Kevin Coughlin, Deputy Director

News & Events

- Conferences and Events
- Press Releases
- Speeches

[Home](#) :: [News & Events](#) :: [Press Releases](#)

Press Release:

Five Massachusetts Cities awarded a total of \$2.8 million in the Boston Fed's Working Cities Challenge

Haverhill, Lowell, Pittsfield, Springfield, and Worcester each receive \$475,000 in second round of competition focused on cross-sector collaboration

June 1, 2016

Contact: Matthew Campion, 617 973-1476, Matthew.Campion@bos.frb.org or Nicolas Brancalone, 617 973-1477, <mailto:Nicolas.Brancalone@bos.frb.org>

Boston, Mass. – (June 1, 2016) The Federal Reserve Bank of Boston today announced that Haverhill, Lowell, Pittsfield, Springfield, and Worcester will each receive \$475,000 in the second round of the Working Cities Challenge, a competition for smaller cities in New England focused on building collaborative leadership, which is shown to be a critical element in economic growth for struggling postindustrial cities.

The five communities put forward initiatives focused on neighborhood revitalization, workforce development, and improving access to economic opportunity. The cities will work on these initiatives over a three-year period, accompanied by technical assistance and a learning community for best-practice sharing.

"I want to congratulate the winners of the Working Cities Challenge. Collaborative leadership is at the heart of this competition, and these five cities demonstrated significant capacity to reach across sectors and advance efforts on behalf of low-income residents in their communities," said Boston Fed President Eric Rosengren. "I look forward to following the progress in the communities in the coming months and years."

"Together with our partners in the private, philanthropic, and non-profit sectors, we are proud to leverage greater resources to support and prepare communities for success," said Massachusetts Governor Charlie Baker. "The Working Cities Challenge elevates local leadership, amplifying solutions from the community level to increase cross-sector collaboration and improve economic outcomes for low-income residents."

Last fall, ten Massachusetts communities were each awarded \$15,000 design grants through the Working Cities Challenge to strengthen their bids to the competition. The five winning cities were selected after a six-month design-grant period, which saw the cities refining proposals and adding partners from across their community. The winning initiatives are:

- **Haverhill:** A cross-sector partnership called Mt. Washington Alliance will work to close the social and economic "opportunity gap" between the Mt. Washington neighborhood and the rest of the Haverhill

community, with initiatives to improve employment, education, and an array of neighborhood conditions including housing, health, and safety. Residents will play a prominent role in shaping and evaluating the work of this Alliance. The Alliance's core team includes: residents of Mt. Washington, the Mayor's office, Haverhill Public Schools, Rehoboth Lighthouse Full Gospel Church, Northern Essex Community College, Fantini Baking Company, CAI, Merrimack Valley Workforce Investment Board, Merrimack Valley Music & Arts, Inc., Team Haverhill, Mann Consulting, Haverhill Bank, Pentucket Bank, POSE, Inc., Urban Kindness, Greater Haverhill Chamber of Commerce, Merrimack Valley Planning Commission, Emmaus, Inc., Veterans Northeast Outreach Center, St. James Church, Jaffarian Toyota, Tilton Elementary School, Haverhill YMCA, Girls Inc., Haverhill City Council, and Massachusetts 2020.

- **Lowell:** The Acre Initiative will focus on three high-level factors that can alleviate the multi-generational poverty entrenched in the Acre, Lowell's poorest neighborhood: low educational attainment, lack of employment opportunities and family-sustaining wages, and the complex issues of diversity and inclusion. The Acre Initiative's team represents a mix of partners from the public, private, and non-profit sectors including the City of Lowell, Coalition for a Better Acre, Northern Middlesex Council of Governments, Lowell Community Health Center, Career Center of Lowell, The Lowell Housing Authority, Cambodian Mutual Assistance Association of Greater Lowell, Inc., Greater Lowell Community Foundation, Community Teamwork, Middlesex Community College, University of Massachusetts-Lowell, Jeanne D'Arc Credit Union, and the Acre Coalition to Improve our Neighborhood (ACTION).
- **Pittsfield:** Pittsfield Bridges: Transformative Movement (PBTM) will support the journey from poverty to sustainability by collaboratively building community resources and removing barriers. The effort's vision is for all people in Pittsfield to experience a just, thriving, and safe community. PBTM's goal is to improve individual, institutional, and social fairness and respect in the community and thus to support individuals moving out of poverty. The PBTM's core team includes: Central Berkshire Habitat for Humanity, the City of Pittsfield, the Berkshire Regional Planning Commission, Berkshire Community College, BerkshireWorks Career Center, Berkshire United Way, Goodwill Industries, Berkshire Children and Families, Berkshire Health Systems, Berkshire Community Action Council, Downtown Pittsfield, Inc., Pittsfield Public Schools, Local chapter NAACP, Pittsfield Community Connection, West Side Neighborhood Initiative, First United Methodist Church, Heart 2 Heart Ministry, Manos Unidas, Brien Center for Mental Health, Multi-Cultural Bridge, and Girls Inc.
- **Springfield:** The Springfield Works Initiative will advance the city's economy by enhancing and strengthening the connectivity between employers who need qualified workers and low-income Springfield residents who need meaningful employment. We envision achieving this goal through an innovative collaboration between employers, educational institutions, service providers, community leaders, community-based organizations, government, and residents. The Springfield Works Initiative core team includes: Western Massachusetts Economic Development Council, Springfield Planning and Economic Development, Regional Employment Board of Hampden, MGM Springfield, Partners for Community Action, HAP Housing, Springfield Technical Community College, Western MA National Machine and Tooling Association, Community Foundation of Western Massachusetts, Tech Foundry, United Personnel Services, United Way of Pioneer Valley, and Develop Springfield.
- **Worcester:** Working Cities Worcester (WCW) will convene and inspire workers, employers, government, universities, nonprofits, and communities to create equitable short- and long-term employment opportunities in the local food service economy to uplift individuals and communities from poverty, with livable wages. The initiative will provide workforce training and career paths for disadvantaged workers in cooperation with local employers, increase career opportunities and operational support for ethnic food vendors and retailers in disadvantaged neighborhoods, and create a learning community to ensure workforce development is a strategic priority in the local food service economy as well as a key item on the economic policy agenda for the City of Worcester. The WCW core team includes: Worcester Community Action Council, Inc., Clark University, Regional Environmental Council, Sodexo, Chartwells, City of Worcester, Central Massachusetts Workforce Investment Board, and the Latino Education Institute of Worcester State University.

Funding for the competition is not provided by the Boston Fed, but by a consortium of partners including the Commonwealth of Massachusetts, the Massachusetts Competitive Partnership, the Doris Duke Charitable Foundation, the Kresge Foundation, the Barr Foundation, the Smith Family Foundation, and Living Cities. The winners of the competition were selected by an independent jury that does not include the Boston Fed.

A celebration of these five cities' initiatives will be held at the Boston Fed on July 18.

For more information on the Working Cities Challenge, visit <http://bostonfed.org/workingcities>.

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 397

Meeting: **City of Lowell City Council**

Subject: **Communication-Reappoint Kevin Dillon, William Lovely, Katelyn Biedron,
Geoffrey McDonough to Conservation Commission**

Recommendation:

Background:

Attachments:

Comment



Kevin J. Murphy
City Manager

June 10, 2016

Mayor Edward J. Kennedy, Jr.
and
Members of the City Council

RE: Conservation Commission; Reappointments

Dear Mayor Kennedy and Members of the City Council:

Pursuant to the authority vested in me as City Manager under Mass. G.L. Chap. 40, sec. 8C, it is with pleasure that I am reappointing the following persons to the Conservation Commission:

Kevin Dillon of 34 Hampden Street, Lowell, MA 01851 which term expires June 30, 2019, or such time thereafter until a successor is appointed and qualified; and

William P. Lovely, Jr., 52 Lawrence Drive, Unit #307, Lowell, MA 01851 which term expires June 30, 2019, or such time thereafter until a successor is appointed and qualified; and

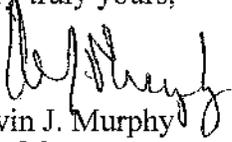
Katelyn Bierdon, 22 LaPlume Avenue, Lowell, MA 01854, which term expires June 30, 2018, or such time thereafter until a successor is appointed and qualified; and

Geoffrey McDonough of 15 Varnum Terrace, Lowell, MA 01854, which term expires June 30, 2018, or such time thereafter until a successor is appointed and qualified.

Since under the above-referenced statute confirmation by the City Council is not required for these re-appointments this letter is notification of such.

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

Very truly yours,



Kevin J. Murphy
City Manager

boards:78

cc: City Clerk
City Solicitor
Human Relations
MIS

Conservation Commission
Asst. City Manager-Director DPD
City Auditor

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 398

Meeting: **City of Lowell City Council**

Subject: **Communication-Appoint Janelle Diaz to Lowell Commission on Disability**

Recommendation:

Background:

Attachments:

Comment

Kevin J. Murphy
City Manager

June 10, 2016

Mayor Edward J. Kennedy, Jr.
and
Members of the City Council

RE: Appointment; Lowell Commission on Disability

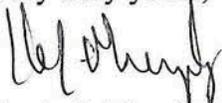
Dear Mayor Kennedy and Members of the City Council:

Pursuant to the authority vested in me as City Manager under Chapter 75 of the Acts of 1983, Mass. G.L. Ch. 40 §8J and Code of the City of Lowell Chapter 9, Article IX, §9-28, I am appointing Janelle Marie Diaz of 109 Jackson Street, Lowell, MA 01852, to a three-year term which shall expire June 14, 2019, or such time thereafter until a successor is appointed and qualified to the Lowell Commission on Disability.

Under the above-referenced ordinance, confirmation by the City Council is required and is hereby requested.

I have included her resume for your review. I would be happy to answer any inquiry you may have concerning this appointment.

Very truly yours,



Kevin J. Murphy
City Manager

KJM:boards

cc: City Clerk Law Dept.
 Lowell Disability Com. City Auditor
 MIS Human Relations

May 11, 2016

Dear Manager Murphy,

I, Janelle Diaz, would like your consideration to act as a board member for the Lowell Commission on Disability. I am a longtime Lowell resident with a progressive neuromuscular disease. I have lived in the historic city of Lowell for the past nine years and as a dependent wheelchair user I have experienced the city's positive and negative access attributes.

My journey here began during my undergraduate career where I received a Bachelor's degree in Psychology, at the University of Massachusetts Lowell; which has transcended into a completed Master's degree and employment within the university's Office of Disability Services. During this time I have had the opportunity to experience Lowell as resident, student, and employee which has provided me a variety of perspectives on access.

As an employee, I have been a member on various committees that work towards assessing access issues on and off campus; acting as a representative for the differently abled, prioritizing what works best for students and staff, and triaging needs. Additionally, on a day to day basis I have the privilege of working with students and their families who register with our office, directly offering support and guidance regarding a diverse set of needs. From these experiences, I have come to learn the importance of continuing to establish a relationship between the city and the University to improve support and access for the entire Lowell population.

As a former student and current resident, I have come to experience Lowell first hand. I frequently access public transportation, recreational spaces, retail stores, and other various entities. I can speak to a variety of pros and cons, and if selected I can assure I will be committed towards improving the quality of life for everyone in Lowell, regardless of their different abilities.

I hope that you will take me into consideration for this position.

Thank you for your time.

Sincerest,

Janelle Diaz

Janelle_Diaz@uml.edu

(781) 864-9711

Janelle Marie Diaz
109 Jackson St. Lowell, MA 01852

JanelleMarieDiaz@gmail.com

Career Objective

Seeking a position where strong leadership skills can be utilized while providing social services to populations in need

Skills Profile

- Bilingual: Spanish and English
- Excellent communication, organizational, leadership, and interpersonal skills
- Program evaluation, program development, and grant writing
- Mediation

Education

Master of Science, Community Social Psychology May 2014
University of Massachusetts Lowell

- 3.98 GPA

Bachelor of Arts, Psychology May 2012
University of Massachusetts Lowell

- Minors in Sociology, Spanish, and English
- Honors scholar with 3.51 GPA
- Chancellor's Medal recipient

Professional Experience

Disability Services Support Counselor, UMass Lowell, Lowell, MA July 2014 - present

- Counsel students who are registered with the office of Disability Services towards establishing independence, good wellbeing, and academic retention
- Review incoming neuropsychological evaluations and other health related documentation, that confirms student diagnosis, for completeness and accuracy
- Meet with families and students to determine appropriate academic accommodations by creating an accommodation plan that corresponds with the needs of each student
- Teach organizational and time management skills to students during weekly sessions to promote academic success
- Work collaboratively with faculty, staff, and students to create programming that promotes advocacy for the disabled community
- Act as a Disability Services representative on various committees to advocate for the needs of registered students for all future strategic plans occurring at the university
- Manage assigned caseload of students and maintain detailed, computerized, student records while ensuring confidentiality
- Supervise student workers through regular check-ins and assignment distribution

Assistant Complex Director, UMass Lowell, Lowell, MA September 2008 - June 2014

(promoted in 2010 & 2012)

- Supervised 11-15 Resident Advisors in their community responsibilities through regular meetings, daily contact and performance evaluation
- Counseled Resident Advisors in the development, planning, assessment, and implementation of community building
- Directed and implemented annual "Safe Trick or Treat," a community-based program that serves over 1000+ children and families in the Lowell community

Professional Experience, Continued

- Participated in on call, crisis-prevention, rotation
- Allocated budget funds for programming in residential building of 500+ students
- Supported residents with conflicts through mediation and a judicial process
- Served as an assistant to the Complex Director with all administrative tasks and functionality of the residential building through attendance in system and operational meetings

Intern, Girls Inc., Lowell, MA

September 2013 - May 2014

- Created and implemented program curriculum for 50+ girls ranging in age from 5-18, on a weekly basis
- Networked and collaborated with community leaders to plan programming projects that foster diversity, literacy, and recreation
- Designed and formulated program flyers for outreach distribution
- Completed all administrative tasks and attend weekly staff meetings

Therapeutic Mentor, Eliot Community Services, Malden, MA

June 2012 - August 2013

- Worked with In-Home Therapy provider to create a behavioral health treatment plan for youth
- Supported, coached, and trained children and adolescents in age-appropriate behaviors to reach goals made in their behavioral health treatment plan
- Connected youth and family members to community resources and programs that fostered overall growth
- Implemented problem-solving, conflict resolution, and interpersonal communication when working with children and adolescents
- Completed weekly and monthly notes, for organizational and insurance records, that described the youth's steps towards achieving their identified treatment plan goals

Skills Specialist, Northeast Independent Living Program, Lawrence, MA

May 2012 - August 2012

- Co-directed Transition into Adulthood Program, a youth program that offers support and training to students transitioning out of high school and into the workforce
- Developed program classes that were implemented during weekly workshops
- Collaborated with local non-profits, schools, and businesses to establish summer internship placements for 18 youth
- Fulfilled all administrative tasks and attend weekly staff meetings

Certifications/Trainings

Title IX	August 2015
General CSA Course	August 2015
Conflict of Interest Law	May 2015
Basic Mediation Skills Training	August 2013
Strategic Hiring for an Inclusive Community	April 2013
Connect Suicide Prevention, Train the Trainer	April 2013

Speaking Engagements/Presentation

Disability Awareness Panel, UMass Lowell	November 2015
Life in the Residence Halls, UMass Lowell	August 2015
Supporting Students on the Autism Spectrum Presentation, UMass Lowell	April 2015
Leveling the Academic Playing Field Presentation, UMass Lowell	April 2015
Keynote Speaker for the All Girls Challenge, Red Hat	March 2015

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 399

Meeting: **City of Lowell City Council**

Subject: **Communication-Appoint Brandon Crocker to Hunger Homeless
Commission (Merrimack Valley Catholic Charities Rep)**

Recommendation:

Background:

Attachments:

Comment

Kevin J. Murphy
City Manager

June 10, 2016

Mayor Edward J. Kennedy Jr.
And
Members of the City Council

Re: Appointment to Hunger Homeless Commission

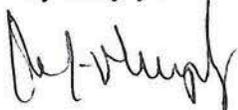
Dear Mayor Kennedy and Members of the City Council:

Pursuant to the authority vested in me as City Manager under Chapter 382 of the Acts of 1991 and Code of the City of Lowell Article VII, Section 9-23, I am appointing the following person to the Hunger/Homeless Commission:

Brandon D. Crocker (Merrimack Valley Catholic Charities)
70 Lawrence Street
Lowell MA 01852-2631
(which term shall expire June 14, 2018, or until such time thereafter as a
successor is appointed and qualified)

Under the above-referenced ordinance, confirmation by the City Council is not required. I would be happy to answer any inquiry you may have concerning this appointment. I have attached his resumé for your review.

