

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to execute a “Grant of Easement and Agreement” between Boston Gas Company and the City of Lowell, for the purpose of using and maintain an ADA accessible sidewalk at the intersection of Rock Street and School Street, Lowell, MA. Said easement is located over, across, in, under, upon and within a portion of the property known as 316 School Street, owned by the Boston Gas Company.

The City Engineers have reviewed the easement and have reported that the easement is acceptable.

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 a Grant of Easement and Agreement between Boston Gas Company and the City of Lowell, for the purpose of using and maintaining a concrete sidewalk at the corner of Rock Street and School Street. Said easement is approximately 51 square feet and located over, across, in, under, upon and within a portion of the parcel known as 316 School Street and located in Lowell, MA owned by the Boston Gas Company. Said Easement shall be in the form or substantially the form attached hereto.

GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement (this "Agreement") made on this _____ day of _____, 2025, by and between **BOSTON GAS COMPANY**, a Massachusetts corporation having a place of business at 170 Data Drive, Waltham, MA 02451 (hereinafter "Boston Gas"), and the **CITY OF LOWELL**, with an address at 375 Merrimack Street, Lowell, MA 01852, (hereinafter, the "City").

WHEREAS, Boston Gas owns a certain parcel of land (the "Property") located at the southeast corner of School Street, Lowell, Middlesex County, Massachusetts, pursuant to that deed from Alexander Wright to Lowell Gas Light Corporation dated September 1, 1849 and recorded with the Middlesex South Registry of Deeds in Book 562, Page 67; and pursuant to that deed from Francis A Calvert to Lowell Gas Light Corporation dated September 8, 1849 and recorded with the Middlesex South Registry of Deeds in Book 562, Page 203 (the "Property"). Lowell Gas Light Corporation changed its name to Lowell Gas Company as evidenced by the Commonwealth of Massachusetts Secretary's Certificate recorded with the Middlesex North District Registry of Deeds (the "Registry") in Book 2291, Page 212; and Lowell Gas Company merged into Colonial Gas Company on July 30, 1981 as evidenced by that Certificate of Merger recorded with the Registry in Book 2493, Page 454; and Colonial Gas Company merged into Boston Gas Company d/b/a National Grid on March 15, 2020 as evidenced by that Certificate of Merger recorded with the Registry in Book 33981, Page 235;

WHEREAS, the City desires to obtain an easement from Boston Gas to operate, repair, use and maintain a 13.21' x 6.48' x 5.71' x 6.77' concrete sidewalk (the "Improvements") within an approximately fifty-one (±51) square foot portion of the Property shown as "SIDEWALK EASEMENT 51 S.F." (the "Easement Area") on that easement plan (the "Easement Plan") entitled "EASEMENT PLAN 316 SCHOOL STREET LOWELL, MA PREPARED FOR MCKENZIE ENGINEERING CO. INC., SCALE 1"-5' DATE 07/24/2025 ACAD FILE 2528-EAS JOB NO.2528" prepared by Coneco Engineers & Scientists Inc. of Bridgewater, MA, a reduced portion of which Easement Plan is attached hereto as Exhibit A, and the full sized plan recorded with the Registry in Plan Book 253, Plan 128. The Easement Area is more particularly described, according to the Easement Plan, on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Boston Gas has agreed to grant the City such easement subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for consideration paid this day in the amount of One Dollar (\$1.00) by the City to Boston Gas, and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

A. GRANT OF EASEMENT

1. Boston Gas hereby grants to the City, its successors and assigns, and the City hereby accepts from Boston Gas for itself and its successors and assigns, without covenants, the permanent right and easement (hereinafter the "Easement") to operate, repair, use and maintain the Improvements to be used for all purposes for which sidewalks and footways are used in the City of Lowell, together with all attendant customary uses including public access on foot or by wheelchair (subject to Boston Gas' reserved rights in this Agreement).

Property Address: 316 School Street, Lowell, MA

The City covenants and agrees with Boston Gas that the Improvements shall only be maintained by the City in the Easement Area and in accordance with specifications set forth in the Easement Plan and the terms and conditions of this Agreement, and that no other improvements shall be installed on the Property other than the Improvements. In particular, no plantings, drainage utilities, traffic signs or signals, curbs or barriers, or any below or above-ground structures such as signs, sheds, septic systems, pools, manholes or other below or above ground structures, shall be installed or constructed on the Property, including the Easement Area, nor shall the Improvements be constructed to impede Boston Gas' ability to access its Property.