Very truly yours,



Kevin J. Murphy
City Manager

KJM/kd:boards/comm

cc: City Clerk
Law Dept.
Hunger/Homeless Commission

Human Relations Manager
City Auditor
MIS

Brandon D. Crocker
Pepperell, Massachusetts
BDC824@gmail.com

EDUCATION

Merrimack College Master of Education in Community Engagement Concentration in Nonprofit Organizations Capstone: Citizen Participation in Nonprofit Governance	North Andover, MA May 2015
University of Massachusetts Lowell, Manning School of Business Bachelor of Science in Business Administration Concentration in Marketing	Lowell, MA May 2013

EXPERIENCE

Catholic Charities of the Merrimack Valley Food Pantry Coordinator	Lowell, MA December 2015- Present
PACH Outreach Executive Director Board of Directors/Grant Writer, Lead Volunteer <ul style="list-style-type: none">• Help create and oversee the strategic plan and long-term direction of food pantry• Coordinate and assist in holiday food drives• Complete grant applications for additional operational funding• Assist in exploratory committee• Review and assess current policy	Pepperell, MA Winter 2015- Present Spring 2013 - Present
North Shore Community Development Coalition Community Engagement Fellow <ul style="list-style-type: none">• Implemented strategies that built relationships with community members in a low-income area, connected residents to useful resources, and enhanced civic-engagement• Planned, fundraised, and implemented monthly community meetings highlighting local resources and activities for neighborhood children• Edited, formatted and distributed monthly community newsletters and communications• Designed and conducted neighborhood survey to assess self-perception, crime, safety and infrastructure• Supervise a team of Endicott College volunteers in canvassing the neighborhood to conduct surveys, compile data and analyze results; created information pamphlet summarizing results for community members and stakeholders	Beverly, MA Aug 2014 - Jan 2015

EXTRACURRICULARS

University of Massachusetts Lowell	Lowell, MA
Men's Club Rowing Team , Rower/Coxswain, Vice President (2010-2011)	2009-2012
YourSpace Healthy Living Community , Member	2011-2012
QUEST Club , Member <ul style="list-style-type: none">• Raised funds for seniors in financial need• Organized activities for students to participate in on Reading Day	Spring 2012

VOLUNTEER EXPERIENCE

Lawrence High School Mentorship Program <ul style="list-style-type: none">• Mentor an at-risk high school youth in a full-receivership district about the importance of education, and planning a course for their future	Fall 2014- Spring 2015
PACH Outreach <ul style="list-style-type: none">• Supervise volunteers, ensure proper assembly of care packages for eligible clientele	Summer 2012- present

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 400

Meeting: **City of Lowell City Council**

Subject: **Communication-Accept Resignation of Eileen Donoghue (Civic Stadium
Commission)**

Recommendation:

Background:

Attachments:

Comment



Kevin J. Murphy
City Manager

June 6, 2016

Eileen M. Donoghue
257 Andover Street
Lowell, MA 01852

RE: Your Resignation Letter

Dear Senator Donoghue:

This letter acknowledges receipt of your letter in which you resign from the Civic Stadium Commission. Your resignation is accepted.

I am filing your resignation and this acceptance thereof with the City Clerk, as required by law, and also forwarding copies as a "communication" to the City Council.

The City of Lowell appreciates your years of service as a member of the Lowell Arena and Civic Stadium Commission, and on its behalf I extend thanks.

Very truly yours,

Kevin J. Murphy
City Manager

Boards/civicstadium

*Eileen M. Donoghue
257 Andover Street
Lowell, MA 01852*

May 27, 2016

Kevin Murphy, City Manager
Lowell City Hall
375 Merrimack Street
Lowell, MA 01852

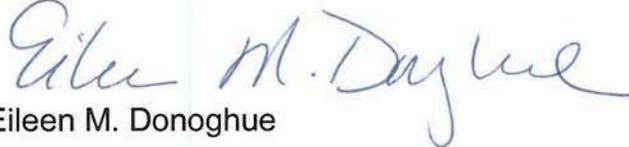
RE: Civic Stadium Commission

Dear Manager Murphy:

It recently came to my attention that the City still has me listed as a commissioner of the Civic Stadium Commission. I had served as a commissioner of the Arena and Civic Stadium Commission from 2008 until my election to the State Senate in 2011 when I resigned. (I have not participated in any matter related to the arena and/or Civic Stadium Commission since 2009).

Please accept this letter of resignation. I thank you for your time and attention to this matter. If you have any questions whatsoever, please do not hesitate to contact me.

Very truly yours,


Eileen M. Donoghue

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 419

Meeting: **City of Lowell City Council**

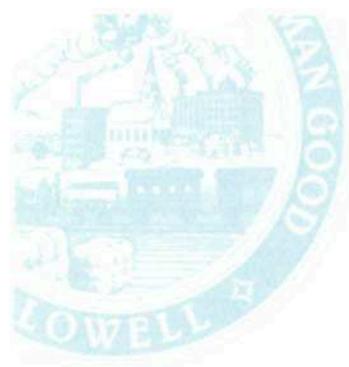
Subject: **Communication - City Manager request Out of State Travel (1) LPD.**

Recommendation:

Background:

Attachments:

ost lpd



William M. Taylor
Superintendent

Deborah Friedl
Deputy Superintendent

Jonathan C. Webb
Deputy Superintendent

To: Kevin Murphy
City Manager

From: William Taylor
Superintendent of Police

Date: June 3, 2016

Re: Out of State Travel

I respectfully request permission to attend the Smart Policing (SPI) Phase VII Inaugural Meeting in Phoenix, AZ. I have been invited on behalf of the Bureau of Justice Assistance and the SPI to serve as a guest speaker. I will be discussing how the Lowell Police Department has institutionalized smart policing/evidence-based policing in our community. This travel will be no cost to the City and I will be reimbursed by the Bureau of Justice Assistance.

I have supplied a breakdown of costs below. Thank you for your time in this matter.

Training: Smart Policing (SPI) Phase VII Inaugural Meeting
Location: Phoenix, AZ
Dates to Travel: June 15, 2016 through June 17, 2016
Hotel: \$0 per night/per person/plus tax
Conference Cost: \$0 per person
Airline Costs: \$0 per person/plus tax
Per Diem: \$0 per person/per day
Car Rental/Gas/Toll/Transportation: will return with receipts
Number of people: 1

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 401

Meeting: **City of Lowell City Council**

Subject: **Vote-Auth Mgr Ex. MOU MVEA Unit I 7.1.15-6.30.18**

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and the MVEA Wastewater Unit I covering the period of July 1, 2015 through June 30, 2018.

In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the MVEA Wastewater Unit I, covering the period July 1, 2015 through June 30, 2018 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the MVEA Wastewater Unit I, which Memorandum covers the items negotiated over the past few months with UNION; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to this Memorandum of Understanding to the MVEA Wastewater Unit I; and

The City Manager requests and recommends approval of the Agreement, a copy of which is attached and marked "A".

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

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and the MVEA Wastewater Unit I covering the period July 1, 2015 through June 30, 2018, and further authorize the expenditure of funds for this Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
MERRIMACK VALLEY EMPLOYEES ASSOCIATION
WASTEWATER UNIT I**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2015 – JUNE 30, 2018**

The City of Lowell ("the CITY") and the Merrimack Valley Employees Association Wastewater Unit I ("the UNION"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary:

There shall be a 0% increase in salary for all employees in the Union, for the fiscal year July 1, 2015 to June 30, 2016.

There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2016 to June 30, 2017.

There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2017 to June 30, 2018.

In the event that another bargaining unit receives a wage increase greater than the 0-3-3% for the years 2015-2018 or otherwise adds a wage-related increase that increases their current departmental appropriation for fiscal year 2017, MVEA Wastewater Unit I shall be allowed to reopen negotiations for the years 2015-2018. In no event shall any reopened negotiations result in an increase greater than the increase that caused negotiations to be reopened.

2. Sick Leave Buy Back

Add sentence at end of first paragraph of Article XV, Section 4 so benefit is paid out according to calendar, not fiscal, year:

"Sick leave buy back payment shall be made in January for the prior calendar year. No bargaining unit member will be negatively impacted by this change."

3. Recognition – Persons Covered by this Agreement

Section 1-B: Change six (6) months to ninety (90) calendar days, for new hires. Promotions from within shall be given a sixty 60 day probationary period. During the probationary period, promoted employees shall have the opportunity to return to previous position. Positions filled as a result of a promotion from within shall be considered temporary until the sixty (60) day promotion probationary period is over.

4. **Management Rights of Employer**

Delete entire Article XXVIII, Section 6 and replace with the following:

Nothing in this agreement shall prevent the City from engaging persons outside of the bargaining unit to perform work which could have been performed by employees within the bargaining unit or otherwise from contracting out bargaining unit work so long as such engagement or contracting out does not result in the reduction of the bargaining unit.

5. **Progressive Discipline**

Add following language to Article VI, create Section 5:

The City agrees to apply progressive discipline in the following stages: verbal warning, written warning, suspension, termination. The department head shall have discretion to begin the progression at the point most suitable for the seriousness of the infraction, with the understanding that all but illegal or similarly egregious infractions will begin at stage one. Verbal warnings shall be removed from an employee's personnel file after nine months provided that there are no additional disciplinary issues during that period. Written warnings shall be removed from an employee's personnel file after eighteen months provided that there are no additional disciplinary issues during that period. However, if additional, similar disciplinary issues arise, past instances may be considered regardless of the time standards outlined above.

6. **Grievance Procedure**

Step 3 – Add after the word “due”: The City Manager or his/her designee shall respond to the Union in writing within thirty (30) working days after the grievance is presented to the City Manager. Within said thirty (30) working days, the City Manager, or his/her designee shall hold a conference review with Union Representatives and/or the grievant.

Step 4 – If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the City Manager is due, by written notice to each other, request conciliation with the appropriate agency of the Commonwealth of Massachusetts that has jurisdiction to hear such matters (D.L.R.)

Step 5 – If the grievance is still unsettled, after conciliation, either party may, within thirty (30) calendar days after the conciliation, by written notice to each other, request arbitration.

7. **Work Boots**

Delete from Article XXI, Section 2 “One (1) pair of work boots per year” and replace with “work boots” so that any number of pairs will be reimbursed up to \$175.00.

8. Holiday

Article XIII, 5th paragraph: Change last sentence so that it reads, "In such event, the day off shall be scheduled at the mutual convenience of the employee and the Employer within sixty (60) days after the holiday."

Add to first paragraph after listed holidays: "Employees regularly scheduled to work 12 hour shifts on the actual holiday of a Saturday or Sunday will be paid 12 hours of holiday pay at straight time, plus time and one half for all hours worked."

9. License Incentives

Article XXIV, Section 2:

Revise (b) so that employees receive license incentive for all licenses they hold, regardless of whether or not they hold a Wastewater Operator License. Increase license incentive cap to \$2,800. Add: "Employees shall be eligible for license incentives up to \$2,800, until the Department's license incentive budget is depleted."

Add new section (i): Operators and Head Operators shall be paid equal to Grade 1 for Lab. Certification Gr. 1, Grade 2 for Lab. Certification Gr.2 and so on, under the License Incentive Program.

10. Seniority

Article IX, Section 6: Add "They employer agrees to meet with the Union thirty (30) days prior to any reductions in the workforce."

Section 8: Change one (1) year recall list to two (2) years.

11. Contract Provisions

a. All provisions of this Memorandum of Understanding shall be incorporated into a complete Collective Bargaining Agreement for the period of July 1, 2015 to July 30, 2018, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

b. Except as modified herein, all provisions of the Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this _____ day of _____, 2016.

MVEA Unit I

Kevin J. Murphy, City Manager

Keith Rudy Jr. (6-7-16)

M.V.E.A. Business Agent

Approved as to Form:

Bargaining Committee:

Christine P. O'Connor

Christine P. O'Connor
City Solicitor

Matthew W. Seymour (6-7-16)

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 402

Meeting: City of Lowell City Council

Subject: Vote-Auth Mgr Ex. MOU MVEA WW Unit II 7.1.15-6.30.18

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and the MVEA Wastewater Unit II covering the period of July 1, 2015 through June 30, 2018.

In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the MVEA Wastewater Unit II, covering the period July 1, 2015 through June 30, 2018 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the MVEA Wastewater Unit II, which Memorandum covers the items negotiated over the past few months with UNION; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to this Memorandum of Understanding to the MVEA Wastewater Unit II; and

The City Manager requests and recommends approval of the Agreement, a copy of which is attached and marked "A".

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

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and the MVEA Wastewater Unit II covering the period July 1, 2015 through June 30, 2018, and further authorize the expenditure of funds for this Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
MERRIMACK VALLEY EMPLOYEES ASSOCIATION
WASTEWATER UNIT II**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2015 – JUNE 30, 2018**

The City of Lowell ("the CITY") and the Merrimack Valley Employees Association Wastewater Unit II ("the UNION"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary:

There shall be a 0% increase in salary for all employees in the Union, for the fiscal year July 1, 2015 to June 30, 2016.

There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2016 to June 30, 2017.

There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2017 to June 30, 2018.

In the event that another bargaining unit receives a wage increase greater than the 0-3-3% for the years 2015-2018 or otherwise adds a wage-related increase that increases their current departmental appropriation for fiscal year 2017, MVEA Wastewater Unit II shall be allowed to reopen negotiations for the years 2015-2018. In no event shall any reopened negotiations result in an increase greater than the increase that caused negotiations to be reopened.

2. Sick Leave Buy Back

Add sentence at end of first paragraph of Article XVII, Section 5 so benefit is paid out according to calendar, not fiscal, year:

"Sick leave buy back payment shall be made in January for the prior calendar year. No bargaining unit member will be negatively impacted by this change."

3. Recognition – Persons Covered by this Agreement

Section 1: Change six (6) months to ninety (90) calendar days, for new hires. Promotions from within shall be given a sixty 60 day probationary period. During the probationary period, promoted employees shall have the opportunity to return to previous position. Positions filled as a result of a promotion from within shall be considered temporary until the sixty (60) day promotion probationary period is over.

4. Management Rights of Employer

Delete entire Article XXXI, Section 10A and replace with the following:

Nothing in this agreement shall prevent the City from engaging persons outside of the bargaining unit to perform work which could have been performed by employees within the bargaining unit or otherwise from contracting out bargaining unit work so long as such engagement or contracting out does not result in the reduction of the bargaining unit.

5. Progressive Discipline

Add following language to Article VI, create Section 4:

The City agrees to apply progressive discipline in the following stages: verbal warning, written warning, suspension, termination. The department head shall have discretion to begin the progression at the point most suitable for the seriousness of the infraction, with the understanding that all but illegal or similarly egregious infractions will begin at stage one. Verbal warnings shall be removed from an employee's personnel file after nine months provided that there are no additional disciplinary issues during that period. Written warnings shall be removed from an employee's personnel file after eighteen months provided that there are no additional disciplinary issues during that period. However, if additional, similar disciplinary issues arise, past instances may be considered regardless of the time standards outlined above.

6. Grievance Procedure

Step 3 – Add after the word “due”: The City Manager or his/her designee shall respond to the Union in writing within thirty (30) working days after the grievance is presented to the City Manager. Within said thirty (30) working days, the City Manager, or his/her designee shall hold a conference review with Union Representatives and/or the grievant.

Step 4 – If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the City Manager is due, by written notice to each other, request conciliation with the appropriate agency of the Commonwealth of Massachusetts that has jurisdiction to hear such matters (D.L.R.)

Step 5 – If the grievance is still unsettled, after conciliation, either party may, within thirty (30) calendar days after the conciliation, by written notice to each other, request arbitration.

7. Holiday

Article XV, 5th paragraph: Change last sentence so that it reads, “In such event, the day off shall be scheduled at the mutual convenience of the employee and the Employer within sixty (60) days after the holiday.”

Add to first paragraph after listed holidays: "Employees regularly scheduled to work 12 hour shifts on the actual holiday of a Saturday or Sunday will be paid 12 hours of holiday pay at straight time, plus time and one half for all hours worked."

8. License Incentive

Article XXIV, Section 3: Revise (c) so that employees receive license incentive for all licenses they hold, regardless of whether or not they hold a Wastewater Operator License.

Revise Section 3 (a): Increase license incentive cap to \$2,800. "Employees shall be eligible for license incentives up to \$2,800, until the Department's license incentive budget is depleted."

Section 3 (i): Add Operators and Head Operators

9. Seniority

Article X, Section 6: Add "They employer agrees to meet with the Union thirty (30) days prior to any reductions in the workforce."

Section 8: Change one (1) year recall list to two (2) years.

10. Contract Provisions

a. All provisions of this Memorandum of Understanding shall be incorporated into a complete Collective Bargaining Agreement for the period of July 1, 2015 to July 30, 2018, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

b. Except as modified herein, all provisions of the Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this _____ day of _____, 2016.

MVEA Unit II

Kevin J. Murphy, City Manager

Keith Rudyda (6-7-16)
M.V.E.A. - Business Agent

Approved as to Form:

Bargaining Committee:

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

John T... 6/7/16

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 403

Meeting: City of Lowell City Council

Subject: Vote-Auth Mgr Ex. MOU MVEA Unit C 7.1.15-6.30.18

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and MVEA Unit "C" covering the period July 1, 2015 through June 30, 2018.

In accordance with Massachusetts General Laws, Chapter 150E, Section 7(b), a Memorandum of Understanding between the City of Lowell and MVEA Unit "C" covering the period July 1, 2015 through June 30, 2018 has been reached by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and MVEA Unit "C", which agreement covers the items negotiated over the past few months with UNION; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to the MVEA Unit "C" Memorandum of Understanding; and

The City Manager requests and recommends approval of said Agreement, a copy of which is attached and marked "A".

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

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and MVEA Unit "C" covering the period July 1, 2015 through June 30, 2018, the terms of which are outlined in the attached "Memorandum of Understanding", and further authorize the expenditure of funds for this Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
THE MVEA UNIT C**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2015 – JUNE 30, 2018**

The City of Lowell ("the CITY") and the MVEA Unit C ("the UNION"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary:

- a. There shall be a 0% increase in salary for all employees in the Union, for the fiscal year July 1, 2015 to June 30, 2016.
- b. There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2016 to June 30, 2017.
- c. There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2017 to June 30, 2018.

In the event that another bargaining unit receives a wage increase greater than the 0-3-3% for the years 2015-2018 or otherwise adds a wage-related increase that increases their current departmental appropriation for fiscal year 2017, MVEA Unit C shall be allowed to reopen negotiations for the years 2015-2018. In no event shall any reopened negotiations result in an increase greater than the increase that caused negotiations to be reopened.

2. Article I, Recognition – Persons Covered by this Agreement

Article I, Section 1, add: There shall be a ninety (90) calendar day probationary period for new hires. Promotions from within shall be given a sixty (60) day probationary period. During the probationary period, promoted employees shall have the opportunity to return to previous position. Positions filled as a result of a promotion from within shall be considered temporary until the sixty (60) day promotion probationary period is over.

3. Article V, Management Rights

Section 1: After the words "discipline, suspend and discharge employees" add "for just cause"

Create Section 2, Progressive Discipline:

The City agrees to apply progressive discipline in the following stages: verbal warning, written warning, suspension, termination. The department head shall have discretion to begin the progression at the point most suitable for the seriousness of the infraction, with the understanding that all but illegal or similarly egregious infractions will begin at stage one.

"A"

Verbal warnings shall be removed from an employee's personnel file after nine months provided that there are no additional disciplinary issues during that period. Written warnings shall be removed from an employee's personnel file after eighteen months provided that there are no additional disciplinary issues during that period. However, if additional, similar disciplinary issues arise, past instances may be considered regardless of the time standards outlined above.

4. Article VI, Grievance and Arbitration Procedure

Section 3 – Steps in Grievance Procedure

Steps 1 and 2: Change within three (3) working days to five (5) working days

Step 3, Add: The City Manager or hi/her designee shall respond to the Union in writing within thirty (30) working days after the grievance is presented to the City Manager. Within said thirty (30) working days, the City Manager, or his/her designee, shall hold a conference review with Union representatives and the grievant.

Create New Step 4: If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the City Manager is due, by written notice to each other, request conciliation with the appropriate agency of the Commonwealth of Massachusetts that has jurisdiction to hear such matters (D.L.R.).

New Step 5, revise so reads: If the grievance is still unsettled, after conciliation, either party may, within thirty (30) calendar days after the conciliation, by written notice to each other, request arbitration.

Section 4 – Arbitration

4th paragraph: Add Department of Labor Relations as an option to American Arbitration Association.

5. Article X, Seniority

Section 3: Change to “An employee's seniority shall start from their date of hire (except for the purposes mentioned in Section 2), for determining vacations and overtime preference.”

6. Article XVI, Vacations

Add the words “or Bargaining Unit” after the words “Civil Service” in paragraphs 1 and 2 of this Article.

Add to last paragraph: “Employees with vacation entitlement of three (3) weeks may carry over one (1) week into the following calendar year.”

7. Article XVII, Sick Leave

Section 4, Sick leave buy-back

Change last sentence of first paragraph so benefit is paid out according to calendar, not fiscal, year:

“Such payment shall be made in January for the prior calendar year. No bargaining unit member will be negatively impacted by this change.”

8. Article XXI, Health and Insurance Plan

Add: “The City agrees to meet with the Union for the purposes of discussing options in assisting employees who provide care for their elders.”

9. Article XXX, Miscellaneous

Section 6: First sentence, change the word “permanent” to “bargaining unit.” Delete second sentence, which reads as follows: “This Section does not create any rights or obligations in the event a permanent employee as defined in this Agreement is laid off.”

10. Contract Provisions

a. All provisions of this Memorandum of Understanding shall be incorporated into a complete Collective Bargaining Agreement for the period of July 1, 2015 to July 30, 2018, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

b. Except as modified herein, all provisions of the Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 7 day of JUNE, 2016.

MVEA Unit C

Kevin J. Murphy, City Manager

Keith Rudy Sr. 6/7/16

Approved as to Form:

Bargaining Committee:

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

Raymond Paternoster 8/7/16
[Signature] 6/7/16

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 404

Meeting: **City of Lowell City Council**

Subject: **Vote-Auth Mgr Ex. MOU MVEA Unit D 7.1.15-6.30.18**

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and MVEA Unit "D" covering the period July 1, 2015 through June 30, 2018.

In accordance with Massachusetts General Laws, Chapter 150E, Section 7(b), a Memorandum of Understanding between the City of Lowell and MVEA Unit "D" covering the period July 1, 2015 through June 30, 2018 has been reached by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and MVEA Unit "D", which agreement covers the items negotiated over the past few months with UNION; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to the MVEA Unit "D" Memorandum of Understanding; and

The City Manager requests and recommends approval of said Agreement, a copy of which is attached and marked "A".

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

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and MVEA Unit "D" covering the period July 1, 2015 through June 30, 2018, the terms of which are outlined in the attached "Memorandum of Understanding", and further authorize the expenditure of funds for this Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
THE MVEA UNIT D**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2015 – JUNE 30, 2018**

The City of Lowell ("the CITY") and the MVEA Unit D ("the UNION"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary:

- a. There shall be a 0% increase in salary for all employees in the Union, for the fiscal year July 1, 2015 to June 30, 2016.
- b. There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2016 to June 30, 2017.
- c. There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2017 to June 30, 2018.

In the event that another bargaining unit receives a wage increase greater than the 0-3-3% for the years 2015-2018 or otherwise adds a wage-related increase that increases their current departmental appropriation for fiscal year 2017, MVEA Unit D shall be allowed to reopen negotiations for the years 2015-2018. In no event shall any reopened negotiations result in an increase greater than the increase that caused negotiations to be reopened.

2. Article I, Recognition – Persons Covered by this Agreement

Article I, Section 1B: Change six (6) months to ninety (90) calendar days, for new hires. Promotions from within shall be given a sixty 60 day probationary period. During the probationary period, promoted employees shall have the opportunity to return to previous position. Positions filled as a result of a promotion from within shall be considered temporary until the sixty (60) day promotion probationary period is over.

3. Article V, Management Rights

Section 1: After the words "discipline, suspend and discharge employees" add "for just cause"

Create Section 2, Progressive Discipline:

The City agrees to apply progressive discipline in the following stages: verbal warning, written warning, suspension, termination. The department head shall have discretion to begin the progression at the point most suitable for the seriousness of the infraction, with the

understanding that all but illegal or similarly egregious infractions will begin at stage one. Verbal warnings shall be removed from an employee's personnel file after nine months provided that there are no additional disciplinary issues during that period. Written warnings shall be removed from an employee's personnel file after eighteen months provided that there are no additional disciplinary issues during that period. However, if additional, similar disciplinary issues arise, past instances may be considered regardless of the time standards outlined above.

4. Article VI, Grievance and Arbitration Procedure

Section 3 – Steps in Grievance Procedure

Steps 1 and 2: Change within three (3) working days to five (5) working days

Step 3, add: The City Manager or his/her designee shall respond to the Union in writing within thirty (30) working days after the grievance is presented to the City Manager. Within said thirty (30) working days, the City Manager or his/her designee shall hold a conference with Union representatives and/or the grievant.

Create New Step 4: If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the City Manager is due, by written notice to each other, request conciliation with the appropriate agency of the Commonwealth of Massachusetts that has jurisdiction to hear such matters (D.L.R.).

New Step 5, revise so reads: If the grievance is still unsettled, after conciliation, either party may, within thirty (30) calendar days after the conciliation, by written notice to each other, request arbitration.

Section 4 – Arbitration

4th paragraph: Add Department of Labor Relations as an option to American Arbitration Association.

5. Article XVII, Sick Leave

Section 4, Sick leave buy-back:

Change last sentence of first paragraph so benefit is paid out according to calendar, not fiscal, year:

“Such payment shall be made in January for the prior calendar year. No bargaining unit member will be negatively impacted by this change.”

6. Article XXIII, Car Allowance

Insert new second paragraph:

Senior Health Inspector, Senior Building Inspector, and Assistant Assessors who are requested to use and who do actually use his/her own motor vehicle in the performance of his/her duties and

who are authorized to do so by the Department Head or person of higher authority, shall be reimbursed for such use at a rate of \$350.00 per month.

7. Article XXV, Miscellaneous

Section 6, change "permanent employee" to "bargaining unit employee"; delete last sentence: "This section does not create any rights or obligations in the event a permanent employee as defined in this Agreement is laid off."

Sections 13 and 16: Combine into one section so it reads:

Any employee in this Unit operating a city vehicle will be subject to drug and/or alcohol testing regardless if they possess a Commercial Driver's license and agree to follow the Dept. of Transportation Testing Act.

All employees who operate a city vehicle, who violate the City's Department of Transportation Drug and Alcohol Testing Policy will be placed on paid administrative leave utilizing the employees accrued sick and/or vacation leave benefits until the employee completes the EAP/SAP assessment and subsequently tests negative for his/her return to duty drug and/or alcohol test. An employee who violates the City's Department of Transportation Drug and Alcohol Testing Policy for a second time, will be suspended for thirty unpaid working dates and must complete the EAP/SAP assessment and subsequently test negative for his/her return to duty drug and/or alcohol test. A third violation of the City's Department of Transportation Drug and Alcohol Testing Policy will result in termination.

8. Contract Provisions

a. All provisions of this Memorandum of Understanding shall be incorporated into a complete Collective Bargaining Agreement for the period of July 1, 2015 to July 30, 2018, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

b. Except as modified herein, all provisions of the Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 7 day of JUNE, 2016.

MVEA Unit D

Kevin J. Murphy, City Manager

Keith Rudolph (6-7-16)
M.V.E.A. - Business Agent

Approved as to Form:

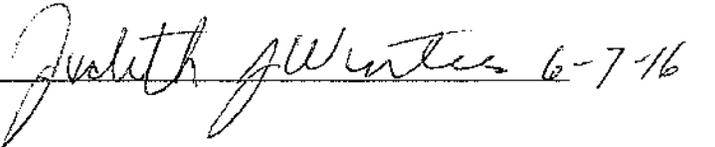


Christine P. O'Connor
City Solicitor

Bargaining Committee:



Stephen T. Puntello 6-7-16



Judith J. Winter 6-7-16

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 405

Meeting: **City of Lowell City Council**

Subject: **Vote-Auth Mgr Ex. MOU MVEA Inspectors 7.1.15-6.30.18**

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and the MVEA Inspectors Unit (Inspector's Union) covering the period of July 1, 2015 through June 30, 2018.

In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the MVEA Inspectors Unit, covering the period July 1, 2015 through June 30, 2018 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the MVEA Inspectors Unit, which Memorandum covers the items negotiated over the past few months with UNION; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to this Memorandum of Understanding to the MVEA Inspectors Unit; and

The City Manager requests and recommends approval of the Agreement, a copy of which is attached and marked "A".

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

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and the MVEA Inspectors Unit covering the period July 1, 2015 through June 30, 2018, and further authorize the expenditure of funds for this Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
THE MVEA INSPECTORS**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2015 – JUNE 30, 2018**

The City of Lowell ("the CITY") and the MVEA Inspectors ("the UNION"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary:

- a. There shall be a 0% increase in salary for all employees in the Union, for the fiscal year July 1, 2015 to June 30, 2016.
- b. There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2016 to June 30, 2017.
- c. There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2017 to June 30, 2018.

In the event that another bargaining unit receives a wage increase greater than the 0-3-3% for the years 2015-2018 or otherwise adds a wage-related increase that increases their current departmental appropriation for fiscal year 2017, MVEA Inspectors shall be allowed to reopen negotiations for the years 2015-2018. In no event shall any reopened negotiations result in an increase greater than the increase that caused negotiations to be reopened.

2. Article I, Recognition – Persons Covered by this Agreement

Article I, Section 1: Change six (6) months to ninety (90) calendar days, for new hires. Promotions from within shall be given a sixty (60) day probationary period. During the probationary period, promoted employees shall have the opportunity to return to previous position. Positions filled as a result of a promotion from within shall be considered temporary until the sixty (60) day probationary period is over.

3. Article V, Management Rights

Section 1: After the words "discipline, suspend and discharge employees" add "for just cause"

Create Section 2, Progressive Discipline:

The City agrees to apply progressive discipline in the following stages: verbal warning, written warning, suspension, termination. The department head shall have discretion to begin the progression at the point most suitable for the seriousness of the infraction, with the

"A"

understanding that all but illegal or similarly egregious infractions will begin at stage one. Verbal warnings shall be removed from an employee's personnel file after nine months provided that there are no additional disciplinary issues during that period. Written warnings shall be removed from an employee's personnel file after eighteen months provided that there are no additional disciplinary issues during that period. However, if additional, similar disciplinary issues arise, past instances may be considered regardless of the time standards outlined above.

4. Article VI, Grievance and Arbitration Procedure

Section 3 – Steps in Grievance Procedure

Steps 1 and 2: Change within three (3) working days to five (5) working days

Step 3: Change fifteen (15) working days to thirty (30) working days

Create New Step 4: If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the City Manager is due, by written notice to each other, request conciliation with the appropriate agency of the Commonwealth of Massachusetts that has jurisdiction to hear such matters (D.L.R.).

New Step 5, revise so reads: If the grievance is still unsettled, after conciliation, either party may, within thirty (30) calendar days after the conciliation, by written notice to each other, request arbitration.

Section 4 – Arbitration

4th paragraph: Add Department of Labor Relations as an option to American Arbitration Association.

5. Article XI, Hours of Work

Add to Section 3:

The City agrees to meet with the Union 30 days prior to posting any changes in the hourly work days.

Add to Section 5:

At the discretion of the department head, Building Inspectors who are not yet fully certified shall be allowed to work in excess of 35 hours per week, up to 40 hours per week, not inclusive of overtime as described in Article XII. This exception applies only to those Inspectors who are actively in the process of becoming certified but are not yet certified through no fault of their own.

6. Article XV, Holidays

Delete 2nd paragraph: "In order to be eligible to be paid for any holiday, employees otherwise eligible therefor, must be on the payroll for at least three (3) days during the payroll week in which the holiday occurs."

7. Article XVII, Sick Leave

Section 4, Sick leave buy-back

Change last sentence of first paragraph so benefit is paid out according to calendar, not fiscal, year:

"Such payment shall be made in January for the prior calendar year. No bargaining unit member will be negatively impacted by this change."

8. Article XXVIII, Miscellaneous

Section 5: Change "permanent employee" to "bargaining unit employee"; delete entire second paragraph which reads: "This Section does not create any rights or obligations in the event a permanent employee as defined in this Agreement is laid off."

Section 12: Add paragraph so it reads as follows:

Any employee in this Unit operating a city vehicle will be subject to drug and/or alcohol testing regardless if they possess a Commercial Driver's license and agree to follow the Dept. of Transportation Testing Act.

All employees who operate a city vehicle, who violate the City's Department of Transportation Drug and Alcohol Testing Policy will be placed on paid administrative leave utilizing the employees accrued sick and/or vacation leave benefits until the employee completes the EAP/SAP assessment and subsequently tests negative for his/her return to duty drug and/or alcohol test. An employee who violates the City's Department of Transportation Drug and Alcohol Testing Policy for a second time, will be suspended for thirty unpaid working dates and must complete the EAP/SAP assessment and subsequently test negative for his/her return to duty drug and/or alcohol test. A third violation of the City's Department of Transportation Drug and Alcohol Testing Policy will result in termination.

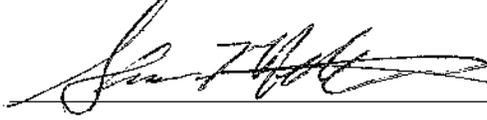
9. Contract Provisions

a. All provisions of this Memorandum of Understanding shall be incorporated into a complete Collective Bargaining Agreement for the period of July 1, 2015 to July 30, 2018, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

b. Except as modified herein, all provisions of the Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this _____ day of _____, 2016.

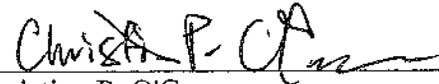
MVEA Inspectors

 (6-17-16)

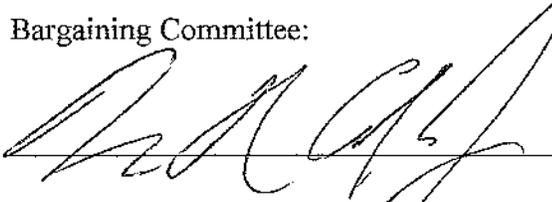
Kevin J. Murphy, City Manager

Approved as to Form:

Bargaining Committee:



Christine P. O'Connor
City Solicitor

 6/17/16

Keith Rudy Sr. (6-17-16)
(M.V.E.A. Business Agent)

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 406

Meeting: **City of Lowell City Council**

Subject: **Vote-Auth Mgr Ex. MOU The Association of Traffic Supervisors 7.1.15-6.30.18**

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and the Association of Traffic Supervisors covering the period of July 1, 2015 through June 30, 2018.

In accordance with Massachusetts General Laws, Chapter 150E, §7(b), the Memorandum of Understanding between the City of Lowell and the Association of Traffic Supervisors covering the period July 1, 2015 through June 30, 2018 has been executed by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and the Lowell Traffic Supervisors Association, which Memorandum covers the items negotiated over the past few months with UNION; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to this Memorandum of Understanding to the Association of Traffic Supervisors; and

The City Manager requests and recommends approval of the Agreement, a copy of which is attached and marked "A".

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

That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and the Association of Traffic Supervisors covering the period July 1, 2015 through June 30, 2018, and further authorize the expenditure of funds for this Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
THE ASSOCIATION OF TRAFFIC SUPERVISORS**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2015 – JUNE 30, 2018**

The City of Lowell ("the CITY") and the Association of Traffic Supervisors ("the ASSOCIATION"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary:

- a. There shall be a 0% increase in salary for all employees in the Union, for the fiscal year July 1, 2015 to June 30, 2016.
- b. There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2016 to June 30, 2017.
- c. There shall be a 3% increase in salary for all employees in the Union, for the fiscal year July 1, 2017 to June 30, 2018.