2. The City covenants and agrees with Boston Gas that the Easement Area is being granted by Boston Gas "AS IS", "WHERE IS" and "WITH ALL FAULTS," and that Boston Gas has made no representation or warranty concerning the condition thereof, environmental or otherwise, or the adequacy of the Easement Area for the City's use or its Improvements. Boston Gas is under no obligation to restore, repair or maintain the Easement Area or the Improvements or to render the Easement Area or Improvements serviceable for access or passage or any other purpose in any respect, and specifically, without limitation, Boston Gas will have no obligation to remove accumulated debris, water, ice or snow, which shall be the sole responsibility of the City. **THE CITY HEREBY WAIVES AND BOSTON GAS HEREBY DISCLAIMS ALL WARRANTIES OF ANY TYPE OR ANY KIND WHATSOEVER AS TO THE EASEMENT AREA, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE.**
3. Boston Gas, for itself, its successors and assigns, reserves the right to use the land encumbered by the Easement for any and all activities connected with its present or future operations, including, but not limited to, the rights to pass and repass with vehicles and equipment of various loads over the Easement Area and the right to construct, reconstruct, install, maintain, repair, renew, replace, operate and add to any existing or future facilities to meet the needs of Boston Gas' existing or future business; provided, however, that Boston Gas agrees that it will not unreasonably interfere with the Easement and the Improvements. The City covenants and agrees with Boston Gas that the City, its successors and assigns, will not hinder or interfere with any of said activities or with Boston Gas' access to its existing or future structures or utility facilities or to the Property. The City covenants and agrees with Boston Gas that neither Boston Gas, nor its affiliates, nor any employee or agent of any of them, shall be liable to the City or its successors or assigns with respect to any claims or causes of action or rights to payment of any damages, costs or expenses (including, without limitation, damage to the Improvements) resulting from or in any way connected with the rights herein reserved, including but not limited to damage caused by voltage, fault current or ground current. The City's exercise of its rights in connection with this Agreement and use of the Easement Area and Improvements is at the City's sole risk. The City hereby further releases all of said parties from any and all such claims or demands. This provision shall survive any release or termination of this Agreement.

B. CONSTRUCTION AND MAINTENANCE OF THE IMPROVEMENTS

1. The City covenants and agrees with Boston Gas that the City shall perform all work in connection with the maintenance, operation, use, and repair of the Improvements within the Easement Area at the City's sole cost and expense and in accordance with the Easement Plan and this Agreement.

2. The City covenants and agrees with Boston Gas that it shall notify the Boston Gas' Manager of Facilities, Kevin Sawiski or his successor, in writing at least twenty-four (24) hours before commencing any significant repair work within the Easement Area. The Manager of Facilities may impose whatever further restrictions or conditions upon the City as is determined to be reasonably necessary for the protection of the Property, the Easement Area and Boston Gas' facilities, whether now existing or hereafter installed. The City covenants and agrees that at all times during any work performed on the Easement Area and Improvements, Boston Gas shall have the right, but not the obligation, to have an observer or observers ("Observer") present at the Property, including the Easement Area, to observe and inspect the work and the Easement Area, and take any necessary action, as determined by Boston Gas in Boston Gas' sole discretion, to protect and ensure the safety and integrity of the Property and Boston Gas' facilities and structures. Regardless of whether Boston Gas' Observer observes any of the work as set forth herein, Boston Gas shall not be liable for injuries, damage, liabilities or claims hereunder, and City shall not be released from any liability or obligation hereunder.
3. The City covenants and agrees with Boston Gas that the City, its agents, employees, licensees, servants, contractors and invitees, shall take all necessary precautions for the safety of the City, its agents, employees, licensees, servants, contractors and invitees on, about or within the Easement Area and shall comply with all Applicable Laws (as hereinafter defined) to prevent accidents or injury to persons or property on, about or adjacent to the Property and the Easement Area, including, without limitation, the National Electric Safety Code, 220 CMR 125.00 ("Installation and Maintenance of Electric Transmission"), and MGL Chapter 166 Section 21A ("Coming into Close Proximity to High Voltage Lines" except that the required clearance of six feet is insufficient and the minimum clearance allowed by OSHA as hereinafter described shall be maintained), and all OSHA regulations governing working clearances to electric distribution and transmission lines.
4. The City covenants and agrees with Boston Gas not to load or unload vehicles or equipment anywhere within the Easement Area, or stockpile or store, temporarily or permanently, soil, materials, trailers, storage containers, vehicles or supplies upon or adjacent to the Easement Area at any time.
5. The City covenants and agrees that during the maintenance, repair, and use of the Improvements, the City will not injure or damage the Property and the Easement Area nor injure or damage Boston Gas' facilities now or hereafter placed thereon. At the end of each work day, the City will secure the work site in a manner consistent with safe work practices, such as covering any open trenches with steel plating or installing sleeves where needed.
6. Upon completion of any work or maintenance on the Easement Area, the City will properly restore the Easement Area and the Property, in Boston Gas' sole discretion, to as good as a condition as existed prior to the commencement of the work, including, without limitation, replacing all earth and soil removed or disturbed by the location, construction, operation, repair, use and maintenance of the Improvements, re-vegetating all areas disturbed, and restoring the Property to its original grade and contour and flush with any manholes or drains.