In the event that another bargaining unit receives a wage increase greater than the 0-3-3% for the years 2015-2018 or otherwise adds a monetary increase to their current departmental appropriation for fiscal year 2017, the Traffic Supervisors shall be allowed to reopen negotiations for the years 2015-2018. In no event shall any reopened negotiations result in an increase greater than the increase that caused negotiations to be reopened.

2. Salary:

Effective July 1, 2016, and before the calculated 3% salary increase, the wage for Traffic Supervisors will be \$12.00 per hour.

3. Article XIV, Miscellaneous Provisions

Add to Section 13: The Association agrees that it will meet quarterly with the Superintendent of Police.

4. Article XIV, Miscellaneous Provisions

Add a Section 15: Members will be provided with City email addresses.

5. Contract Provisions

- a. All provisions of this Memorandum of Understanding shall be incorporated into a complete Collective Bargaining Agreement for the period of July 1, 2015 to July 30, 2018, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
- b. Except as modified herein, all provisions of the Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 7 day of June, 2016.

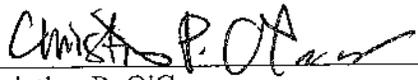
The Association of Traffic Supervisors

Kevin J. Murphy, City Manager



Judy Murphy, Representative

Approved as to Form:



Christine P. O'Connor
City Solicitor

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 407

Meeting: **City of Lowell City Council**

Subject: **Vote-Apply/Accept/Expend \$53,799 Edward Byrne Memorial Justice
Assistance Grant (JAG) Program FY 2016**

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to Apply, Accept and Expend Funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2016 in the amount of Fifty Three Thousand Seven Hundred Ninety Nine and 00/100 (\$53,799.00) Dollars.

The City of Lowell is desirous of applying for a Grant from the Edward Byrne Memorial Justice Assistance Grant (JAG); and

The Grant will make available to the City the sum of Fifty Three Thousand Seven Hundred Ninety Nine and 00/100 (\$53,799.00) Dollars to retain civilian staff members, to support on-going training and community education as well as the continued growth and enhancement of the Lowell Police Department Crime Analysis and Intelligence Unit.

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

That the City Manager be and is hereby authorized to apply, accept and expend funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2016 in the amount of Fifty Three Thousand Seven Hundred Ninety Nine and 00/100 (\$53,799.00) Dollars to retain civilian staff members, to support on-going training and community education as well as the continued growth and enhancement of the Lowell Police Department Crime Analysis and Intelligence Unit.

BE IT FURTHER VOTED:

That the City Manager, on behalf of the City of Lowell, be and hereby is, authorized to execute any and all documents necessary in connection with said grant, including the expenditure thereof.

Disclosure of Pending Applications

The LPD has three pending applications for funding, which are listed below. Please note, these applications are not for the same project the LPD is applying for through the FY2016 Edward Byrne Memorial Justice Assistance Grant. However, they are being disclosed as each of the applications includes funding for a Crime Analyst and the Research Analyst. The particular Crime Analyst for whom funding is being requested in this application is also listed in the budgets for the Smart Policing Initiative and Prescription Drug Monitoring Program grants. The combined annual salary requested for this position in these three applications is less than the total yearly salary for this employee. It is anticipated that this position will spend time on all three programs (if all are awarded), spending the percentage of time on each project as outlined in the respective budgets.

Funding is also being requested in each application listed below for the Research Analyst. The Research Analyst plays a critical role in overseeing grant-funded projects, working with community-based partners, including research partners (all three grants listed below involve research partners) and evaluating whether projects are on track to meet their stated goals and objectives. The position will work on all of these projects, spending the percentage of time on each project as outlined in the respective budgets. In the case that all four grants are awarded, JAG Local funding for this position will likely be utilized in the fourth year of the grant period, which will be after the other funding for the other three programs has ended.

Federal Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/BJA	FY 2016 Smart Policing Initiative (BJA-2016-9208)/Lowell CO-OP and Project CARE	No specific point of contact listed. Phone number provided on solicitation: (800) 518-4726
DOJ/BJA	FY 2016 Harold Rogers Prescription Drug Monitoring Program (BJA-2016-9201)	No specific point of contact listed. Phone number provided on solicitation: (800) 518-4726
DOJ/BJA	FY 2016 Byrne Criminal Justice Innovation Program: Planning and Implementation Category (BJA-2016-9481)	No specific point of contact listed. Phone number provided on solicitation: (800) 518-4726

Attachment 2: Budget Summary

A. Personnel	<u>\$41,419.10</u>
B. Fringe Benefits	<u>\$0.00</u>
C. Travel	<u>\$5,000.00</u>
D. Equipment	<u>\$0.00</u>
E. Supplies	<u>\$2,000.00</u>
F. Contracts/Consultants	<u>\$0.00</u>
G. Other Costs	<u>\$5,379.90</u>
TOTAL PROGRAM COSTS	<u>\$53,799.00</u>

Attachment 2: Budget Detail Worksheet and Budget Narrative

A. Personnel **\$ \$41,419.10**

Name and Position	Computation	Cost
Matthew Missett, Research Analyst, Research and Development Unit	\$45,000 x 40.9313% x 1 year	\$18,419.10
Alison Audette, Crime Analyst, Crime Analysis and Intelligence Unit	\$45,000 x 51.1111% x 1 year	\$23,000
Total		\$41,419.10

The Research Analyst, Matthew Missett, works on all of the Research and Development Unit's projects. He will collect data and conduct analysis to ensure that all evidence-based programs are meeting stated goals and objectives. He is also responsible for analyzing the criminal justice and evidence-based programs within the Department and researches other evidence-based programs that could be implemented in the future.

The Crime Analyst, Alison Audette, is responsible for collating and analyzing data that assists the LPD with investigations and deployment decisions. She also creates crime bulletins relating to repeat offenders, active investigations, and officer safety information and disseminates them throughout the department. Her work allows the LPD's Command Staff to better understand crime trends and their root causes, so they can make informed decisions about how to deploy resources. This position is also instrumental in the LPD's ability to track data required to complete grant progress reports.

B. Fringe Benefits **\$ 0.00**

Item	Computation	Cost

No funds requested.

C. Travel **\$ \$5,000.00**

Item	Computation	Cost
Local Training - TBD	Mileage - .55/mile x 181.82 miles	\$100
	Hotel Costs – 2 staff x 150 x 2 nights	\$600
	Per Diem Costs – 2 staff x \$50/day x 2 days	\$200
	Registration Fees – 2 staff x \$550	\$1,100

National Training - TBD	Airfare - \$500 x 2 people	\$1,000
	Hotel - \$200/night x 2 people x 4 nights	\$1,600
	Per diem \$50/day x 2 people x 4 days	\$400
Total		\$5,000

The LPD will seek out both in state and national trainings that will benefit its employees. The LPD is confident that these trainings will increase the knowledge and expertise of staff members and provide them with the tools and resources they need to better serve the community. Trainings LPD employees have attended in the past have included events hosted by organizations such as the International Association of Chiefs of Police (IACP), the International Association of Crime Analysts (IACA) and the Police Executive Research Forum (PERF). The LPD will work to identify the most relevant trainings available to meet the needs of the department. The LPD will ensure that all federal, state, and local travel policies are adhered to.

D. Equipment \$ 0.00

Item	Computation	Cost

No funds requested.

E. Supplies \$ 2,000.00

Item	Computation	Cost
Misc. office supplies	\$100/months x 12 months	\$1,200.00
Toner	4 toners x \$200/each	\$800.00
Total		\$2,000

The LPD will utilize a small portion of funds for office supplies. The department will purchase pens, paper, folders, printer toner, etc. for grant-funded personnel.

F. Contracts/Consultants \$ 0.00

Name of Consultant/Contracts	Services Provided	Computation	Cost

No funds requested.

G. Other Costs \$ 5,379.90

Item	Computation	Cost
Administrative Costs: Matthew Missett, Research Analyst, Research and Development Unit	\$45,000 x 11.9553% x 1 year	\$5,379.90
Total		\$5,379.90

A portion of JAG funding will be used for administrative costs related to managing the grant. Administrative costs will cover expenses associated with completing BJA reports, submitting all required documentation and responding to requests from BJA. They will also cover staff time used to communicate with internal partners and external organizations (such as agencies conducting trainings LPD staff will attend using JAG funding) related to this grant. These activities will be carried out by the Research Analyst, Matthew Missett.

Total Program Costs: \$53,799.00

Project Abstract

The City of Lowell, MA Police Department (LPD) will utilize FY2016 Edward Byrne Memorial Justice Assistance Grant funding to support civilian staff in the Research and Development and Crime Analysis and Intelligence Units. Funding will also be used for training (including travel). The project will be known as the LPD Civilian Retention and Training Project. This funding will support a portion of two civilian staff members. The funding will be instrumental in retaining a Research Analyst from the Research and Development Unit and a Crime Analyst in the Crime Analysis and Intelligence Unit. As a result of significant decreases in local aid and grant funding in recent years, these positions would be in danger of being eliminated without the assistance of this JAG Local funding. Funds will also be used to support training to ensure the most up to date, evidence-based practices are being utilized throughout the department. Funding will also be used for office supplies including toner, pens, paper and folders. By retaining civilian staff members and providing additional training, the LPD will be able to focus on the following goals: maintain the departmental community and problem-oriented policing philosophy, utilize evidence-based strategies to improve public safety, locate and secure grant funding, and utilize crime data and intelligence to drive deployment decisions.

The following five project indicators are associated with the proposed project activities: community policing, data sharing linkage, program evaluation, research, and training/technical assistance.

Program Narrative

The City of Lowell is the 4th largest city in the Commonwealth of Massachusetts, with over 108,000 residents. Lowell is a very diverse community; it has been estimated that nearly one-third of residents have emigrated from a variety of countries including Cambodia, Brazil, Portugal, and several African nations. The Lowell Police Department (LPD) currently consists of 245 sworn full-time officers who are responsible for patrolling 14.5 square miles. Additionally, 106 full and part-time civilian staff members support operations in various capacities including: dispatch, records management, community outreach, grant and fiscal management, research and development, crime analysis, management information systems.

Since the mid-1990's, the LPD has been considered a leader in community policing. In fact, the LPD is part of the Advancing 21st Century Policing Initiative, which is a small cohort of law enforcement agencies from across the nation that have made significant strides in implementing the recommendations of the President's Task Force on 21st Century Policing. Civilian staff members have been integral in allowing the department to implement evidence-based, problem-oriented policing strategies, by allowing the department to deploy more sworn officers in patrol and investigative services. Over the years, these civilian staff members have become instrumental members of this organization, with departmental expertise that assists the LPD in achieving its overall goal of making Lowell the safest city possible for those who live, work and visit the City. The LPD currently maintains numerous critical civilian staff members completely with state and federal grant funding. Since 2008, the City of Lowell, like many cities nationwide, has been struggling financially. While the City budget stabilized in recent years, a state level budget crisis led to a reduction in local aid. Most City departments had to cut spending in various areas to avoid staff layoffs. As a result, there is limited room for civilian personnel in the LPD budget. With the City still experiencing financial strain, the LPD will utilize this grant funding to support the partial salaries of two employees, one from the Crime Analysis and Intelligence Unit and one from the Research and Development Unit.

In addition to retaining civilian staff members, a portion of funding will be utilized for travel to training opportunities. The LPD feels it is important to support professional development throughout its staff, as this will lead to better equipped, more productive employees. The LPD also has a limited budget for supplies, which has been cut further in the Fiscal Year 2017 budget; therefore, a small portion of funds will be utilized to purchase necessary office supplies for grant funded staff.

Research Analyst (Research and Development Unit)

The Research Analyst works on all of the LPD's grant-funded programs. He will collect data and conduct analysis to ensure that all evidence-based programs are meeting stated goals and objectives. He is also responsible for analyzing the criminal justice and evidence-based programs

within the Department and researches other evidence-based programs that could be implemented in the future. The Research Analyst will also be responsible for collecting data for this solicitation's performance measures and report quarterly accountability metrics through the BJA's Performance Management Tool.

Crime Analyst (Crime Analysis and Intelligence Unit)

The LPD will also fund a portion of a Crime Analyst's salary. She reviews, collates, analyzes and disseminates key information in support of the LPD's operational, administrative and investigative efforts. The Analyst participates in the department's bi-weekly Compstat meetings. She also creates crime bulletins relating to repeat offenders, active investigations, and officer safety information and disseminates them throughout the department. The Crime Analyst is essential to the LPD's overall mission as her work assists the department to effectively deploy officers to hot spot locations and ensures that the LPD is implementing data-driven approaches to proactively prevent crime.

Travel

The LPD will utilize funding for staff training, which will include travel costs. The department will identify trainings that will benefit employees by assisting them in developing vital skills for their position. Trainings may include both national and local trainings and conferences. Some of the potential training opportunities and conferences include those hosted by the International Association of Chiefs of Police (IACP), the International Association of Crime Analysts (IACA) and the Police Executive Research Forum (PERF).

Supplies

A small portion of funding will be utilized to purchase office supplies for grant-funded staff, including toner, pens, paper and folders. The supplies will be used by the Research and Development Unit and Crime Analysis and Intelligence Unit staff members to print reports, crime maps and other important documents.

Administrative Costs: Research Analyst (Research and Development Unit)

A portion of funding will be utilized to offset administrative costs incurred related to the management of the grant. Specifically, the Research Analyst will dedicate time to tracking and analyzing data to be used in programmatic reports, completing BJA reports, submitting required documentation and responding to requests from BJA. The Research Analyst will also identify and research training opportunities for LPD staff to be funded by this grant.



William M. Taylor
Superintendent

Deborah Friedl
Deputy Superintendent

Jonathan Webb
Deputy Superintendent

To: Kevin Murphy
City Manager

From: William Taylor
Superintendent of Police

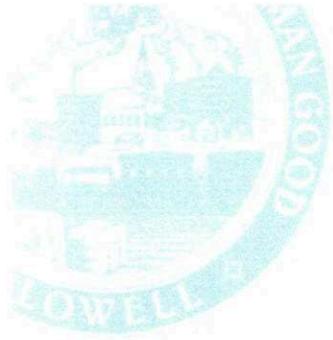
Date: June 7, 2016

Re: Edward Byrne Memorial Justice Assistance Grant FY 2016

The Lowell Police Department is applying for the Edward Byrne Memorial Justice Assistance Grant FY 2016 grant solicitation in the amount of \$53,799. Prior to the submission of the application must be made available for public review in order to allow community members an opportunity to comment. Therefore, we respectfully request that this application be reviewed during the City Council meeting on June 14, 2016. I have included an abstract of the grant for your reference.

The City of Lowell, MA Police Department (LPD) will utilize FY2016 Edward Byrne Memorial Justice Assistance Grant funding to support civilian staff in the Research and Development and Crime Analysis and Intelligence Units. Funding will also be used for training (including travel). The project will be known as the LPD Civilian Retention and Training Project. This funding will support a portion of two civilian staff members. The funding will be instrumental in retaining a Research Analyst from the Research and Development Unit and a Crime Analyst in the Crime Analysis and Intelligence Unit. As a result of significant decreases in local aid and grant funding in recent years, these positions would be in danger of being eliminated without the assistance of this JAG Local funding. Funds will also be used to support training to ensure the most up to date, evidence-based practices are being utilized throughout the department. Funding will also be used for office supplies including toner, pens, paper and folders. By retaining civilian staff members and providing additional training, the LPD will be able to focus on the following goals: maintain the departmental community and problem-oriented policing philosophy, utilize evidence-based strategies to improve public safety, locate and secure grant funding, and utilize crime data and intelligence to drive deployment decisions.

Please note that this grant application has been approved by the Grant Oversight Committee.



The City of Lowell • Police Department
JFK Civic Center • 50 Arcand Drive • Lowell, MA 01852
P: 978.674.4500 • F: 978.970.0455
www.LowellPolice.com

William M. Taylor
Superintendent

Deborah Friedl
Deputy Superintendent

Jonathan C. Webb
Deputy Superintendent

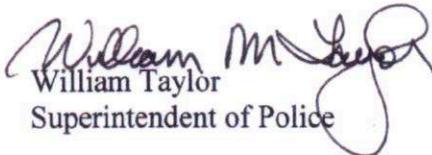
June 1, 2016

City Council
City of Lowell
375 Merrimack Street
Lowell, MA 01852

Dear City Councilors,

The Lowell Police Department was recently informed that the department is eligible for \$53,799 under the FY 2016 Edward Byrne Memorial Justice Assistance Local Grant (JAG). Prior to the submission of the application the LPD must ensure that it is made available for public review in order to allow community members an opportunity to comment. Therefore, we respectfully request that this application is reviewed during the City Council Meeting held on June 14, 2016. The LPD will also post a link on the department's website allowing citizens to review the application and provide comment.

Sincerely,


William Taylor
Superintendent of Police

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 413

Meeting: **City of Lowell City Council**

Subject: **Vote-Auth Mgr Ex. Construction Access Agreement between UML and City
re: Marginal Street Sewer Relief Pipe Project**

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to Execute a Construction Access Agreement between the City of Lowell and University of Massachusetts Lowell relative to the City's Marginal Sewer Relief Pipe Project, a portion of which will be constructed on and under University's Riverview Parking Lot (the "Riverview Lot") located at 900 Broadway Street, Lowell.

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

That the City Manager be and he is hereby authorized to execute an Agreement between the City of Lowell and University of Massachusetts Lowell relative to the City's Marginal Sewer Relief Pipe Project, a portion of which will be constructed on and under University's Riverview Parking Lot (the "Riverview Lot") located at 900 Broadway Street, Lowell. Said Agreement shall be in the form or substantially the form attached hereto.

V:agreement/constructionaccess

CONSTRUCTION ACCESS AGREEMENT
between
THE UNIVERSITY OF MASSACHUSETTS LOWELL,
and
THE CITY OF LOWELL

Relative to the Marginal Street Sewer Relief Pipe Project

This Construction Access Agreement is made and entered into by the City of Lowell and its Regional Wastewater Utility (collectively the "City") and the University of Massachusetts Lowell (the "University") in support of the City's Marginal Street Sewer Relief Pipe Project, a portion of which will be constructed on and under the University's Riverview Parking Lot (the "Riverview Lot") located at 900 Broadway Street in Lowell, Massachusetts.

Whereas the City plans to complete an infrastructure construction project to install a sanitary sewer relief pipe connecting existing sewer infrastructure located under Marginal Street with existing sewer infrastructure that is located between Pawtucket Street and the Merrimack River;

Whereas the proposed routing of the relief pipe includes a section to be located on and under 900 Broadway Street, which is owned by the Commonwealth of Massachusetts and is under the operational control of the University;

The parties hereby agree to the following terms under which the University will allow the City and its Contractors construction access to the portion of 900 Broadway Street shown on the plan attached hereto as Exhibit A (the "Construction Access Area") in order to complete the project outlined above.

1. The City and its Contractors shall have the non-exclusive right to access and perform work in the Construction Access Area beginning on May 16, 2016 and ending on August 19, 2016.
2. The City and its Contractors shall comply with all drawings, notes, details, and specifications shown on Exhibit A.
3. The City and its Contractors shall perform all work in accordance with the contract details, and specifications attached hereto as Exhibit B.
4. The City and its Contractors shall establish a temporary construction access to the Construction Access Area directly off of Pawtucket Street where shown on Exhibit A. All construction access shall be via this temporary construction access and no construction access shall be permitted over, on, or through the remaining portion of 900 Broadway Street not included in the Construction Access Area. At the conclusion of the project, the City and its Contractors shall restore the area impacted by the temporary construction access to its preconstruction conditions, including installation of new ornamental fencing where shown on Exhibit A to match the existing adjacent ornamental fence and replacement of any trees removed with trees of the same species (minimum 3.5" caliper). The City and its Contractors shall endeavor to minimize impact to existing trees.
5. The City and its Contractors shall endeavor to not damage or disturb existing utility or subsurface drainage infrastructure within the Construction Access Area. The City and its

Contractors shall promptly repair or replace any damage to subsurface drainage infrastructure or existing utilities caused by their work.

6. Prior to August 19, 2016, the City shall remove the top course of paving within the entirety of the Construction Access Area and place a new top course of paving over the entirety of the Construction Access Area. The City shall also install pavement markings over the newly paved area using thermoplastic marking paint, consistent with the parking layout included in the contract documents.
7. The City and its Contractors shall install a temporary construction fence at the eastern extent of the Construction Access Area to prevent conflicts with active use of the remaining area of the Riverview parking lot during the construction period. Any driven fence posts must be within the bounds of the temporary easement area and the holes in the binder must be patched prior to repaving of the top course.
8. The City shall be responsible, at its sole expense, for all hazardous materials encountered in any construction excavation made in furtherance of this project and as delineated in the contract documents. In the event that hazardous materials are encountered in the construction excavation by the City or its Contractors, the City shall attain closure of any releases in the construction excavation to a standard that permits the current use of the Construction Access Area as a paved parking lot under applicable laws or regulations of the MassDEP or U.S. EPA. This section shall only apply to hazardous materials encountered within the construction excavation. The City shall not be responsible for any other hazardous materials encountered inside or outside the Construction Access Area as delineated in the contract documents.
9. The University shall work with the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM), as required, to establish a permanent easement or license for said sewer infrastructure. The parties acknowledge that a permanent easement will require legislative authorization by the Massachusetts General Court as well as approval and execution by DCAMM. The City, at its sole expense, shall prepare all surveys, legal descriptions, and other documents to support the permanent easement or license and shall be responsible for all recording costs for said easement or license.
10. The City shall be responsible, at its sole expense, for all design engineering, permitting, compliance, police details, and similar third party services as may be required to complete its work within the Construction Access Area.
11. Each party shall be responsible for its own negligent acts or omissions, and the negligent acts or omissions of its employees, officers, or directors to the extent permitted by law. Further, each party agrees to maintain for the term of this Agreement insurance or a program of self-insurance in an amount that will be sufficient to cover its obligations hereunder and upon request will provide the other party with proof of such insurance coverage.
12. Each of the undersigned represents and warrants that it is authorized to execute this Agreement on behalf of the respective parties to the Agreement and that this Agreement, when executed by those parties, shall become a valid and binding obligation, enforceable in accordance with its terms.

This agreement shall become effective as of the date of signing.

This agreement requires a vote of the Lowell City Council prior to execution by the City Manager.

Any notices or other written requirements or proposed amendments to the memorandum shall be sent to the following addresses:

Executive Director
Lowell Regional Wastewater Utility
451 First Street Boulevard Route 110
Lowell, Massachusetts 01850

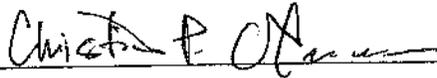
Office of the City Manager
City of Lowell
375 Merrimack Street
Lowell, Massachusetts 01852

Law Department
City of Lowell
375 Merrimack Street, Third Floor
Lowell, Massachusetts 01852

Associate Vice Chancellor
UMass Lowell Facilities Management
600 Suffolk Street, Suite 450
Lowell, MA 01854

In witness thereof, the parties hereto have subscribed their name, the day, month, and year aforesaid.

Approved as to form:



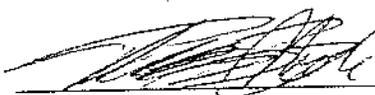
Christine O'Connor, City Solicitor

5/18/16

Date

Kevin J. Murphy, Lowell City Manager

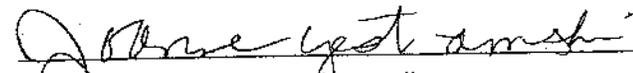
Date



Thomas Hoole, Chief Procurement Officer
University of Massachusetts Lowell

5/18/16

Date



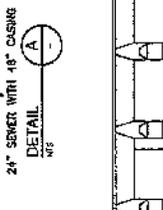
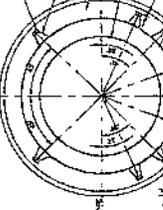
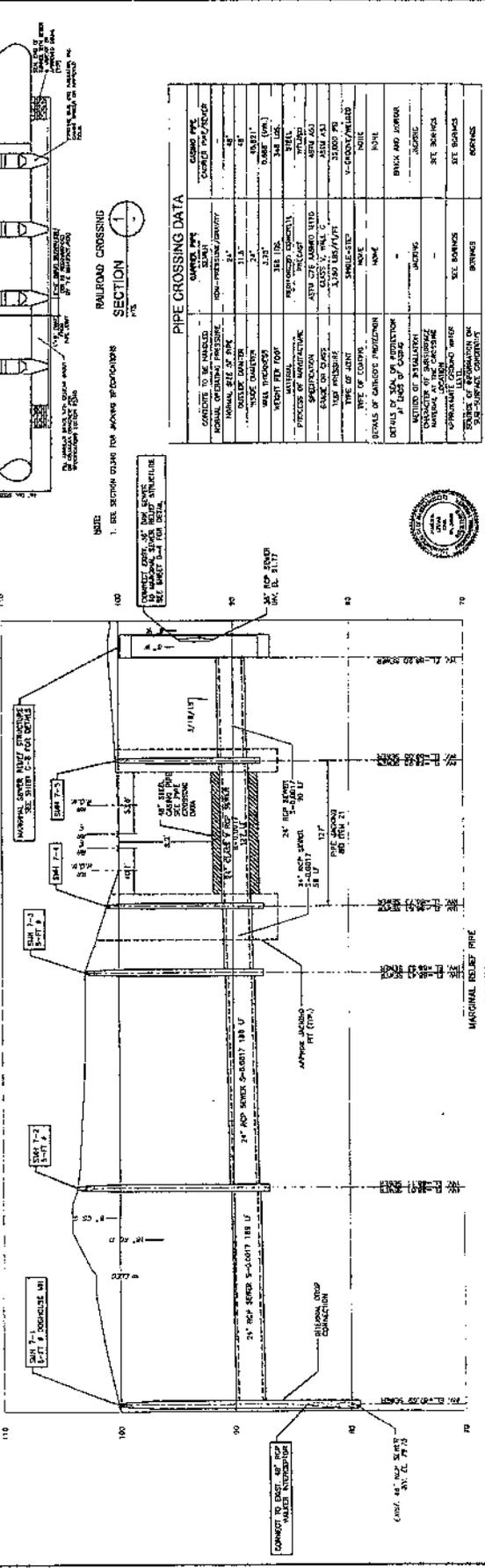
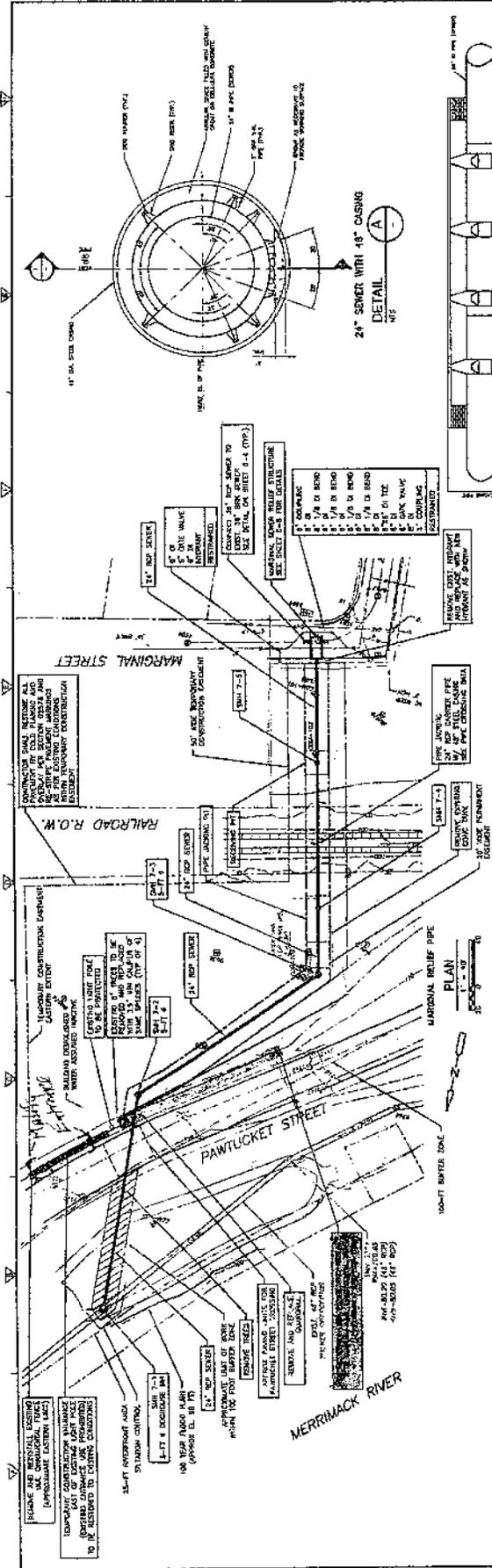
Joanne Yestramski, Vice Chancellor
University of Massachusetts Lowell

5/19/16

Date

Exhibit A – Plan of Construction Access Area

Exhibit B – Construction Documents



PIPE CROSSING DATA

NO.	DESCRIPTION	DEPTH (FT)	WIDTH (FT)	TYPE OF CROSSING	REMARKS
1	RAILROAD CROSSING	11.5	24	UNDERPASS	SEE SECTION 1 FOR JOINTS AND CONNECTIONS
2	RAILROAD CROSSING	11.5	24	UNDERPASS	SEE SECTION 1 FOR JOINTS AND CONNECTIONS
3	RAILROAD CROSSING	11.5	24	UNDERPASS	SEE SECTION 1 FOR JOINTS AND CONNECTIONS
4	RAILROAD CROSSING	11.5	24	UNDERPASS	SEE SECTION 1 FOR JOINTS AND CONNECTIONS
5	RAILROAD CROSSING	11.5	24	UNDERPASS	SEE SECTION 1 FOR JOINTS AND CONNECTIONS
6	RAILROAD CROSSING	11.5	24	UNDERPASS	SEE SECTION 1 FOR JOINTS AND CONNECTIONS
7	RAILROAD CROSSING	11.5	24	UNDERPASS	SEE SECTION 1 FOR JOINTS AND CONNECTIONS
8	RAILROAD CROSSING	11.5	24	UNDERPASS	SEE SECTION 1 FOR JOINTS AND CONNECTIONS
9	RAILROAD CROSSING	11.5	24	UNDERPASS	SEE SECTION 1 FOR JOINTS AND CONNECTIONS
10	RAILROAD CROSSING	11.5	24	UNDERPASS	SEE SECTION 1 FOR JOINTS AND CONNECTIONS

LOWELL REGIONAL WASTEWATER UTILITY
LOWELL, MASSACHUSETTS
DECATUR WEST STORMWATER MANAGEMENT AND
MARGINAL SEWER RELIEF PIPE

EXHIBIT "A"

MARGINAL SEWER RELIEF PIPE AND DETAILS

DATE: 11-10-07 BY: JTC

CDM Smith
CORPORATION
100 STATE STREET, SUITE 200
LOWELL, MASSACHUSETTS 01851
PHONE: 978.465.1234
FAX: 978.465.1235
WWW.CDMSMITH.COM

PROJECT NO. 07-011
SHEET NO. C-7



MARK A. YOUNG
EXECUTIVE DIRECTOR

LOWELL REGIONAL WASTEWATER UTILITY

WASTEWATER COLLECTION AND TREATMENT



SERVING
LOWELL
CHELMSFORD
DRACUT
TEWKSBURY
TYNGSBORO

MEMORANDUM....

TO: Kevin J Murphy, City Manager

FROM: Mark A Young, Executive Director

DATE: June 9, 2016

The proposed construction access agreement with UMass-Lowell (UML) will authorize the Lowell Regional Wastewater utility's contractor (RJV Construction Corp) to excavate in UML's South Campus Parking Lot and install a sewer relief pipe through this parking lot.

The sewer relief pipe will eliminate nearby overflows of sewage onto Marginal and Foster streets during heavy rainfall. These overflows, which present a serious public nuisance for residents and businesses, will be resolved with the installation of a 600-foot long sewer pipe from Marginal Street to an interceptor pipe alongside Pawtucket Street.

The project is scheduled to be done this summer, while the parking lot is not fully utilized. Once the pipe is installed, the contractor will restore the parking lot to its original condition with new pavement, fencing, and landscaping.

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 414

Meeting: **City of Lowell City Council**

Subject: **Vote-Transfer \$2,000 Inspector Education Training**

Recommendation:

Background:

Attachments:

Comment

CITY OF LOWELL

COMMONWEALTH OF MASSACHUSETTS

VOTE

IN CITY COUNCIL:

ORDER,

To transfer to fund building inspector education reimbursement.

ORDERED,

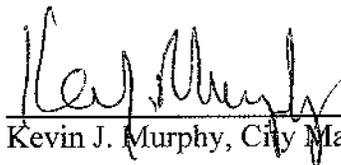
By the City Council of the City of Lowell, as follows:

That the amount of **Two Thousand and 00/100 (\$2,000.00) Dollars** be transferred:

FROM: Transfer Out – GF Fund 1721 Account # 17210020 598001 more fully described in Attachment A:

TO: Education Reimbursement - Account # 01824157-571800 more fully described in Attachment A;

ORDER RECOMMENDED AND INTRODUCED BY:



Kevin J. Murphy, City Manager

Transfer Form

Department:	Finance			
TRANSFER TO:				
Account #			Description	Amount
Org.	Object	Project		
01824157	571800		Education Reimburs.	\$ 2,000.00
			TOTAL	\$ 2,000.00
TRANSFER FROM:	Fund 1721			
Account #			Description	Amount
Org.	Object	Project		
17210020	598001		Transfer Out - GF	\$ 2,000.00
			TOTAL	\$ 2,000.00

Reason for Transfer: To fund building inspector education reimbursement



Department Head



Chief Financial Officer

"A"



Conor Baldwin
 Chief Financial Officer

MEMORANDUM

TO: Kevin J. Murphy, City Manager
 FROM: Conor Baldwin, Chief Financial Officer 
 CC: R. Eric Slagle, Director, Development Services
 DATE: June 8, 2016
 SUBJECT: Development Services Transfer

Eric Slagle, Director of the Division of Development Services in DPD has forwarded to me a request to transfer funds into DPD’s transportation reimbursement account. The funding source to cover these expenses is outside of the tax levy.

The fund, “148A Building/Fire Fines”, is a receipt reserved for appropriation fund held over from year-to-year for training and education of building code enforcement and fire officials. The receipts deposited in the fund are from fines associated with tickets written for violations of Massachusetts General Law Chapter 148A. Section 5 of the statute further provides the authority for cities and towns to appropriate these funds for restricted purposes. The revenue deposited into the account is segregated by violation type (whether fire code or building code violation) and distributed proportionately.

I have included a summary of the effected accounts below. Please do not hesitate to let me know if there are any questions.