7. The City shall locate all underground lines, wires and appurtenances buried in areas to be excavated and shall protect them against damage. If an underground line or wire is damaged or broken, the City shall immediately notify, stop work in the vicinity of the line or wire, and prevent anyone from having contact with it until such time as Boston Gas determines working in that area is safe.
8. The City covenants and agrees that The City shall not make any changes in the existing grade of the Property beyond what is set forth on the as-built plan (hereinafter, the "As-Built Plan") entitled "POWERHOUSE WALL & SITE BEAUTIFICATION PROJECT 306 SCHOOL STREET LOWELL, MA 01854 ROCK STREET @ SCHOOL STREET SE CORNER SIDEWALK CONSTRUCTION AS BUILT PREPARED FOR NATIONAL GRID" prepared by McKenzie Engineering Boston Gas, Inc, dated September 16, 2024 and last revised on November 12, 2024, a reduced copy of which Plan is attached hereto as Exhibit C and made a part hereof.

C. INDEMNITY AND INSURANCE

1. The City agrees, strictly to the extent permitted by law (and/or to the extent of the City's insurance coverage (under which Boston Gas is named an additional insured as set forth in Exhibit D), or shall cause any party performing work at the Property on behalf of the City (hereinafter, the "City Contractor") to agree, to defend with counsel reasonably satisfactory to Boston Gas and to pay, protect, indemnify and save harmless Boston Gas, its employees, agents, directors, officers, affiliates, attorneys, consultants, contractors and subcontractors, from and against any and all liabilities, damages, costs, expenses (including any and all reasonable attorney's fees and expenses of Boston Gas), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from the condition of the Property, the exercise of this Agreement, and (i) any work, act or omission to act done in, on or in the Property, including the Easement Area or any part thereof, by or on behalf of the City or any person claiming under the City, or the employees, agents, tenants, contractors, licensees, invitees or visitors of the City or any such person or the City Contractor (collectively, the "City Parties"); (ii) injury to, or the death of, persons or damage to property on the Property, including the Easement Area or upon adjoining property or in any way growing out of or connected with the installation, construction, use, non-use, condition, possession, operation, maintenance, management, occupation, or repair of the Improvements or the Property, including the Easement Area by or on behalf of the City or any of the City Parties, or resulting from the condition of the Property, including the Easement Area; or (iii) violation of any agreement or condition of this Agreement or of Applicable Laws or any other requirements affecting the Improvements, the Property or the Easement Area, or the ownership, occupancy or use thereof, by the City or any of the City Parties. The foregoing indemnification shall not include injury or damage directly caused by the gross negligence or willful misconduct of Boston Gas or its agents or employees. The City or the City Contractor, as applicable, shall take prompt action to defend or indemnify Boston Gas against claims, actual or threatened, but in no event later than notice by Boston Gas to the City of the service of a notice, summons, complaint, petition or other service of process against the Boston Gas, alleging damage, injury, liability, or expenses attributed in any way to this Agreement or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the City, its agents, employees, contractors or suppliers. The City, or the City Contractor, as applicable, shall defend any such claim or threatened claim, including, as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, and except as set forth above,

City understands and agrees it is responsible for any and all costs and expenses incurred by Boston Gas to enforce this indemnification provision. The provisions of this paragraph shall survive any release or termination of this Agreement.