Account Name	Original Budget	Previous Transfers	Revised Budget	YTD Expenditures (Actual)	Encumbrances	Balance Before Transfer	Transfer	Balance After Transfer
Fund #1721 - BLDG/ FIRE	\$ 32,674	\$ (3,010)	\$ 29,664	\$ -	\$ -	\$ 29,664	\$ (2,000)	\$ 27,664
DPD - Reimbursement/ Seminar	\$ 1,200	\$ 1,050	\$ 2,250	\$ 2,250	\$ -	\$ -	\$ 2,000	\$ 2,000



Kevin J. Murphy
City Manager

June 8, 2016

Mayor Edward J. Kennedy
And
Members of the Lowell City Council

Dear Mayor Kennedy and Members of the Lowell City Council,

I am hereby requesting that the City Council vote to transfer \$2,000 from the receipts reserved for appropriation account for building & fire code violations (148A) fines. It is important to note that this fund is unique and adds no additional burden to the tax levy. These fines will be used to fund educational expenses for local building inspectors/ plans examiners.

Enclosed with this letter is a memorandum from the Chief Financial Officer which outlines the details of the transfer. Please do not hesitate to let me know if there are any questions.

Sincerely,

Kevin J. Murphy
City Manager

CC: Conor Baldwin, Chief Financial Officer
R. Eric Slagle, Director, Development Services
Shaun Shanahan, Building Commissioner

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 420

Meeting: **City of Lowell City Council**

Subject: **Vote-Accept/Expend \$100,000 from Lowell General Hospital to Health Dept
(feasibility study on substance abuse prevention in the Lowell School
District)**

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to accept and expend One Hundred Thousand (\$100,000.00) Dollars from Lowell General Hospital for the purpose of partnering with the Lowell Public Schools, University of Massachusetts Lowell and Project Learn in order to complete a feasibility study and initiate an evidence based pilot program on substance abuse prevention in the Lowell School District.

The City of Lowell through its Health Department has entered into an agreement for the purpose of funding a new program for evidence based school curriculum; and

The focus will be to strategize with Lowell Public Schools in implementing age-appropriate substance abuse prevention curriculum for student's grade 3 through grade 12; and

The Health Department staff will work with the School staff to integrate the evidenced based trainings into the curriculum; and

The Feasibility study will be conducted with the Center of Program Evaluation at the University of Massachusetts Lowell; and

The term of this agreement will commence July 1, 2016 and continue through June 30, 2018.

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

That the City Manager be and is hereby authorized in the name of the City of Lowell to accept and expend an award in the amount of \$100,000.00 to the Health Department from Lowell General Hospital for the purpose of partnering with Lowell Public Schools, University of Massachusetts Lowell and Project Learn in order to complete a feasibility study and initiate an evidence based pilot program on substance abuse prevention in the Lowell School District.

V:grant/health



Kerran Vigroux, BS, MPH
Director of Health & Human Services
978.674.1050

TO: Kevin J. Murphy, City Manager
Edward J. Kennedy, Mayor
Lowell City Council

FROM: Kerran Vigroux, Director of Health & Human Services *KV*

DATE: May 25th, 2016

SUBJ: \$100,000 Award to Health Department from Lowell General Hospital

Please be advised that the City of Lowell through its Health Department has been awarded One Hundred Thousand Dollars (\$100,000) from Lowell General Hospital for the purpose of partnering with the Lowell Public Schools, UMass Lowell and Project Learn in order to complete a feasibility study and initiate an evidence based pilot program on substance abuse prevention in the Lowell School District.

The funding will commence on July 1, 2016 and continue through June 30th, 2018. The plan is to reach three hundred students (300) in year one. The Health Department staff will work with the School staff to integrate the evidenced based trainings into the curriculum.

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 421

Meeting: **City of Lowell City Council**

Subject: **Vote-Approving certified project application for Kronos, Inc. and authorizing a Tax Increment Financing (TIF) Agreement for CP Associates, LLC**

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Approving certified project application for Kronos, Inc., and authorizing a Tax Increment Financing (TIF) Agreement for CP Associates, LLC.

Kronos, Inc. has applied for designation as a Certified Project under the Massachusetts Economic Development Incentive Program created by Chapter 23A of Massachusetts General Laws; and

Kronos, Inc. meets the minimum standards of the Economic Development Incentive Program and the local economic development goals and criteria established as part of the documents creating the Crosspoint Economic Opportunity Area (EOA); and

The proposed project is located at 900 Chelmsford Street, Lowell, Massachusetts; and

The project, as proposed, is consistent with and can reasonably be expected to benefit significantly from inclusion in the Crosspoint Economic Opportunity Area (EOA); and

The project will not overburden existing municipal services, infrastructure and utilities servicing 900 Chelmsford St. area; and

The project as described in the proposal will have a reasonable chance of increasing employment opportunities for residents of the Lowell Economic Target Area, thereby reducing blight, economic depression and reliance on public assistance; and

The project expects to create a minimum of four-hundred (400) new full-time jobs for residents of the Lowell Economic Target Area over the next five (5) years; and

The City of Lowell has agreed to offer Kronos, Inc. and CP Associates, LLC. a Tax Increment Financing Agreement, upon approval of the City Council. Said Agreement is incorporated by reference herein.

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

That the City Council of the City of Lowell approves the Kronos, Inc. and forwards said application for certification to the Massachusetts Economic Assistance Coordinating Council for its approval and endorsement.

BE IT FURTHER VOTED:

That the City Council of the City of Lowell authorizes the City Manager to enter into a Tax Increment Financing Agreement with Kronos, Inc. and CP Associates, LLC and authorizes its submission by the City Manager to the Massachusetts Economic Development Assistance Coordinating Council.

V:TIF/kronos

TAX INCREMENT FINANCING AGREEMENT
(Alternatively, the “Agreement”)
BETWEEN

THE CITY OF LOWELL
(Alternatively, the “City”)

KRONOS INCORPORATED
(Alternatively, the “Company”)

AND

CP ASSOCIATES, LLC
(Alternatively, the “Property Owner”)

This **AGREEMENT** is made as of this _____ day of _____, 2016 by and between the City, the Company and the Property Owner.

WHEREAS the City is a Massachusetts municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at 375 Merrimack Street, Lowell, MA 01852; and

WHEREAS the Company is a Massachusetts corporation having its principal office at 297 Billerica Road, Chelmsford, MA 01824, and is authorized to do business in Massachusetts; and

WHEREAS the Property Owner of Cross Point, 900 Chelmsford Street, Lowell, MA “The Property” is a limited liability company having its principal office at One Post Office Square, Boston, MA 02109, and is authorized to do business in Massachusetts; and

WHEREAS the Property Owner intends to lease the Property to the Company in connection with the Project as defined below; and

WHEREAS the Company engages in cloud-based workforce management software and currently occupies approximately 330,000 square- feet in Chelmsford with 1,306 employees; and

WHEREAS the project (the “Project”) will result in an estimated capital investment of \$54 million, including, \$44 million for hard and soft construction costs and \$10 million for personal property to accommodate corporate headquarters office space for the Company at the Property; and

WHEREAS the Company plans to relocate 1,306 full-time jobs from its current location in Chelmsford, MA to the Property, and

WHEREAS the Company plans to create 400 new, permanent full-time jobs at the Property, and

WHEREAS the Property is located within the boundaries of the Lowell & Chelmsford Economic Target Area (ETA) (as that term is used in Massachusetts General Laws, Chapter 23A, Section 3D, and referred to as the “ETA”); and

WHEREAS the City strongly supports increased economic development to provide additional jobs, expand business within the City, and to develop a healthy economy and stronger tax base; and

WHEREAS, On _____, Lowell City Council approved this TIF Agreement a copy of which approval is attached hereto as Exhibit “1”.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

THE CITY'S OBLIGATIONS

1. A Tax Increment Financing ("TIF") exemption (the "Exemption") is hereby granted to the Company by the City in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59, and Chapter 59, Section 5 of the Massachusetts General Laws. The Exemption shall be for a period of twelve (12) years (the "Exemption Term"), commencing in the fiscal year following the date that the Project is placed into service (i.e., pursuant to a certificate of occupancy; hereinafter referred to as the "Start Date"), and shall provide an exemption from taxation of the new incremental value of the Property resulting from the project as follows:

<i>Year</i>	<i>Exemption Percentage</i>
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	80%
Year 5	80%
Year 6	80%
Year 7	75%
Year 8	75%
Year 9	60%
Year 10	50%
Year 11	50%
Year 12	30%

2. The base valuation shall be the assessed value of the Property for the fiscal year prior to the fiscal year beginning July 1st in which the Property first becomes eligible under 760 CMR 22.05(4) for exemption pursuant to this Agreement.
3. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws and 760 CMR 22.05 (4)(b).
4. The Company is classified as a registered manufacturer by the Massachusetts Department of Revenue and is exempt from paying municipal personal property taxes.

THE COMPANY'S OBLIGATIONS

The City grants the Exemption to the Company and the Property Owner in consideration of and commitment of the following:

1. The Company shall retain one-thousand and three-hundred and six (1,306) full-time jobs and create four-hundred (400) new, permanent, full-time jobs as defined by 402 CMR 2.03 at its principal headquarters at Cross Point, 900 Chelmsford Street, over the first five years after the Start Date. The retained and new jobs shall be maintained in Lowell until the termination of this TIF Agreement.

2. The Company shall use commercially reasonable efforts to relocate its headquarters to the Property no later than September, 30th 2017.
3. The Company plans to invest an estimated \$18.5 million in capital investment including \$10 million for personal property to accommodate corporate headquarters office space for the Company at the Property; and
4. The Company, subject to applicable law and assuming equal qualifications, plans to use reasonable efforts to work with the University of Massachusetts Lowell, Middlesex Community College, the Lowell Career Center, the Massachusetts Department of Employment and Training, and other agencies, as appropriate, to hire qualified Lowell residents for the 400 new jobs proposed under this Project.
5. The Company's job retention and creation plans are outlined in the Employment, Job Creation & Workforce Analysis section of Economic Development Incentive Program (EDIP) application submitted to the State in connection with the Company's request for a TIF exemption (the "Application").
6. The Company shall submit annual reports on job retention and creation as well as new investments at the Property to the Massachusetts Economic Assistance Coordinating Council ("EACC") through the state's on-line portal for each year of the Application designation. The annual report shall include the number of permanent full-time jobs retained and created, and the value of Project capital investments with respect to the Property annually and on a cumulative basis.
7. If the Company does not meet its job creation and retention obligations as set forth in Paragraph 1 of this Section and the Application by the end of Year 5 and annually thereafter until the end of this TIF agreement, the City has the right to recapture the tax exemption benefits received by the Company retroactive from Year 1 of this TIF agreement pursuant to the following chart and the terms of Paragraph 7 of this Section:

	Job Creation		
	Proposed	50% Threshold	Bellow 50% Threshold
# of Jobs to be created /retained by Yr. 5	≥400	200	<200
Allowed tax benefits recapture by Yr. 5	0	50%	100%

8. If the City determines that a material variance has occurred between the Company's conduct and its obligations specified in Paragraphs 1, 2, 3, 4, 5, 6 or 7 of this Section, the City may take action to notify the EACC and/or request decertification of the Project by the EACC. Prior to taking any action to request decertification of the Project by the EACC or recapture any tax exemption benefits received by the Company pursuant to Paragraph 7 of this Section, the City shall give written notice of the alleged default to the Company and provide it a reasonable opportunity to meet with the City officials to discuss a remedy for the alleged default. The Company shall have thirty (30) days from the receipt of such written notice to respond to the City regarding any alleged default and one-hundred and twenty (120) days from the receipt of such written notice to remedy such alleged default. If the Company remedies any such alleged default within such time period, the City shall not take action to either decertify the Project or recapture any tax exemption benefits. If the Project is decertified, the City may discontinue the Tax Increment Financing Exemption benefits provided to the Company prospectively, commencing with the first fiscal year in which the Project is decertified.
9. If the Company plans to move from its principal office at 900 Chelmsford Street, the City shall be given sixty (60) days advance written notice.

10. The Company agrees on its continuing support to the Lowell community by engaging in community service and financial support to local non-for-profit organizations.
11. The Company agrees to join and maintain a membership with the Middlesex 3 Coalition to help foster economic development and job growth along the Route 3 Corridor.
12. The Company agrees to support the local business community by being open to utilizing qualified Lowell businesses whenever commercially reasonable possible during the Exemption Term.

THE PROPERTY OWNER'S OBLIGATIONS

1. The Property Owner plans to invest an estimated \$35.5 million for soft and hard construction costs and plans to rehabilitate Cross Point, Tower 1 and other portions of the Property in connection with the Project, to accommodate the Company's new headquarters
2. The Property Owner shall use commercially reasonable efforts to have the Project completed no later than July, 1st 2017.
3. The Property Owner agrees, whenever commercially reasonable possible, to generate local economic development benefit to the City throughout the construction phase of the Property by implementing local procurement of goods and services , and/ or by the anticipated employment of Lowell residents for skilled trade jobs performed at the Property.

OTHER CONSIDERATIONS

1. Pursuant to 760 C.M.R. 22.05(8) (d), this Agreement shall be binding upon the Company, their successors, assigns, the Property Owner and subsequent owners of the Property, and the City.
2. The matters described above as obligations of the Company and Property Owner are only conditions to the eligibility for tax exemptions under this Agreement, and do not create any enforceable obligations or covenants of the Company or Property Owner. The City's sole remedy for failure by the Company or Property Owner to satisfy any of its respective obligations and conditions is set forth in Paragraph 8 of the Company's Obligations section of this Agreement.
3. By execution of this Agreement, the Property Owner has assigned to and with regard to the future rights hereunder, assigns and passes on to Company, without the necessity of any notice, documentation and/or action real estate tax savings resulting from this Agreement to the Company.
4. This Agreement is subject to Massachusetts General Laws Chapter 23A, Section 3A-3F inclusive, Chapter 40, Section 59, and Chapter 59, Section 5, cl. 51, 760 CMR 22.00, and any other applicable statutes and regulations, all of which are incorporated herein in their entirety by reference.
5. Should any provision of the Agreement be declared or determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement.
6. The time within which the Company shall be required to perform any of the respective acts or obligations under this Agreement shall be extended to the extent that the performance of such acts or obligations shall be delayed by a Force Majeure Event and only for so long as said Force Majeure Event

has continued. A Force Majeure Event means any supervening events or occurrences, such as acts of God, earthquakes, fire, acts of terrorism, war, labor disputes, delays or restrictions by government bodies, or other causes that are beyond the reasonable control of the Company.

WITNESSETH the execution and delivery of this Agreement by the City, the Company and the Property Owner as an instrument under seal as of the date first above written.

AGREED TO:

KRONOS INCORPORATED

By: _____
Chris Todd
Senior Vice President of Operations
& Chief Services Officer

Date: _____

CITY OF LOWELL

By: _____
Kevin J. Murphy
City Manager

Date: _____

CP ASSOCIATES, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____
Susan LeMay
City Assessor

Date: _____

Approved as to Form:

By: _____
Christine O'Connor
City Solicitor

Date: _____

**ATTACHMENT
Property Map**

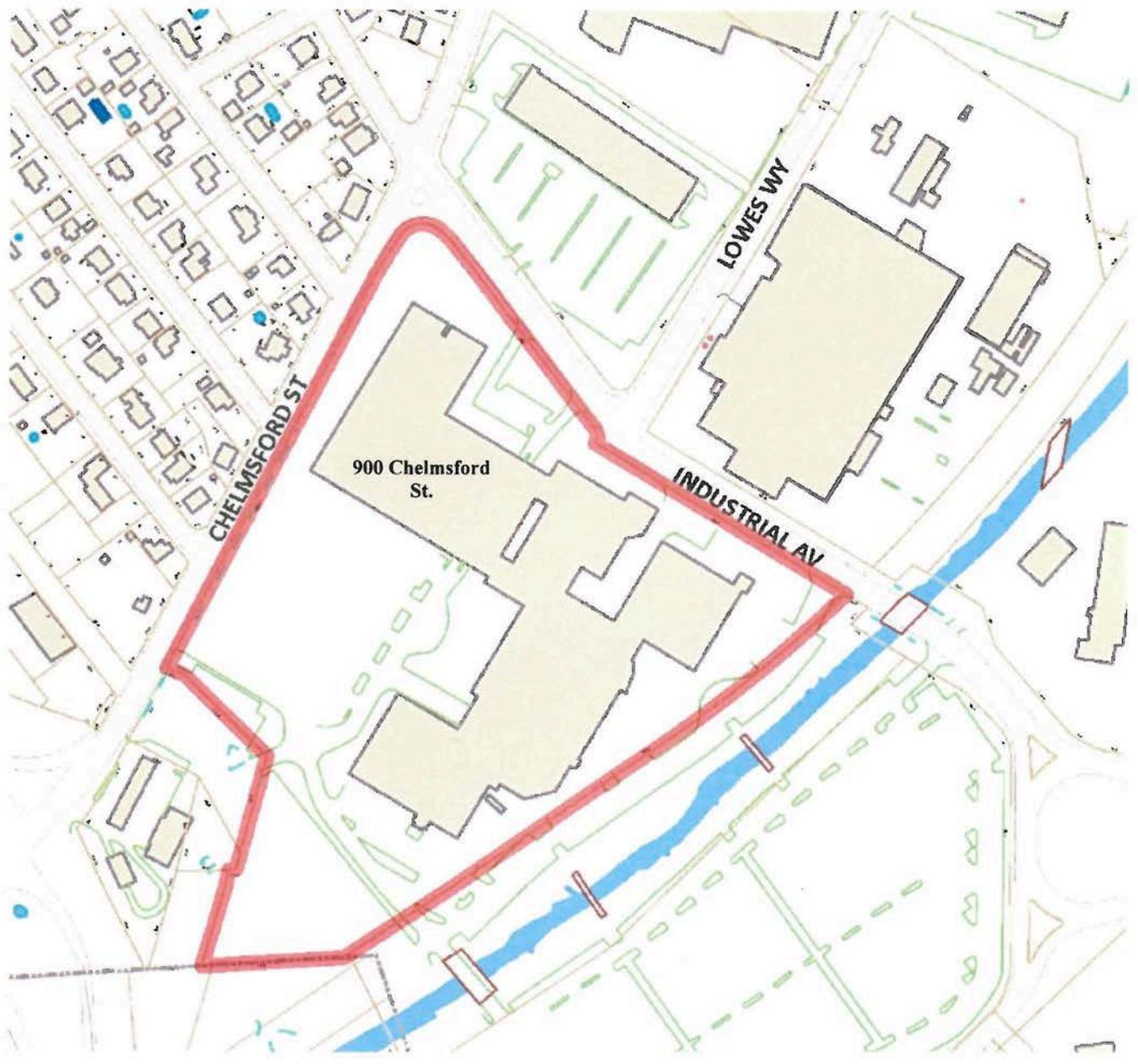


Exhibit 1: EDIP- City of Lowell TIF Proposal: Kronos (900 Chelmsford St) - updated: 06/08/16