2. The City covenants and agrees with Boston Gas that neither the City nor any of the City Parties shall bring onto, store, generate or permit to be stored or generated on, about or adjacent to the Property, including without limitation the Easement Area, any oil, hazardous material, hazardous waste or hazardous substance in reportable quantities, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq (collectively, the “Environmental Laws”). The City shall, to the extent of any prior appropriation and/or to the extent of the City’s insurance coverage (under which Boston Gas is named an additional insured as set forth in Exhibit D), or shall cause any City Contractor, to indemnify and hold Boston Gas harmless for, from and against any claim, liability, loss, damage or expense, including reasonable attorneys' fees, arising out of a breach of any of the covenants or agreements of this paragraph. The provisions of this paragraph shall survive any release of this Agreement.
3. The City agrees to pay to Boston Gas upon presentation of an invoice, any and all reasonable costs and expenses for environmental assessment, remediation or response activities, including reasonable attorney's fees, which Boston Gas may incur as a result of existing conditions on the Property that are exacerbated as a result of the activities of the City or any of the City Parties while performing work on the Property including within the Easement Area. The provisions of this paragraph shall survive any release of this Agreement.
4. The City covenants and agrees with Boston Gas that the City shall pay all contractors and/or laborers performing or providing materials for construction, installation, maintenance, and repair of the Improvements so as not to cause or permit any liens, including without limitation mechanics' or materialmens' liens, to be recorded or filed against the Property, and, to the extent of any prior appropriation and/or to the extent of the City’s insurance coverage (under which Boston Gas is named an additional insured as set forth in Exhibit D), or shall cause any City Contractor to, indemnify and hold Boston Gas harmless for, from and against any loss, claim, damage, liability, cost or expense, including attorney's fees and expenses, caused by any such contractor or laborer or occasioned as a result of any such lien being recorded or filed against the Property. The provisions of this paragraph shall survive any release of this Agreement.
5. During any period in which the City shall be performing any work with respect to the Improvements on the Property, including the Easement Area, or using the Easement Area, the City shall, at its sole cost and expense, obtain and keep in force, or cause the City Contractor, to obtain and keep in force, the insurance set forth on Exhibit D attached hereto and made a part hereof. Such insurance will insure all the indemnity agreements set forth herein.
6. City hereby releases, to the extent permitted by law, the Boston Gas from and against any and all liabilities, losses, damages (to persons and property), costs, expenses (including

attorney's fees), causes of action, suits, claims, obligations and/or demands for judgment whatsoever caused by, arising out of or in any way related to the: (a) Boston Gas' exercise of its rights under this Agreement; (b) the condition of the Property; and (c) the Boston Gas' reservation of rights under this Agreement, including, without limitation, Paragraph A(3) herein, except to the extent directly caused by the gross negligence or willful misconduct of Boston Gas or its agents or employees. Moreover, the City understands that the existence of the Boston Gas' facilities on the Property involves some risk, and the City, as part of the consideration for this Agreement, hereby releases and waives any right to ask for or demand damages for or on account of loss or injury associated with such facilities. The provisions of this paragraph shall survive any release of this Agreement.

D. PERMITS AND LICENSES; COMPLIANCE WITH LAWS

1. The City covenants and agrees with Boston Gas that the City shall obtain and be solely responsible for all required permits, licenses, rights or other authorizations, including without limitation all necessary environmental permits, licenses, rights or other authorizations, necessary for the work permitted herein with the Easement Area, including the repair, use, and maintenance of the Improvements, and shall promptly provide all copies thereof to Boston Gas.
2. The City covenants and agrees with Boston Gas that the City shall, at its own cost and expense, observe and comply with all applicable present and future laws, ordinances, requirements, orders, directives, rules and regulations of all federal, state and local governments, and all other governmental authorities having jurisdiction over the Improvements or any part thereof, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed including, without limitation, any Environmental Laws (collectively, the "Applicable Laws"), and the City shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including counsel fees and expenses, that may in any manner arise out of or be imposed because of the failure of the City to comply with the covenants of this paragraph.

E. NOTICES

1. All notices, demands or other communication under this Agreement shall be in writing and either delivered by hand or mailed (a) by registered or certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express or other recognized overnight mail carrier furnishing evidence of receipt to the following:

If to Boston Gas: Boston Gas Company
c/o National Grid
170 Data Drive
Waltham, MA 02451
Attention: Manager of Facilities NE

with a copy to: National Grid USA Service Company, Inc.
170 Data Drive
Waltham, MA 02451
Attention: Legal Dept – Assistant General Counsel, RE.

If to The City: City of Lowell

375 Merrimack Street
Lowell, MA 01852
Attention: City Solicitor

Any party may change the address at which it is to receive notices by giving notice to the other party as hereinabove set forth. Any notice or other communication in connection with this Agreement shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted).

F. MISCELLANEOUS

1. It is understood and agreed by and between the parties hereto that the Improvements shall remain the property of the City, its successors and assigns. Boston Gas shall not be responsible for the payment of any taxes on the Improvements.
2. The City covenants and agrees with Boston Gas that the Improvements shall be maintained in good repair and condition at all times. The City acknowledges and agrees that Boston Gas is under no obligation whatsoever to restore, repair, or maintain the Improvements or the Easement Area in any respect.
3. The City agrees that upon any release or termination of the Easement, the City shall restore the Easement Area to a condition satisfactory to Boston Gas as soon as practicable but in no event later than thirty (30) days following such release. If the City fails to commence such removal, then Boston Gas may, upon thirty (30) days written notice to the City, perform such removal at the City's sole cost and expense.
4. The rights and easements created hereunder shall be binding on and inure to the benefit of Boston Gas and the City and their respective successors and assigns.
5. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument.
6. The terms and provisions herein contained constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or agreements, express or implied, with respect to the subject matter hereof, other than those expressly set forth herein. Other than the rights expressly granted in this Agreement, there are no other rights or easements granted hereby and none shall be created by implication, necessity or otherwise. No modification or amendment of the provisions of this Agreement shall be binding upon any party hereto unless agreed to in writing by such party.
7. The headings contained in this Agreement are for reference and convenience only, and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.
8. Each of the City and Boston Gas agrees that at any time and from time to time after the execution and delivery of this Agreement, each of them shall, at their own expense, and upon the reasonable request of the other party, execute and deliver such further documents and do such further acts and things as the other may reasonably request in order to more fully carry out the purposes of this Agreement.

9. This Agreement is subject to all encumbrances of whatever kind or nature of record to the extent the same are in force and applicable, and the City covenants and agrees to take the Easement Area subject to any and all existing rights, restrictions, easements, encumbrances or covenants affecting the Property.
10. The undersigned representatives of the City represent and warrant that the execution, delivery and acceptance of this Agreement and the performance of its obligations have been duly authorized by the City and that said person signing by law has the authority to sign and deliver this Agreement on its behalf.
11. Boston Gas and the City agree that any work performed in or about the Property will be conducted in such manner as to work in harmony with all elements of labor being employed by either party on or adjacent to the Property.
12. This Agreement shall be governed exclusively by the laws of the Commonwealth of Massachusetts and is enforceable in its courts of competent jurisdiction without regard to conflicts of laws.
13. The provisions of this Agreement are severable and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
14. The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land.
15. Pursuant to M.G.L. c. 64D, § 1, no deed excise stamps are required.
16. A copy of the vote by the Lowell City Council authorizing this Agreement is attached hereto as Exhibit E and incorporated herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal as of this ____ day of _____, 2025.

BOSTON GAS COMPANY

By: _____
Name: Monica Tawfik
Title: Authorized Representative

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____ 2025, before me, the undersigned notary public, personally appeared Monica Tawfik, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as an Authorized Representative of Boston Gas Company.

Before me,

(type or print name)
My commission expires:

Notary Public

IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal as of this ____ day of _____, 2025.

CITY OF LOWELL

By: _____
Name:
Title:

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____ 2025, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

Before me,

(type or print name)
My commission expires:

Notary Public

EXHIBIT A
EASEMENT PLAN

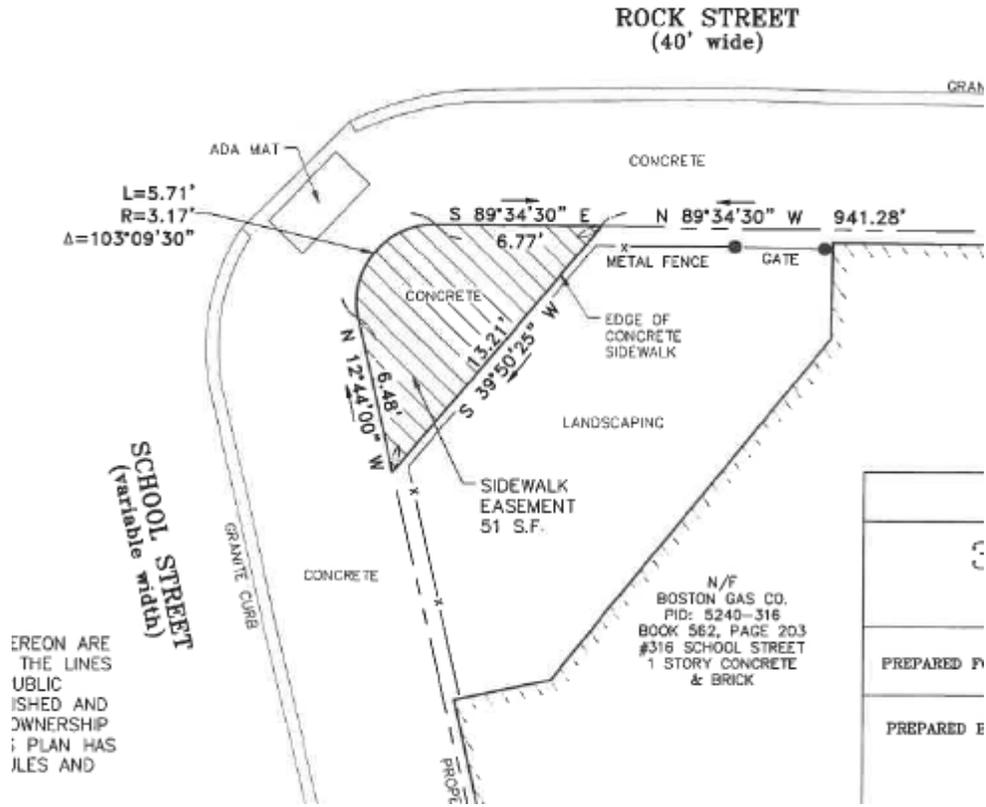


EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

Beginning at a point in the southerly line of Rock Street, said point lying N 89°34'30"W a distance of 941.28 feet from the X-Cut in a Stone Bound at the intersection of the southerly line of Rock Street and the westerly line of Willie Street; thence

S 39°50'25" W a distance of 13.21 feet to a point on the easterly line of School Street; thence

N 12°44'00" along said easterly line of School Street a distance of 6.48 feet to a point of curvature; thence

Along a curve to the right with a radius of 3.17 feet, a delta angle of 103°09'30", and a length of 5.71 feet to a point of tangency on the southerly line of Rock Street; thence

S89°34'30" E along said southerly line of Rock Street 6.77 feet to the point of beginning.

Containing 51 square feet.

EXHIBIT D
INSURANCE REQUIREMENTS

From the commencement of this Agreement, through expiration, termination or longer where specified below, the City shall provide and maintain at its own expense, insurance policies that are meant to be primary and non-contributory (*with no right of contribution by any other coverage available to the Company, the Company's affiliates and their respective agents, employees, directors and other parties that the Company may identify*) and issued by reputable insurance companies, acceptable to National Grid USA (the "Company") with an A.M. Best rating of A- or better which meet or exceeds the requirements listed herein. Such policies, where required below shall include "**Boston Gas Company, National Grid USA, and its direct parent, subsidiaries, affiliates, successors and assigns**" (collectively, the "Insured Entities") as Additional Insureds. Waiver of Subrogation, where required below shall be in favor of such Additional Insureds/Insured Entities for any loss or damage covered under those policies referenced in this Insurance Exhibit, or for any required coverage that may be self-insured by THE CITY.

1. **Risk of Loss (Equipment/Materials)** – The City shall be responsible for all risk of loss to its personal equipment and materials, and any other equipment and materials owned by its employees or by third parties that may be in their care, custody and control.
2. **Commercial General Liability (CGL) Insurance**, covering all operations, work and/or provision of services performed by or on behalf of the City under or in connection with this Agreement, at **minimum** limits of:

\$1,000,000 limit "per occurrence" – Bodily Injury/Property Damage
\$2,000,000 limit – Product/Completed Operations
\$2,000,000 limit - General Aggregate
\$1,000,000 limit- Personal and Advertising Injury
\$1,000,000 limit- Damages to Premises Rented to You Limit

Policy shall include coverage for contractual liability (with this Agreement being included under the definition of "Insured Contract"), and products/completed operations coverages. Policy shall not contain a cross-liability or a separation of insureds exclusion. Should coverage for products/completed operations be written on a claims-made form, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least three (3) years after Final Acceptance. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above. Must use CG 2010 and CG 2037 (or equivalent) for Additional Insured endorsements.*

3. **Automobile Liability Insurance:** Covering owned, non-owned and hired vehicles used in connection with all operations, work and/or provision of services performed by or on behalf of the City under or in connection with this Agreement at **minimum** limits of:

\$1,000,000 combined single limit "each accident"

Coverage for non-owned/hired vehicles evidenced through a Commercial General Liability policy would be acceptable upon Company's review and approval. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

4. **Statutory Workers' Compensation and Employer's Liability Insurance**, in the state in which the operations, work and/or provision of services will be performed under this Agreement. The employer's liability limit shall be at least \$1,000,000 per occurrence for bodily injury, per employee for bodily injury by disease and by bodily injury by disease policy limit.

For work or services being performed on or close to water, policy shall include coverage for the **US Longshoreman & Harbor Workers' Compensation Act of 1927 and Jones Act of 1920.**

In the event the City is a **Sole Proprietor** that is exempt from maintaining Statutory Workers' Compensation/Employer's Liability insurance, Sole Proprietor is required to provide a Letter of Affidavit affirming no employees and are exempt from carrying Workers Compensation and Employer's Liability insurance. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

- 5. Umbrella Liability or Excess Liability Insurance**, providing broad "follow form" excess insurance with terms similar to the Commercial General Liability, Automobile Liability and Employer's Liability coverages outlined within this Agreement, at **minimum** limits of:

\$4,000,000 limit – Per Occurrence/Aggregate

Such insurance coverage shall include a drop-down provision in the event of exhaustion of underlying limits or aggregates. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

In addition to above, Sections 6-10 is applicable to a commercial entity performing work in the capacity as a Contractor or if the City is hiring Contractor(s) to do work on their behalf

- 6. Contractor's Pollution Liability ("CPL") Insurance:** *(if applicable)* – Should the City acting in the capacity as a Contractor or if the City hires a Contractor to complete work and/or services on their behalf, the Contractor shall maintain CPL insurance to cover any sudden and gradual pollution incidents that may arise out of, under, or in connection with this Agreement including any and all Work and/or Services to be performed by or on behalf of Contractor, including but not limited to: (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage including physical injury or destruction of tangible property including resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and (c) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages. There should be no exclusions for asbestos, lead paint, silica or mold/fungus/legionella. This coverage shall carry a minimum limit of:

\$1,000,000 limit - "Per Incident/Aggregate"

Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.

- 7. Professional Liability Insurance**, *(if applicable)*, providing coverage for negligent acts, errors, and omissions (including when applicable, Technology errors and omissions), in an amount of \$1,000,000 "per claim" or equal to the value of the contract, whichever is greater, to protect Boston Gas from losses arising out of the use of Contractor's or its subcontractor's product or failure to render services.

Should coverage be written on a "Claims Made" form, Contractor or its subcontractors shall maintain such coverage for a period of not less than three (3) years post completion of work, with the retroactive date in place prior to and held constant with the date of this contract. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

8. **Third (3rd) Party Crime Insurance**, *(if applicable)*, covering theft of Boston Gas' property by electronic means and for any dishonest acts that may be committed by a Consultant's employee(s) against Boston Gas, in an amount no less than \$1,000,000 "per occurrence". *Loss Payee status required from this policy for the Insured Entities outlined above.*
9. **Unmanned Aerial Systems/Vehicles (UAS/UAV)/Drone Insurance**: *(if equipment will be used in course of agreement)*, covering third-party liability for bodily injury and property damage arising out of the use of Unmanned Aerial Systems (UAS)/Vehicles (UAV) aka drones on Boston Gas' property, at minimum limits of \$10,000,000 "per occurrence". Such requirement could also be met outlining the same terms under an endorsed Aircraft Liability policy. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*
10. **Protection & Indemnity/Commercial Watercraft Insurance**: *(if equipment will be used in course of agreement)*, providing Protection & Indemnity coverage for third-party liability related to bodily injury and property damage arising out of the use of such vessel while on Boston Gas' property, at minimum limits of \$1,000,000 "per occurrence". *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*
11. **Intentionally Deleted.**
12. **Self-Insurance**: If approved in advance by Boston Gas' representative, proof as a qualified self-insurer will be acceptable in lieu of securing or maintaining one or more of the coverages required in this Insurance Exhibit. Such proof shall come in the form of a signed self-insurance letter on the City's letterhead, in a format provided by Boston Gas and shall become part of this insurance provision by reference herein.

With respect to Workers' Compensation, such evidence shall consist of a current self-insured certification form approved by the State in which the terms of this Agreement will be executed.
13. **Other Coverage(s)/Compliance**: These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, the City shall comply with any governmental site-specific insurance requirements even if not stated herein. This includes providing evidence of insurance and additional insured status, if necessary, to any third-party property owner on which the City's work activities associated with this Agreement may be taking place as required by law or permit.
14. **Subcontractors**. In the event that the City uses a subcontractor(s) in connection with providing any services as outlined under this Agreement, the City shall require all such subcontractor(s) to provide the required coverages and protections as outlined under Paragraphs 1-10 of this insurance exhibit.
15. **Homeowners**: In the event the City is a homeowner, Articles 1-10 outlined above would not apply. However, a copy of the Homeowner's insurance policy evidencing Personal Liability coverage, at a minimum limit of \$500,000, would be acceptable. In the event homeowner hires a Contractor, to complete work and/or services on their behalf, for which permission must be granted by Licensor to access/use easement right-of-way, then such hired Contractor shall meet the requirements as outlined in this exhibit (as Boston Gas determines applicable).
16. **Subrogation Rights**: To the extent the City's insurance carriers will not waive their right of subrogation against the Insured Entities as required in the outset of these requirements, the City agrees, to the extent permitted by law, to indemnify the Insured Entities for any subrogation activities pursued against them by the City insurance carriers. However, this waiver shall not

extend to the gross negligence or willful misconduct of the Insured Entities or their employees, subcontractors or agents.

17. Certificate(s) of Insurance. Prior to providing any services, the City (and when applicable, it's Contractors) shall promptly issue to the Company certificate(s) of insurance and any requested endorsements (include any renewal thereof), evidencing all coverages and required protections (Additional Insured and Waiver of Subrogation where applicable) utilizing the address outlined by the Company in this Agreement, with digital copies only being emailed to the Company's Risk and Insurance Department at: RiskandInsurance@nationalgrid.com. Failure to furnish the required certificate(s) of insurance and endorsements would not relieve the City from any liability obligations or to carry insurance outlined under this Agreement.

Policies shall be endorsed, and certificate(s) of insurance shall clearly outline that at least 30-days prior written notice will be provided to the Company in the event of any cancellation, non-renewal or material change in coverage(s). Certificates shall declare applicable deductibles or self-insured retentions which shall be for the account of the City. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to by the Company's Risk & Insurance Department.

18. Reservation of Rights. Should any policy(ies) be canceled at any time during the term of this Agreement and the City fails immediately to procure other insurance as specified, the Company reserves the right to procure such insurance and to invoice the City or void this Agreement.

19. Accident Reports. The City shall furnish the Company's Risk & Insurance Department with copies of any accident report(s) sent to the City's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Services.

20. Full Policy Limits. The City represents that it has full policy limits available and shall notify the Company's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or conditional change to policies.

21. No Limitation. Nothing contained in these insurance requirements is to be construed as limiting the extent of the City's responsibility for payment of damages or its indemnification obligations under this Agreement.

EXHIBIT E
VOTE



Thomas A. Golden, Jr.
City Manager

Shawn Machado
Assistant City Manager

January 6, 2026

Mayor Daniel Rourke
And
Members of the Lowell City Council

REFERENCE: Grant of Easement and Agreement

Dear Mayor Rourke and Members of the City Council:

In order to repair and maintain an ADA accessible sidewalk at the intersection of Rock Street and School Street, the City will need to enter into an easement with Boston Gas Company. Said easement is located at 316 School Street, owned by the Boston Gas Company.

The City Engineers have reviewed the easement and have reported that the easement is acceptable. I am requesting the City Council vote to approve said easement. Please see the attached vote and the easement plan for reference.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Thomas A. Golden, Jr.
City Manager