Base Value (FY 16)*:	\$18,972,200
Total Private Investment:	\$54,000,000
Tax Rate(FY 15)	\$31.22/ \$1,000

FY	Municipal Tax Rate Per Thousand	Estimated Valuation- 900 Chelmsford St *	Incremental Assessed Value	Projected Annual RE Property Tax Bill for Incremental Assessed Value	TIF Yearly Exemption %	Exempted Annual RE Property Taxes
Base Year 2016	\$31.22	\$18,972,200.00	\$0.00	n/a	n/a	n/a
FY1**	\$31.22	\$26,996,336.00	\$8,024,136.00	\$250,513.53	100%	\$250,513.53
FY2	\$31.22	\$35,995,005.00	\$17,022,805.00	\$531,451.97	100%	\$531,451.97
FY3	\$31.22	\$36,990,573.00	\$18,018,373.00	\$562,533.61	100%	\$562,533.61
FY4	\$31.22	\$37,360,479.00	\$18,388,279.00	\$574,082.07	80%	\$459,265.66
FY5	\$31.22	\$37,360,479.00	\$18,388,279.00	\$574,082.07	80%	\$459,265.66
FY6	\$31.22	\$38,107,668.00	\$19,135,468.00	\$597,409.31	80%	\$477,927.45
FY7	\$31.22	\$38,679,304.00	\$19,707,104.00	\$615,255.79	75%	\$461,441.84
FY8	\$31.22	\$38,872,700.00	\$19,900,500.00	\$621,293.61	75%	\$465,970.21
FY9	\$31.22	\$39,261,427.00	\$20,289,227.00	\$633,429.67	60%	\$380,057.80
FY10	\$31.22	\$39,654,041.00	\$20,681,841.00	\$645,687.08	50%	\$322,843.54
FY11	\$31.22	\$40,050,582.00	\$21,078,382.00	\$658,067.09	50%	\$329,033.54
FY12	\$31.22	\$40,851,593.00	\$21,879,393.00	\$683,074.65	30%	\$204,922.39
Totals						
						\$4,905,227.19

Note: In Massachusetts, Proposition 2½ operates at the level of a municipality's total tax levy. Due to Proposition 2½, it is impossible to make reliable projections for individual parcels, whose taxes may increase much more or much less than the municipality

Average Annual Exemption = \$408,768

* corresponds to space occupied by the Project (Tower 1)

** Fiscal Yr. 1 will be the tax year when the building will be placed into service (no later than July, 1, 2017)

Exhibit 1: EDIP- City of Lowell TIF Proposal: Kronos (900 Chelmsford St)

Base Value (FY 16)**:	\$18,972,200
Total Private investment:	\$54,000,000
Tax Rate(FY 15)	\$31.22/ \$1,000

FY	Municipal Tax Rate Per Thousand	Estimated Valuation- 900 Chelmsford St *	Incremental Assessed Value	Projected Annual RE Property Tax Bill for Incremental Assessed Value	TIF Yearly Exemption %	Exempted Annual RE Property Taxes	City's Capture of TIF Yearly Exemption %	City's Additional RE Property Taxes
2016**	\$31.22	\$18,972,200.00	\$0.00	n/a	n/a	n/a	n/a	n/a
2017	\$31.22	\$26,996,336.00	\$8,024,136.00	\$250,513.53	100%	\$250,513.53	0%	\$0.00
2018	\$31.22	\$35,995,005.00	\$17,022,805.00	\$531,451.97	100%	\$531,451.97	0%	\$0.00
2019	\$31.22	\$36,990,573.00	\$18,018,373.00	\$562,533.61	100%	\$562,533.61	0%	\$0.00
2020	\$31.22	\$37,360,479.00	\$18,388,279.00	\$574,082.07	80%	\$459,265.66	20%	\$114,816.41
2021	\$31.22	\$37,360,479.00	\$18,388,279.00	\$574,082.07	80%	\$459,265.66	20%	\$114,816.41
2022	\$31.22	\$38,107,668.00	\$19,135,468.00	\$597,409.31	80%	\$477,927.45	20%	\$119,481.86
2023	\$31.22	\$38,679,304.00	\$19,707,104.00	\$615,255.79	75%	\$461,441.84	25%	\$153,813.95
2024	\$31.22	\$38,872,700.00	\$19,900,500.00	\$621,293.61	75%	\$465,970.21	25%	\$155,323.40
2025	\$31.22	\$39,261,427.00	\$20,289,227.00	\$633,429.67	60%	\$380,057.80	40%	\$253,371.87
2026	\$31.22	\$39,654,041.00	\$20,681,841.00	\$645,687.08	50%	\$322,843.54	50%	\$322,843.54
2027	\$31.22	\$40,050,582.00	\$21,078,382.00	\$658,067.09	50%	\$329,033.54	50%	\$329,033.54
2028	\$31.22	\$40,851,593.00	\$21,879,393.00	\$683,074.65	30%	\$204,922.39	70%	\$478,152.25
Totals						\$4,905,227.19		\$2,041,653.24

Note: In Massachusetts, Proposition 2½ operates at the level of a municipality's total tax levy. Due to Proposition 2½, it is impossible to make reliable projections for individual parcels, whose taxes may increase much more or much less than the municipality

Average Annual Exemption = **\$408,768**
 City's Average Annual New Tax Revenue = **\$170,138**

* corresponds to space occupied by the Project
 ** base year



**City of Lowell
Massachusetts
Soucy Site/Unwrapped
Property**

Lowell Boundary
Parcels

DISCLAIMER
Any map printed from this system is considered unofficial unless it has been stamped/signed/certified by the Office of the City Assessor. The City of Lowell makes no warranty of Representation as to the accuracy, timeliness or Completeness of any of the data. The City of Lowell Shall have no liability for the data or lack thereof, or Any decision made or action taken or not taken in Reliance upon any of the data.
1" = 162 ft June 7, 2016





Kevin J. Murphy
City Manager

June 10, 2016

Mayor Edward Kennedy
and
Members of the City Council

SUBJECT: TAX INCREMENT FINANCING (TIF) AGREEMENT FOR
CP ASSOCIATES, LLC (PROPERTY OWNER) AND
KRONOS INCORPORATED (COMPANY)

Dear Mayor Kennedy and Members of the City Council:

Attached you will find a proposed Tax Increment Financing Agreement (TIF) for CP Associates, LLC (property owner), and Kronos Incorporated (company).

Kronos is a leader in cloud-based workforce management software with a global workforce of 4,700 employees. The company is moving its corporate headquarters from Chelmsford to Lowell bringing 1,306 existing employees and adding 400 new jobs to the Lowell location in the first five years.

If approved, this project will result in the renovation and occupancy of 435,000 square feet of class A office space at 900 Chelmsford Street (Tower 1) by Kronos Inc., resulting in \$54M in private investment. In addition to the space considered under the proposed TIF Agreement, Kronos is planning to invest an additional \$7.3M in space at Tower 2 of the Cross Point property. This ranks among the largest office relocations in the region in the past 10 years and is the largest real-estate lease deal in the Greater Boston area this year, per the Boston Business Journal.

The TIF exemption will only apply to the incremental value on Tower 1 and not to the entire Cross Point property. The baseline taxes due on the Certified Project's occupied space will continue to be paid in full throughout the proposed term, as will a percentage of the new tax growth each year.

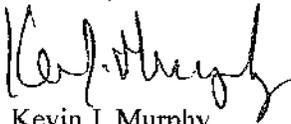
Kronos already enjoys a workforce development relationship with UMass Lowell. The company maintains a consistent recruiting presence on campus, hires co-op students, and has established a summer intern program specifically designed for the University. To meet the permanent full-time hiring goals under the TIF Agreement, Kronos agrees to make efforts to hire locally by working with the Economic Development Office, Lowell Career Center, University of Massachusetts, Lowell, and Middlesex Community College. Supporting the relocation of Kronos to the City of Lowell also satisfies our Master Plan goals and objectives which state that "Lowell will maintain a diverse and robust economy with a variety of business development and employment opportunities located in healthy industrial centers and redeveloped commercial districts."

In terms of the tax effect of the proposed plan, the current tax liability will continue to be due each year at 900 Chelmsford Street. The incremental growth each year against the baseline year factoring in the exemption plan will result in an estimated savings to Kronos of of \$4,905,227.19 over the course of the 12-year plan, or an average of \$408,768 per year. It will also result in an estimated \$2,041,653.24 in new taxes, above and beyond the baseline, during the same 12-year period, or an average of \$170,137.77 per year. Equally important to note is the considerable impact the investment by Kronos and CP Associates will have on the total overall value of the entire Cross Point Towers property.

A copy of the TIF Exemption Schedule is attached for your convenience. Should Kronos vacate the property before the term of the proposed TIF Plan, or not fulfill its job retention and creation commitments, the TIF would be decertified and the City would recapture any tax benefits received by the Company.

I strongly recommend supporting this TIF proposal to assist Kronos in relocating its headquarters to Lowell and support the Company in its growth.

Sincerely,



Kevin J. Murphy
City Manager

KJM/ns

Attachment

cc: Christine P. O'Connor, City Solicitor
Diane N. Tradd, Assistant City Manager/DPD Director
Conor Baldwin, Chief Financial Officer
Susan LeMay, Chief Assessor
Allison Lamey, Director of Economic Development

The City of Lowell

Law Department

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 417

Meeting: **City of Lowell City Council**

Subject: **Ordinance-Create new position of Working Foreman Electrician Grade B
Masters and establish Salary in DPW and modify certain job titles**

Recommendation:

Background:

Attachments:

Comment

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

ORDINANCE

An Ordinance creating one (1) new full time position of Working Foreman Electrician Grade B Master's License and establishing the salary therefor in the Department of Public Works and further modifying certain job titles to more accurately reflect job duties.

The complex needs of the Public Works Department would be better served by deleting the position of WF TRY Signal Maint/F.A., and changing the position name to that of a Grade B Elec/Fire Alarm Maint/Journeyman; and

The City Council by virtue of General Laws, Chapter 43, Section 5 has the right to reorganize the departments of the City of Lowell; and

The voters of Massachusetts have adopted the Home Rule Amendment to the Constitution of Massachusetts (Amendment 89 of Article II of the Constitution of Massachusetts); and

The City Council, by virtue of Massachusetts General Laws, Chapter 43, Section 105, has the authority to create and/or delete positions.

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

The Code of Ordinances City of Lowell, Massachusetts, hereinafter called the "Code", adopted by the City Council on December 23, 2008, as amended, is hereby further amended as follows:

1. In accordance with Chapter 43, Section 105 of Mass. General Laws, there is hereby deleted in the Public Works Department, the following position:

WF TRY Signal Maintenance/FA

2. In accordance with Chapter 43, Section 105 Mass. General Laws, the following positions and salaries are created in the Public Works Department, effective upon passage:

One (1) Full Time
“Working Foreman Electrician Grade B/Master’s License”
Salary – min. \$55,180.00 – max. \$65,958.76

3. Furthermore, the following titles shall be changed or modified at no salary change as follows:

- The title of “WF TRY Signal Maint/F.A.,” shall be modified to “a Grade B Elec/Fire Alarm Maint/Journeyman;”

4. All provisions of the Code of the City of Lowell, as amended, which are not inconsistent with this Ordinance shall continue in effect, but all provisions of said Code inconsistent herewith are repealed.

5. This Ordinance shall take effect upon its passage in accordance with the provisions of Chapter 43 and 40A of the General Laws of the Commonwealth of Massachusetts.

APPROVED AS TO FORM:



Christine P. O'Connor
City Solicitor

CITY OF LOWELL
Job Description
Please Post ~ Month/Day/Year
Deadline ~ Month/Day/Year
Department of Public Works
Working Foreman Electrician Grade B Master's License

Job Title: Working Foreman Electrician Grade B/Master's License (xxx-xx, xxxx)
Department: Public Works – Electrical Division
Reports To: Asst. City Manager/DPW Commissioner, City Electrician, and other designated personnel
FLSA Status: NON-EXEMPT
Union: AFSCME 1705
Salary: \$55,180.00(min)-\$65,958.76(max)

SUMMARY

Plans layout, installs, and repairs wiring, electrical fixtures, apparatus, and control equipment by performing the following duties. Supervises Electrical Division in the absence and under the direction of City Electrician

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Plans new or modified installations to minimize waste of materials, provide access of future maintenance, and avoid unsightly, hazardous, and unreliable wiring, consistent with specifications and local electrical codes.

Prepares sketches showing location of wiring and equipment, or follows diagrams or blueprints, ensuring that concealed wiring is installed before completion of future walls, ceilings, and flooring.

Measures, cuts, bends, threads assemblies, and installs electrical conduit.

Pulls wiring through conduit.

Splices wires by stripping insulation from terminal leads, twisting or soldering wires together, and applying tape or terminal caps.

Connects wiring to lighting fixtures and power equipment.

Installs control and distribution apparatus such as switches, relays, and circuit-breaker panels.

Connects power cables to equipment, such as electric range or motor, and installs grounding leads.

Tests continuity of circuit to ensure electrical compatibility and safety of components with testing instruments such as ohmmeter, battery and buzzer, and oscilloscope.

Observes functioning of installed equipment or system to detect hazards and need for adjustments, relocation, or replacement.

Repairs faulty equipment or systems; troubleshoots and repairs faulty wiring, defective

equipment and machinery; uses common hand tools and electrical test equipment.
Interprets company policies to workers and enforces safety regulations.
Interprets specifications, blueprints, and job orders to workers, and assigns duties.
Establishes or adjusts work procedures to meet production schedules.
Recommends measures to improve production methods, equipment performance, and quality of product.
Suggests changes in working conditions and use of equipment to increase efficiency of shop, department, or work crew.
Analyzes and resolves work problems, or assists workers in solving work problems.
May maintain time requisitions, and inspects materials.
Confers with other supervisors to coordinate activities of individual departments.
Sets up machines and equipment; performs activities of workers supervised; operates various motor vehicle equipment as required for the duties; cuts and welds steel structural member.
Performs related duties as required.

SUPERVISORY RESPONSIBILITIES

Directly supervises Electrical Division Grade B Electricians in the Department of Public Works.
Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.
Responsibilities include interviewing and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
Assign and coordinate work for electricians as directed by City Electrician.
Provide emergency assistance when needed.
Assume duties of City Electrician when s/he is unavailable due to vacation, sick, etc.
Assist in maintaining records for work orders, receipts and P.O.'s.
Assist of day-to-day operations of office.
Supervise at special events.
Assist when needed with after hour emergency calls.
Coordinate overtime schedule and supervise overtime work.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); two years related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence.
Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

MA Master Electrician License required. Will be required to comply with any additional license requirements that may arise in the near future.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee must occasionally lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

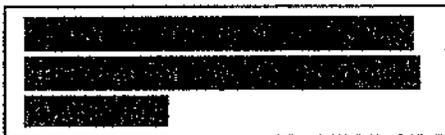
WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; risk of electrical shock; and vibration. The noise level in the work environment is usually moderate.

The City of Lowell is a smoke and drug free employer and requires physical with drug screen, and CORI post offer.

Qualified individuals should send application/resume with cover letter to the Human Relations Office, Mary Callery, HR Director Room 19 - City Hall, Lowell, MA 01852 by 4:00 PM: Deadline ~ Month Date, Year. Applicants may also send application/resume with cover letter to fax 978-446-7102 or email to cityjobs@lowellma.gov



City of Lowell
Job Description
Please Post: August 20, 2015
Deadline: Open Until Filled
Department of Public Works
Electrician Grade B Journeyman

Job Title: Electrician Grade B- Fire & Traffic Alarm-Journeyman
(2000-78, 2186)
Department: Public Works: Electrical Division
Reports To: City Electrician and other designated personnel as required
FLSA Status: Non-exempt
Union Status: AFSCME 1705
Salary: \$17.4633 (min) to \$25.0930 (max) per hour

SUMMARY

Supervises and works with electrical employees engaged in construction, maintenance and repair of electric power, municipal traffic and fire alarm maintenance systems and lighting by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Plans wiring and installation of equipment and fixtures such as motors, generators, switches, circuit breakers, and fuse boxes.

Inspects wiring and fixtures for conformance to local electrical codes.

Studies production schedules and estimates worker hour requirements for completion of job assignment.

Uses common hand tools and electrical test equipment.

Interprets City policies to workers and enforces safety regulations.

Interprets specifications, blueprints, and job orders to workers, and assigns duties.

Installs, maintains, adjusts and repairs traffic lights, signal and control devices including aerial or underground circuits.

Maintains fire alarms and traffic signal devices throughout the City.

Performs tests and troubleshooting of circuits and equipment.

Locates and replaces faulty parts, switches, fuses, wiring and other components relative to traffic and fire alarm maintenance.

Repairs fire and/or police signal systems consisting of boxes, registers, switches, relays, lights, switchboards, bells, sirens, circuits and cables.

Recommends measures to improve production methods, equipment performance, and quality of product.

Suggests changes in working conditions and use of equipment to increase efficiency of shop, department, or work crew.

Analyzes and resolves work problems, or assists workers in solving work problems. May maintain time and production records.
May estimate, requisition, and inspect materials.
Confers with supervisors to coordinate activities of individual departments.
Sets up machines and equipment.
Performs skilled electrical work at the journeyman level.
Installs, tests, repairs, troubleshoots and maintains electrical circuits, wiring systems, fixtures, appliances and equipment.
Troubleshoots and repairs faulty wiring, defective equipment and machinery such as motors, generator, transformer, switches, sockets etc.
Operates motor vehicles in conjunction with electrical duties.
Performs activities of workers supervised.

SUPERVISORY RESPONSIBILITIES

May directly supervise 2-3 employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include training employees; planning, assigning, and directing work; and resolving problems.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Two years of related experience required. Knowledge of state and local electrical codes. Knowledge of the principles and theory of electricity. Knowledge of the types and uses of small hand tools used in electrical practice. Knowledge of the types and uses of equipment including testing equipment used in electrical trade. Knowledge of inspection techniques used in trade. Skill in using small hand tools. Skill in the use of precision measuring equipment, gauges and instrumentation used in electrical work. Ability to understand and explain and apply the laws and regulations governing assigned unit activities. Ability to follow oral and written instructions. Ability to make decisions and act quickly in emergency situations. Ability to climb and work from ladders and other equipment. Ability to install, maintain and repair electrical wiring systems and equipment. Ability to detect and locate causes of electrical failure or breakdown of equipment. Ability to work with tools, materials and equipment of the electrical trade. Knowledge of the methods and techniques of testing fire alarm systems. Knowledge of the procedures and methods followed in installing, maintaining and repairing fire alarm systems. Knowledge of testing street lighting systems. Knowledge of the methods and techniques of testing traffic control systems.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to perform algebraic calculations to determine voltage, amperage and resistance factors. Ability to compute ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

LICENSES

MA Journeyman Electrical License required.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee must frequently lift and/or move up to 100 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; extreme cold; extreme heat; risk of electrical shock; and vibration. The employee is occasionally exposed to explosives and risk of radiation. The noise level in the work environment is usually moderate.

The City of Lowell is a smoke and drug free employer and requires a physical with drug screen and CORI, post offer.

Qualified individuals should send application/resume with cover letter to the Human Relations Office, Mary Callery, HR Director Room 19 - City Hall, Lowell, MA 01852 by 4:00 PM: Deadline ~ Open Until Filled. Applicants may also send application/resume with cover letter to fax 978-446-7102 or email to cityjobs@lowellma.gov

EOE/AA/504 Employer

05/16/2016 12:15
 ndo

CITY OF LOWELL
 SALARY TABLES

P | pmgrstep
 1

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2014	2000 AFSCME	78	ELECTR/GRB JRNY W WEEKLY	W WEEKLY	W WEEKLY	21	52.0000	8.00	40.00	5.00	2088.00	262.00	N
Change was made by 2.5000%													
added 2 new steps 1.80% between steps 8/9 effective 7-1-15													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY	ANNUAL SALARY	ANNUAL SALARY	ANNUAL SALARY	ANNUAL SALARY	ANNUAL SALARY	ANNUAL SALARY
00	0.0000	3.7445	29.7373	29.7373	149.78	149.78	7,788.56	7,788.56	7,788.56	7,788.56	7,788.56	7,788.56	7,788.56
01	0.0000	17.4633	138.6395	138.6395	698.53	698.53	36,323.56	36,323.56	36,323.56	36,323.56	36,323.56	36,323.56	36,323.56
02	0.0000	18.4605	146.5566	146.5566	738.42	738.42	38,397.84	38,397.84	38,397.84	38,397.84	38,397.84	38,397.84	38,397.84
03	0.0000	19.8060	157.2385	157.2385	792.24	792.24	41,196.48	41,196.48	41,196.48	41,196.48	41,196.48	41,196.48	41,196.48
04	0.0000	21.1443	167.8627	167.8627	845.77	845.77	43,980.04	43,980.04	43,980.04	43,980.04	43,980.04	43,980.04	43,980.04
05	0.0000	22.4973	178.6041	178.6041	899.89	899.89	46,794.28	46,794.28	46,794.28	46,794.28	46,794.28	46,794.28	46,794.28
06	0.0000	23.8500	189.3435	189.3435	954.00	954.00	49,608.00	49,608.00	49,608.00	49,608.00	49,608.00	49,608.00	49,608.00
07	0.0000	24.3410	193.2415	193.2415	973.64	973.64	50,629.28	50,629.28	50,629.28	50,629.28	50,629.28	50,629.28	50,629.28
08	0.0000	24.8440	197.2348	197.2348	993.76	993.76	51,675.52	51,675.52	51,675.52	51,675.52	51,675.52	51,675.52	51,675.52
09	0.0000	25.2913	200.7855	200.7855	1,011.65	1,011.65	52,605.80	52,605.80	52,605.80	52,605.80	52,605.80	52,605.80	52,605.80
10	0.0000	25.7465	204.3997	204.3997	1,029.86	1,029.86	53,552.72	53,552.72	53,552.72	53,552.72	53,552.72	53,552.72	53,552.72

** END OF REPORT - Generated by Nancy Do **





Ralph Snow, PE
Assistant City Manager/Commissioner

MEMORANDUM

TO: Kevin J. Murphy, City Manager

FROM: Ralph Snow, Assistant City Manager/DPW Commissioner

DATE: June 9, 2016

SUBJECT: CITY ELECTRICIAN POSITION

Over the past few years, the Electrical Division has evolved within the Lands and Buildings Department of the DPW. Due to the technical nature of the scope of work, much of the work load does not easily translate into the capable workload of Lands and Buildings specialists. As a result, the Electrical Division acts much like an independent division and reports directly to the DPW Commissioner with minor oversight from the Deputy Commissioner of Lands and Buildings. For this reason, we have proposed a change in the reporting structure and have created the Working Foreman Position within the Electrical Division.

Currently, the City Electrician is the only person of authority over his work group. In his absence, there lacks a defined chain of command to carry out essential duties and to assume emergency responsibilities. This position affords the Electrical Division a licensed Master Electrician to assume responsibilities in the City Electrician's absence. This includes a direct line 24/7 beeper and cell phone to respond to emergency calls. At present, emergency calls are directed to the DPW Commissioner in the City Electrician's absence. It also creates an efficient chain of command within the Division without increasing or decreasing the number of positions, without adding to the overall salaries and wages, and without drastically increasing the workload to our current staff.

I respectfully request that we create a position of authority from within the remaining positions in the Electrical Division and to keep them under the 1705 umbrella. Specifically, I would like to change the "Working Foreman Traffic Signal Maintenance and Fire Alarms" position into a "Working Foreman Grade B Master" licensed position with commensurate salary increase. This position and increase will be funded from the retirement of the incumbent Working Foreman Traffic Signal Maintenance and Fire Alrms Technician.

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 385

Meeting: **City of Lowell City Council**

Subject: **Public Safety SC June 14, 2016.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 381

Meeting: **City of Lowell City Council**

Subject: **Claims - (2) property.**

Recommendation:

Background:

Jimmy Le – Lowell, Ma. (property)

Kurt/Michelle Keisling – Milford, Ma. (property)

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 380

Meeting: **City of Lowell City Council**

Subject: **Misc. - Pace Energy (c/o Sonal Patel, LLC) request additional fuel storage of 25,000 gal. of gasoline and 5,000 gal. of diesel in underground tanks at 710 Lakeview Avenue.**

Recommendation:

Background:

Attachments:

pace fuel

CITY OF LOWELL

PETITION

TO THE
CITY COUNCIL

Face Energy Corp.
425 Social Path / Rte D
710 Lakeview Ave.
Lowell MA.

Req additional fuel
3 Hr range ~~25~~ 5000 gals gasoline
Underground, 5,000 gals Diesel
Underground

In City Council

June 14, 2016

Read and



FP-2A
(Rev. 04-2010)

The Commonwealth of Massachusetts
City/Town of LOWELL

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates	
_____	LAT.
_____	LONG.
_____	License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 710 LAKEVIEW AVE. 28300/60 S19220
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: PACE ENERGY CORP % SONAL PATEL LLC

Address of Land Owner: 9 SANFORD ROAD CHELMSFORD, MA 01824

Use and Occupancy of Buildings and Structures: GAS STATION AND CONVENIENCE STORE

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments
11/28/61, 12/16/94
Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 14; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, Cubic feet	CONTAINER: UST, AST, IBC, drums
<u>REGULAR UNLEADED</u>	<u>(3)</u>	<u>20,000</u>	<u>GALLONS</u>	<u>UST</u>
<u>SUPER UNLEADED</u>	<u>(3)</u>	<u>5,000</u>	<u>GALLONS</u>	<u>UST</u>
<u>DIESEL</u>	<u>(COMBUSTIBLE)</u>	<u>5,000</u>	<u>GALLONS</u>	<u>UST</u>

Total quantity of all flammable liquids to be stored: 25,000

Total quantity of all combustible liquids to be stored: 5,000

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 6)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: _____

List sizes and capacities of all aboveground containers used for storage: _____

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____

List sizes and capacities of all underground containers used for storage: _____

Total aggregate quantity of all LP-gas to be stored: _____

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 2)

❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 13)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, ANAND PATEL, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Anand Patel Date 5/26/16 Name ANAND PATEL

Fire Department Use Only

I, PHILIP CHARNO, Head of the LOWELL Fire Department endorse this application with my

Approval Disapproval

Signature [Signature] Date 6/3/16

Recommendations: _____

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 387

Meeting: **City of Lowell City Council**

Subject: **Misc. - Lorrie Carrington Arsenault request permission to install two-way street sign at the circle of D Street.**

Recommendation:

Background:

Attachments:

d street

CITY OF LOWELL

PETITION

TO THE
CITY COUNCIL

Shore Livingston Chevrolet
189 D Street
Lowell MA
Please sign (two - West Street
D Street

City Council

June 14, 2016

Read and

189 D Street
Lowell, MA 01851
June 7, 2016

Dear City Clerk and City Councilors:

I am asking that a sign be placed in the circle of D Street to state that it is a two-way street. It needs to be clarified for drivers. It has always been a two-way street and has never been a safety issue for drivers. For the residents that live at the beginning of D Street and Harris Avenue that crosses D Street circle however, there have been some issues.

When the street was repaved in the late 1990's the engineers working on the project asked the residents if we wanted to keep the street in the circle two-way and everyone said yes. We were told the street which at that time was only thirty feet wide had to be widened to thirty-six feet to keep it two-way. At that time, land believed to be ours and had beautiful grass on it, we were told actually belonged to the city and was taken to widen the road. A handicapped accessible sidewalk was put in to make it safe for pedestrians, especially school children. Children from the Morey (I live one block from it) the Washington and Daley Schools walk past my house on their way to school.

During the winter humongous plows, the earth mover kind that you see on the highway, come around that circle. When there is a heavy snowstorm, starting at the inside of the thirty-six feet of roadway they go around and around in a circle and push that snow onto our sidewalk and into our front yard as far back as six feet. My husband and I have had to make a path in our yard because we could not move the high snow on the sidewalk. The snow is heavy and compacted. We've destroyed two snow-blowers trying to move it. At times, quite honestly it's four feet high and solid. I have asked them to push it to the opposite side of the road but they will not listen. There isn't a sidewalk on the other side of the road and no one walks on that side. So for safety reasons the side of the street with the sidewalk shouldn't get all the snow. If it was plowed on both sides the way a normal two-way street would be instead of pushing it all to the side with the sidewalk on it, then it wouldn't be a safety issue. No one can shovel it. By the way is it even legal to push all that snow on the sidewalk?

The issue is many people seem to view it as a rotary. Well it's not! The road was widened to keep it a two-way street. For this to happen twelve feet of land that had been part of our yards for over seventy-five years was given back to the city. Most of us did not even know that the city owned this land. Another little annoyance: after I have safely gone left at the circle and parked in my driveway I have had a number of drivers throughout the years who have observed my maneuver stop their vehicle and yell some quite colorful language at me about my lack of knowledge of what a rotary is. There has never been an accident because the people who live in the circle and on Harris Ave. are careful of their driving realizing that many people view this as a rotary. A sign, especially so that it could address the problem with the plowing would be most appreciated!

Sincerely,

Lorrie Carrington Arsenault

978 764 1706

RECEIVED
CITY OF LOWELL
CITY CLERK'S OFFICE
JUN 2 26

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 376

Meeting: **City of Lowell City Council**

Subject: **C. Elliott - Req. City Mgr. provide report on UMASS expansion of dormitories at Residences at Perkins Park and the Lofts at Perkins Park and impact of city tax revenue.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 377

Meeting: **City of Lowell City Council**

Subject: **C. Elliott - Req. City Mgr. look into LED bulletin board at Lord Overpass to replace current plastic banners and future use following realignment of overpass.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 378

Meeting: **City of Lowell City Council**

Subject: **C. Elliott - Req. City Mgr. report on the city's real-estate taxes agreement with UMass Lowell involving UML Inn & Conference Center and the establishment and use of funds in the community improvement Fund.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 379

Meeting: **City of Lowell City Council**

Subject: **C. Elliott - Req. City Mgr. report on agreement signed in December 2013 for the forgiveness of \$300,00 in taxes at the Inn and Conference Center downtown and provide agreement signed in 2014,**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 386

Meeting: **City of Lowell City Council**

Subject: **C. Elliott - Req. City Mgr. work with Board of Parks to honor Al Hebert at stone/memorial dedicated to the people of Pawtucketville.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 389

Meeting: **City of Lowell City Council**

Subject: **C. Elliott - Req. City Mgr. provide report on number of properties zoned to allow construction of dormitories.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 390

Meeting: **City of Lowell City Council**

Subject: **C. Elliott - Req. City Mgr. provide information on language to be added to zoning code requiring a PILOT for properties sold to non profits.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 382

Meeting: **City of Lowell City Council**

Subject: **C. Mercier - Req. City Council support a freeze on sale of all tax paying properties to UMass-Lowell until a fair formula for payment in lieu of taxes is reached between the parties.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 383

Meeting: **City of Lowell City Council**

Subject: **C. Mercier - Req. City Mgr. have Inspectional Services continue to oversee the St. Hilaire Car Wash property at 1682 Middlesex St. for health/safety violations as occurred on the evening of June 4th as well as the removal of the Planet Aid Box on the premises.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 408

Meeting: **City of Lowell City Council**

Subject: **C. Samaras - Req. City Mgr. work with the LPD Superintendent to remove vagrants sleeping in the South Common and any other playground in the City.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 409

Meeting: **City of Lowell City Council**

Subject: **C. Samaras - Req. City Mgr. work with staff to extract narrative portions of the FY17 Budget Report to be used as an information document for developers.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 384

Meeting: **City of Lowell City Council**

Subject: **C. Samaras/C. Leary - Req. City Mgr. invite the Chancellor of the University of Massachusetts Lowell to the Economic Development SC in order to discuss our shared vision of economic growth; the city and universities specific needs, and to begin to develop objective criteria in order to measure our shared expectations.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 418

Meeting: **City of Lowell City Council**

Subject: **C. Leary - Req. City Mgr. work with the City Auditor in order to provide a report outlining all contractual financial accounts that are not included within the budget and are not annual or one time grant funds.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 391

Meeting: **City of Lowell City Council**

Subject: **C. Leahy - Req. City Mgr. provide a copy of the TIF agreement for the Perkins Property as well as any additional information regarding the original sale of the property by the City.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 392

Meeting: **City of Lowell City Council**

Subject: **C. Leahy - Req. City Mgr. have proper department work with School Department in maintaining school grounds as pertaining to lawn care and trash removal.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 393

Meeting: **City of Lowell City Council**

Subject: **C. Leahy - Req. City Mgr. have proper department provide City Council with updates regarding road work on Nesmith Street between Andover and East Merrimack Streets.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 394

Meeting: **City of Lowell City Council**

Subject: **C. Leahy - Req. City Mgr. have proper department update City Council regarding tree plantings for FY17.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 395

Meeting: **City of Lowell City Council**

Subject: **C. Milinazzo - Req. City Mgr. add Mansion Drive to the paving list.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 396

Meeting: **City of Lowell City Council**

Subject: **C. Milinazzo - Req. City Mgr. have the Law Department weigh in on recent decisions rendered by the License Commission regarding a number of violations at downtown bars.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 416

Meeting: **City of Lowell City Council**

Subject: **C. Belanger - Req. City Mgr. invite Winn Development to appear before City Council to discuss their vision for the Hamilton Canal District.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 410

Meeting: **City of Lowell City Council**

Subject: **M. Kennedy - Req. City Mgr. and Assessors Office report to City Council regarding the potential for taxing the commercial portion of the properties located at 50 Warren Street and 220 Pawtucket Street.**

Recommendation:

Background:

Attachments:

The City of Lowell

Office of the City Clerk

375 Merrimack Street • Lowell, MA 01852

www.LowellMA.gov

Agenda Item: 2016 / 411

Meeting: **City of Lowell City Council**

Subject: **M. Kennedy - Req. City Council adopt a resolution opposing removing Charter School caps similar to resolution recently adopted by the Lowell School Committee.**

Recommendation:

Background:

Attachments: