

Regular Meeting

The regular meeting of the City Council of the City of Fitchburg was live streamed at FATV Studios, Fitchburg, on March 17, 2020. The meeting was called to order by President Michael Kushmerek at 7:06 P.M. The Clerk called the roll and eight (8) Councillors were present. Councillors Beauchemin, DiNatale, and Green were absent. The meeting opened with a salute to the Flag led by Councillor Schultz.

For the Record

Noted for the record:

FATV was recording the audio and video of the meeting.

Records

The Committee on records reported the minutes of the Regular Meeting of March 5, 2020, were correctly recorded. Report accepted and minutes adopted.

**REPORT OF COMMITTEE ON RECORDS**

Communication  
His Honor the Mayor

His Honor the Mayor  
Re-Appointment Letters

Re-Appointment Letters

1. Mr. Daniel Sarefield, as member of the Board of License Commissioners, term to expire May 1, 2026.
2. Mr. Bryan Breau, as a member of the Conservation Commission, term to expire March 1, 2023.

**COMMUNICATION**

- Appointment Letters
1. Timothy W. Harnden, as a Full-Time Student Police Officer for the City of Fitchburg.
  2. Ryan M. Kreidler, as a Full-time Student Police Officer for the City of Fitchburg.
  3. Ms. Leona Whetzel, as a member of the Fitchburg Cultural Council, term to expire April 1, 2023.

Appointments read and referred to the Appointments Committee.

**COMMUNICATION**

Pension Reserves Investment Management Board

Communication read and placed on file in the City Clerk's Office.

**REPORTS OF COMMITTEES**

**Appointments Committee Oral Report**  
**Meeting of March 17, 2020**

The Appointments Committee recommended the following Appointment be held in Committee:

**New Appointments**  
**Zoning Board of Appeals**  
(Term to expire March 1, 2025)  
Mr. Brian Gallagher

Report accepted. Appointment held in Committee by unanimous vote. 8 members present. Board consists of 11 members.

Communication  
His Honor the  
Mayor  
Re-Appointment  
Letters

2. Mr. Bryan Breau, as a member of the Conservation Commission,  
term to expire March 1, 2023.



*The City of Fitchburg*  
FITCHBURG CITY CLERK  
*Massachusetts* 2020 MAR -2 PM 1:32  
OFFICE OF THE MAYOR

**STEPHEN L. DINATALE**  
MAYOR  
166 BOULDER DRIVE  
FITCHBURG, MA 01420  
TEL. (978) 829-1801

**AARON TOURIGNY**  
CHIEF OF STAFF  
ATOURIGNY@FITCHBURGMA.GOV

**JOAN DAVID**  
ADMINISTRATIVE AIDE  
JDAVID@FITCHBURGMA.GOV

March 2, 2020

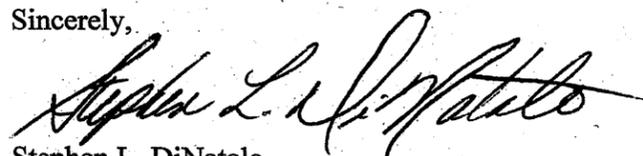
The Honorable City Council  
Fitchburg Municipal Offices  
166 Boulder Drive, Suite 108  
Fitchburg, MA 01420

Dear Honorable Councilors,

I hereby reappoint and ask for your confirmation of Mr. Bryan Breau of 182 Woodland St., Fitchburg, as a member of the Conservation Commission for a term scheduled to expire on March 1, 2023.

Please feel free to contact me with any questions.

Sincerely,

  
Stephen L. DiNatale  
Mayor

Communication  
His Honor  
the Mayor  
Appointment Letter

Appointment Letters

1. Timothy W. Harnden, as a Full-Time Student Police Officer for the City of Fitchburg.
2. Ryan M. Kreidler, as a Full-time Student Police Officer for the City of Fitchburg.



*The City of Fitchburg*

FITCHBURG CITY CLERK

*Massachusetts*

OFFICE OF THE MAYOR

2020 MAR 12 AM 8:20

**STEPHEN L. DINATALE**  
**MAYOR**

166 BOULDER DRIVE  
FITCHBURG, MA 01420  
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March 12, 2020

The Honorable City Council  
Fitchburg Municipal Offices  
166 Boulder Drive, Suite 108  
Fitchburg, MA 01420

Dear Honorable Councilors,

I hereby appoint and ask for your confirmation of the following individuals as Full-Time Student Police Officers for the City of Fitchburg:

Timothy W. Harnden

Ryan M. Kreidler

Thank you for your attention to this appointment matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen L. DiNatale".

Stephen L. DiNatale  
Mayor

Communication  
His Honor the  
Mayor  
Appointment Letter

3. Ms. Leona Whetzel, as a member of the Fitchburg Cultural Council, term to expire April 1, 2023.



*The City of Fitchburg*  
FITCHBURG CITY CLERK  
*Massachusetts*  
2020 MAR 12 AM 8:28  
OFFICE OF THE MAYOR

**STEPHEN L. DINATALE**  
MAYOR  
166 BOULDER DRIVE  
FITCHBURG, MA 01420  
TEL. (978) 829-1801

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March 11, 2020

The Honorable City Council  
Fitchburg Municipal Offices  
166 Boulder Drive, Suite 108  
Fitchburg, MA 01420

Dear Honorable Councilors,

I hereby appoint and ask for your confirmation of Ms. Leona Whetzel of 907 Westminster Hill Road, Fitchburg, as a member of the Fitchburg Cultural Council for a term scheduled to expire on April 1, 2023.

Please feel free to contact me with any questions.

Sincerely,

Stephen L. DiNatale  
Mayor

Appointments read and referred to the Appointments

**COMMUNICATION**

Pension Reserves Investment Management Board

**Pension Reserves Investment Management Board**

84 State Street, Suite 250  
Boston, Massachusetts 02109

**Fitchburg Retirement System**

General Allocation Account

January 01, 2020 to January 31, 2020

Deborah B. Goldberg, Treasurer and Receiver General, Chair  
Michael G. Troitsky, CFA, Executive Director



Your beginning net asset value for the period was:  
Your change in investment value for the period was:  
Your exchanges from (to) the Cash Fund for the period were:  
Your ending net asset value for the period was:

Month To Date	Fiscal Year To Date	Calendar Year To Date
132,259,241.63	118,903,475.64	132,259,241.63
(168,221.12)	7,182,919.81	(168,221.12)
(1,200,000.00)	4,804,625.06	(1,200,000.00)
<u>130,891,020.51</u>	<u>130,891,020.51</u>	<u>130,891,020.51</u>

Net Change in Investment Value represents the net change through investment activities as follows:

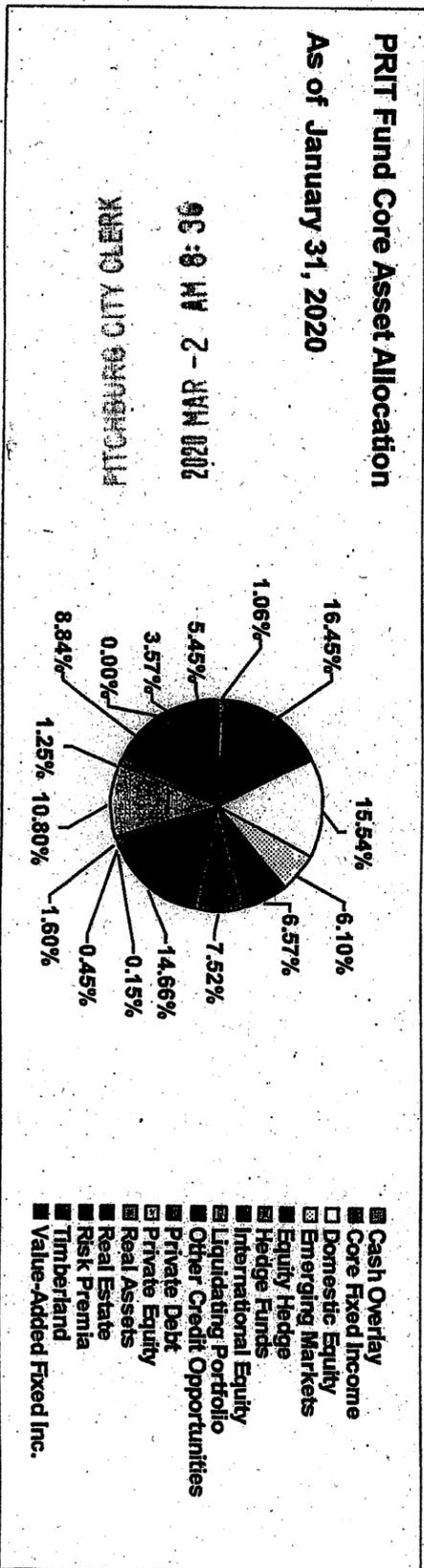
Gross Investment Income:	149,358.07	1,739,231.59	149,358.07
Less Management Fees:	(13,946.44)	(344,814.31)	(13,946.44)
Net Investment Income:	135,411.63	1,394,417.28	135,411.63
Net Fund Unrealized Gains/Losses:	(708,682.68)	2,344,700.14	(708,682.68)
Net Fund Realized Gains/Losses:	405,049.93	3,443,802.39	405,049.93
Net Change in Investment Value as Above:	<u>(168,221.12)</u>	<u>7,182,919.81</u>	<u>(168,221.12)</u>

As of January 31, 2020 the net asset value of your investment in the PRIT Fund was:

\$130,891,020.51

**PRIT Fund Core Asset Allocation**

As of January 31, 2020



If you have any questions regarding your statement, please contact your Senior Client Services Officer Paul Todisco (617) 946-8423.

A detailed statement of your account is attached to this summary sheet.

Communication read and placed on file in the City Clerk's Office.

Reports of  
Committees

Appointments  
Committee  
Oral Report

**REPORTS OF COMMITTEES**

**Appointments Committee Oral Report**  
**Meeting of March 17, 2020**

The Appointments Committee recommended the following Appointment be held in Committee:

**New Appointments**

**Zoning Board of Appeals**

(Term to expire March 1, 2025)

Mr. Brian Gallagher

Report accepted. Appointment held in Committee by unanimous vote. 8 members present. Board consists of 11 members.

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The Appointments Committee recommended the following Appointments be confirmed:

**Associate Member of the Planning Board**

(Term to expire March 1, 2023)

Ms. Tracy McGrath

**Associate Member of the Zoning Board of Appeals**

(Term to expire March 1, 2022)

Mr. Gregory Babineau

Report accepted. Appointments confirmed by unanimous vote. 8 members present. Board consists of 11 members.

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**Finance Committee**

**Meeting of March 10, 2020**

The Finance Committee recommended the following Orders be adopted:

059-20. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Commonwealth of Massachusetts, Executive Office of Public Safety and Security, Department of Fire Services grant in the approximate amount of \$6,448.94 (SIX THOUSAND, FOUR HUNDRED FORTY-EIGHT AND 94/100 DOLLARS) for the purpose of said grant, which is to purchase Washer-Extractor equipment.

060-20. ORDERED THAT: There be and hereby is appropriated the sum of SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00) same to be charged against AVAILABLE FUNDS and credited to DPW, CAPITAL EXPENDITURES, ARBOR WAY REPAIR for the purpose of repairing the retaining walls that support Arbor Way.

061-20. ORDERED THAT: There by and hereby is appropriated the sum of ELEVEN THOUSAND AND 00/100 DOLLARS (\$11,000.00) same to be charged against AVAILABLE FUNDS and credited to the following COUNCIL ON AGING, EXPENSES accounts:  
HEATING FUEL: \$4,000.00  
BUILDING & GROUNDS: \$7,000.00

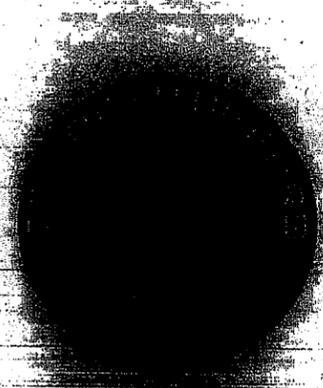
Report read and accepted. Orders adopted by unanimous vote. 8 present. Board consists of 11 members.  
Orders signed by the Mayor March 18, 2020.

Finance Committee

Reports of  
Committees  
Finance Committee

The Finance Committee recommended the following CDBG Application be approved:

COMMUNICATION: Year 46 Community Block Grant Application.



*The City of Fitchburg*

OFFICE OF THE MAYOR

166 BOULDER DRIVE  
FITCHBURG, MA 01420  
TEL. (978) 829-1801

AARON TOURIGNY  
CHIEF OF STAFF  
ATOURIGNY@FITCHBURGMA.GOV  
JOAN DAVID  
ADMINISTRATIVE AIDE  
JDAVID@FITCHBURGMA.GOV

February 27, 2020

The Honorable City Council  
Fitchburg Municipal Offices  
166 Boulder Drive, Suite 108  
Fitchburg, MA 01420

Dear Honorable Councilors,

In consideration of the recommendation of the Planning Board and comments by various citizens regarding the Year 46 Community Development Block Grant (CDBG), I hereby submit to the City Council the following year 46 CDBG application for your review. Attached, please find Year 46 Estimated Funding, Year 46 Funding Requested, and Year 46 Funding Recommended.

The Year 46 Consolidated Plan must be submitted to the Department of Housing and Urban Development no later than May 15, 2020 to ensure funds will be available by July 1, 2020. In order to meet the submission deadline for Year 46 CDBG program, comments must be received by the City Council's March 17, 2020 meeting.

Sincerely,

Stephen L. DiNatale  
Mayor of Fitchburg

Cc: Fitchburg City Council  
Calvin Brooks, City Auditor  
Cindy Dalton, Community Development Coordinator

**YEAR 46 ESTIMATED FUNDING**

Estimated CDBG funds available for Year 46 (2020-2021) are as follows:

Year 46 Entitlement*	\$996,222
Year 45 Entitlement	\$974,302
Estimated Program Income available from prior years (Misc.)	\$625
Potential Misc. Program Income available in Year 46	\$700
Reprogrammed Funds	\$114,885

CDBG Housing Revolving Loan Funds:

Anticipated Program Income July 1, 2019 – June 30, 2020	\$55,800
Anticipated Fund Balance as of June 30, 2020	\$165,000
Potential Program Income from July 1, 2020 – June 30, 2021	\$60,000

CDBG Business Revolving Loan Funds:

Anticipated Program Income July 1, 2019 – June 30, 2020	\$17,000
Anticipated Fund Balance as of June 30, 2020	\$40,000
Potential Program Income July 1, 2020 – June 30, 2021	\$23,000

HOME Revolving Loan Funds:

Anticipated Program Income July 1, 2019 – June 30, 2020	\$60,960
Anticipated Fund Balance as of June 30, 2020	\$180,000
Potential Program Income July 1, 2020 – June 30, 2021	\$65,000

\* This figure may fluctuate pending budget approval by Congress

**ESTIMATED FUNDING AVAILABLE – \$1,112,432**

**CDBG YEAR 46 FUNDING REQUESTED**

PUBLIC FACILITIES AND IMPROVEMENTS (10)	\$473,000
PUBLIC SERVICES (6)	\$192,000
ECONOMIC DEVELOPMENT (3)	\$160,000
REHABILITATION AND PRESERVATION (2)	\$119,270
CLEARANCE ACTIVITIES (1)	\$150,000
PLANNING AND ADMINISTRATION (1)	\$210,000
<b>TOTAL YEAR 46 FUNDING REQUESTS (23)</b>	<b>\$1,304,270</b>
<b>ESTIMATED FUNDS AVAILABLE:</b>	<b>\$1,100,512</b>

**CDBG YEAR 46 FUNDING RECOMMENDED**

PUBLIC FACILITIES AND IMPROVEMENTS (4)	\$330,900
PUBLIC SERVICES (5)	\$123,000
ECONOMIC DEVELOPMENT (3)	\$180,000
REHABILITATION AND PRESERVATION (2)	\$119,270
CLEARANCE ACTIVITIES (1)	\$160,000
PLANNING AND ADMINISTRATION (1)	\$199,244
<b>TOTAL YEAR 46 FUNDING RECOMMENDED (16)</b>	<b>\$1,112,414</b>

Reports of  
Committees  
Finance Committee

**PUBLIC FACILITIES AND IMPROVEMENTS**

PROJECT	SPONSOR	YEAR 46 RECOMMENDATION
<b>Streetscape Improvements</b>	<b>Community Development</b>	<b>\$290,900</b>
<p>Project funds will be used to design, install or replace sidewalks, curb-cuts, fencing, lighting, plantings or other streetscape, infrastructure, or accessibility improvements along City Gateways, North of Main or other strategic locations. Funds will support the large-scale Main Street/Boulder Drive project, as well as the next round of Complete Streets. Other planned work includes sidewalk and wall work at Allen Place, sidewalk work on Clarendon and Middle Street, and sidewalk and crosswalk work on South Street.</p>		
<b>Fitchburg Abolitionist Park Phases I &amp; II</b>	<b>Friends of the Fitchburg Abolitionist Park</b>	<b>\$5,000</b>
<p>Project funds will be used to prepare and develop the site for a park commemorating Fitchburg's participation in the Underground Railroad. This park, though located on land owned by Fitchburg State University, would be open to the public. Site preparation and development includes removal of tree stumps, resetting a granite wall, grading and hydro-seeding the lot, installing a stage, purchase and installation of signage, and landscaping.</p>		
<b>Downtown Mural Project</b>	<b>Community Development</b>	<b>\$25,000</b>
<p>Program funds will be used to install 2-3 murals in the downtown area. The City will conduct an RFP process to solicit artists and designers interested in creating a mural for the downtown, and oversee the installation of said murals.</p>		
<b>Sprinkler System at Horizon House</b>	<b>LUK, Inc.</b>	<b>\$10,000</b>
<p>Project funds will be used to purchase and install a sprinkler system at Horizon House, a group home for youth. This sprinkler system is required to comply with building and safety codes.</p>		

**4 PROPOSALS – \$330,900**

**PUBLIC SERVICES**

PROJECT	SPONSOR	YEAR 46 RECOMMENDATION
<b>Street Homeless Intervention Program</b>	<b>Our Father's House</b>	<b>\$28,000</b>
<p>Project funds will be used to pay staff salary for a 20 hour per week Street Outreach Worker solely dedicated to the homeless within the City of Fitchburg. Connections to mental health, addiction, health, and social services will be offered along with food, clothing, blankets, and human contact. Will work with Fitchburg PD and FD. \$8,000 would be used to pay for a chronically homeless persons first month's rent only or one-time payment in order to enable individuals to acquire and live in permanent housing and off the streets.</p>		
<b>Spartacus Program</b>	<b>Montachusett Regional YMCA</b>	<b>\$10,000</b>
<p>Program funds will be used to support staff salary of the Teen Center Spartacus Program, offering services to at-risk youth between the ages of 13 and 18 who live in Fitchburg. Emphasis will be on Youth Development, Healthy Living, and Social Responsibility through physical fitness, team building, life skills training, community service, and outdoor activities. It is estimated that 50 youth will be served between September and June.</p>		

<b>Drug Enforcement Patrol Program</b>	<b>Fitchburg Police Department</b>	<b>\$65,000</b>
<p>Program funds will be used to provide for police overtime expenses related to drug investigation activities in the CDBG Strategy Area and foot/motorcycle/bicycle patrols in targeted CDBG areas. Police activities include narcotics investigations, surveillance, undercover buys, search warrant services, and arrests. CDBG funds will be used by the Drug Suppression Unit to conduct thorough investigations on mid- to high-level dealers in the City of Fitchburg, particularly targeting the heroin and opioid market in designated CDBG areas.</p>		
<b>Family Homeless Shelter</b>	<b>North Star Family Services</b>	<b>\$10,000</b>
<p>Program funds will provide emergency housing for homeless families in North Worcester County, including case management and follow up services. It is estimated NSFS will screen 200-250 referrals during the year, and expects to serve 20 Fitchburg families in the shelter and emergency services. The CDBG funds will be used to partially pay for the NSFS Operations Manager salary costs.</p>		
<b>Fitchburg Homelessness Prevention Project</b>	<b>Community Legal Aid</b>	<b>\$10,000</b>
<p>Program funds will be used to assist low-income and elderly tenants at risk of eviction or loss of housing subsidy, in order to help prevent homelessness. CLA will also take on cases related to housing that is in need of repair; CLA is able to assert legal claims that result in improvement to housing conditions, making the unit more livable for the tenant, and increases the quality of the City's housing stock. In 2018, in the Central Division of the Housing Court, 93.2% of tenants were underrepresented, compared to 33.4% of landlords. Funding will support part of a Staff Attorney and the Senior Supervising Attorney.</p>		

**5 PROPOSALS - \$123,000**

***ECONOMIC DEVELOPMENT***

<b>PROJECT</b>	<b>SPONSOR</b>	<b>YEAR 46 RECOMMENDATION</b>
<b>Small Business Technical Assistance Program</b>	<b>NewVue Communities</b>	<b>\$25,000</b>
<p>Program funds will provide outreach and technical assistance to businesses, as well as help leverage loans for small businesses. It is estimated that 40 businesses will be served (unduplicated count), 60 jobs will be created/retained, and 3 loans with a value of \$75,000 total will be facilitated. Funds will be used to pay staff salary. NewVue has seen an increase in the need for intensive services for small business, and requests additional funds to meet this need for expanded support.</p>		
<b>Microenterprise Business Development</b>	<b>Community Development</b>	<b>\$120,000</b>
<p>Project funds will be used to support new and expanding microenterprises through loans and grants. Particular focus will be placed on businesses in need of one-time start-up costs, and preference will be given to retail.</p>		
<b>Fitchburg Downtown Coordinator</b>	<b>Fitchburg State University</b>	<b>\$35,000</b>
<p>Program funds will be used to support the salary of the Downtown Coordinator, who will assist in planning and coordinating Main Street projects and special events; assist in the development of a shared brand strategy for Downtown Fitchburg as both a college town and arts and culture destination. This position will spend significant time on supporting microenterprises in the downtown.</p>		

**3 Proposals - \$180,000**

Reports of  
Committees  
Finance Committee.

**REHABILITATION AND PRESERVATION**

PROJECT	SPONSOR	YEAR 46 RECOMMENDATION
Code Enforcement	Board of Health	\$99,270
<p>Program funds will be used to pay 100% of one existing full-time BOH Inspector positions and 50% of one full-time Clerk position. Through the enforcement of the State's Sanitary and Building Codes, Fitchburg's housing stock will be greatly improved. It is estimated that 200 housing units and 900 dwellings will be inspected in the CDBG strategy area.</p>		
Critical Home Repair	Habitat for Humanity	\$20,000
<p>Program funds will be used to fund 4-6 critical repairs in Fitchburg, serving 10 households. Critical Home Repair is exterior or interior work to alleviate critical health, life, and safety issues or code violations for homeowners in need. Participants must own their own home and have a verifiable need that falls within scope and capabilities. The home must be a primary principal residence, current on mortgage, property taxes and insurance. Repairs must be necessary to function in the home and homeowners must partner with Habitat.</p>		
<p><b>2 PROPOSALS - \$119,270</b></p>		

**CLEARANCE ACTIVITIES**

PROJECT	SPONSOR	YEAR 46 RECOMMENDATION
Demolition	Community Development Department	\$160,000
<p>Project funds will be used to remove abandoned structures which pose an imminent threat to public safety and which contribute to slums and blight. The entire City will be served but the principal benefit will accrue to the CDBG Strategy Area in which the proposed activities will take place. It is estimated that 4 buildings containing up to 12 units will be demolished. Consultants will be hired for specific expertise such as environmental assessment or engineering services.</p>		
<p><b>1 PROPOSAL - \$160,000</b></p>		

**PLANNING AND ADMINISTRATION**

PROJECT	SPONSOR	YEAR 46 RECOMMENDATION
CDBG Administration	Community Development Department	\$199,244
<p>Project funds will provide for the necessary administration of CDBG programs and sub-recipient contracts in accordance with federal guidelines, including staffing, technical services, and planning activities. This also includes the cost of various activities such as the Consolidated Plan; Consolidated Annual Performance Report; Analysis of Impediments to Fair Housing; and other strategic plans and services. These funds enable the City to apply for, receive, and administer additional federal and state grants.</p>		
<p><b>1 PROPOSALS - \$199,244</b></p>		

The Finance Committee recommended the following CDBG Application be approved:

COMMUNICATION: Year 46 Community Block Grant Application.

Report read and accepted. Council President Kushmerek noted that Councillor Beauchemin, who was unable to attend the meeting, opposed the proposal. Communication approved by unanimous vote. 8 members present. Board consists of 11 members.

Legislative  
Affairs Committee  
Meeting Cancelled

**Legislative Affairs Committee Oral Report**  
**Meeting of March 17, 2020, 6:00 PM**

028-20. Councillor Paul Beauchemin, to amend ch. 169-58, (Winter Parking Ban), to increase fee from \$30.00 to \$60.00 per day when the winter parking ban is in place.

029-20. Fitchburg Planning Board, to amend the Fitchburg Zoning Ordinance as part of Phase 1 of an Ordinance update to make clarifications in the Table of Principle Uses as outlined in the Petition. (Also Referred to a Public Hearing April 7, 2020)

NOTE: The Legislative Affairs Committee Meeting was cancelled due to the COVID-19 pandemic, and more time needed.

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**PUBLIC HEARING CANCELLED**

The following Public Hearing is rescheduled for April 21, 2020:

064-20. Unitil, Fitchburg Gas and Electric Light Company, to to construct and use a line for 2 new proposed pole locations on Valley Street, approximately 1200' west of Canton Street as outlined in the enclosed petition.

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**ORDERS-FINANCE**

065-20. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Department of Transportation's Safe Routes to School-signs and Lines Program in the approximate amount of \$6,000.00 (SIX THOUSAND AND 00/100 DOLLARS) for the purpose said grant, which is to repair crosswalks and signage in and around Reingold Elementary School.

066-20. ORDERED THAT: There be and hereby is transferred from within the sum of TWO THOUSAND, AND 00/100 DOLLARS (\$2,000.00) same to be transferred from PURCHASING, PERSONAL SERVICES, BUYER and credited to PURCHASING, PERSONAL SERVICES, OVERTIME.

067-20. ORDERED THAT: There be and hereby is appropriated the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) same to be charged against AVAILABLE FUNDS and credited to INFORMATION TECHNOLOGY EXPENSES, CAPITAL IMPROVEMENTS for replacing network switches.

068-20. ORDERED THAT: There be and hereby is appropriated the sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) same to be charged against AVAILABLE FUNDS and credited to LAW OTHER EXPENSES, DAMAGES PERSONS AND PROPERTY.

Orders were adopted under Suspension of the Rules by unanimous vote. 8 members present. Board consists of 11 members. Orders signed by the Mayor March 18, 2020.  
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Public Hearing  
Cancelled

Orders-Finance

Orders-CDBG

## ORDERS-CDBG

- 069-20. ORDERED THAT: The sum of TWO HUNDRED NINETY THOUSAND NINE HUNDRED DOLLARS (\$290,900) be appropriated, same to be credited to the Streetscape Improvements project and charged against the CDBG Year 46.
- 070-20. ORDERED THAT: The sum of FIVE THOUSAND DOLLARS (\$5,000.00) same to be credited to Fitchburg Abolitionist Park Phases I & II and charged against the CDBG Year 46.
- 071-20. ORDERED THAT: The sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) be appropriated, same to be credited to the Downtown Murals Project and charged against the CDBG Year 46.
- 072-20. ORDERED THAT: The sum of TEN THOUSAND DOLLARS (\$10,000.00) be appropriated, same to be credited to the LUK, Inc. Sprinkler System at Horizon House and charged against the CDBG Year 46.
- 073-20. ORDERED THAT: The sum of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000) be appropriated, same to be credited to Our Father's House Street Homeless Intervention Program and charged against the CDBG Year 46.
- 074-20. ORDERED THAT: The sum of TEN THOUSAND DOLLARS (\$10,000) be appropriated, same to be credited to the Montachusett Regional YMCA Spartacus Program and charged against the CDBG Year 46.
- 075-20. ORDERED THAT: The sum of SIXTY-FIVE THOUSAND DOLLARS (\$65,000) be appropriated, same to be credited to the Fitchburg Police Department Drug Enforcement and Patrol program and charged against the CDBG Year 46.
- 076-20. ORDERED THAT: The sum of TEN THOUSAND DOLLARS (\$10,000.00) be appropriated, same to be credited to the North Star Family Homeless Shelter and charged against the CDBG Year 46.
- 077-20. ORDERED THAT: The sum of TEN THOUSAND DOLLARS (\$10,000) be appropriated, same to be credited to the Community Legal Aid Homelessness Prevention Project and charged against the CDBG Year 46.
- 078-20. ORDERED THAT: The sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) be appropriated, same to be credited to NewVue Communities Small Business Technical Assistance Program and charged against the CDBG Year 46.
- 079-20. ORDERED THAT: The sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) be appropriated, same to be credited to the Microenterprise Business Development Project and charged against the CDBG Year 46.
- 080-20. ORDERED THAT: The sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) be appropriated, same to be credited to Fitchburg State University for the Fitchburg Downtown Coordinator Position and charged against the CDBG Year 46.

Orders-CDBG

- 081-20. ORDERED THAT: The sum of NINETY-NINE THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$99,270) be appropriated, same to be credited to the Fitchburg Board of Health Code Enforcement program and charged against the CDBG Year 46.
- 082-20. ORDERED THAT: The sum of TWENTY THOUSAND DOLLARS (\$20,000) be appropriated, same to be credited to the Habitat for Humanity Critical Home Repair Project and charged against the CDBG Year 46.
- 083-20. ORDERED THAT: The sum of ONE HUNDRED SIXTY THOUSAND EIGHTEEN DOLLARS (\$160,018) be appropriated, same to be credited to the Demolition of Abandoned Properties and charged against the CDBG Year 46.
- 084-20. ORDERED THAT: The sum of ONE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED FORTY-FOUR DOLLARS (\$199,244) be appropriated, same to be credited to CDBG Planning and Administration and charged against the CDBG Year 46.

Orders adopted under Suspension of the Rules by unanimous vote.  
 8 members present. Board consists of 11 members.  
 Orders signed by the Mayor March 18, 2020.

ORDERS-OTHER

Orders-Other

- 085-20. ORDERED THAT: Authorizing the Mayor to execute the Easement Deed between the City and Westminster Pond, LLC, as outlined in the enclosed Order.

City of Fitchburg

FITCHBURG CITY CLERK

2020 MAR 13 AM 8:42

In City Council,

ORDERED:-- That

WHEREAS, the City of Fitchburg and Westminster Street Pond, LLC have entered into a certain Easement Agreement.

WHEREAS, the City of Fitchburg and 431 Westminster St., LLC have entered into a certain Easement Agreement.

WHEREAS, part of the transaction giving rise to the foregoing agreements would include the City of Fitchburg accepting the easement rights contained in said Agreements.

WHEREAS, part of the transaction giving rise to the foregoing agreements would include the City of Fitchburg accepting property located at Parcel 2 shown on a Plan recorded in the Worcester North Registry of Deeds in Plan Book 514, Page 42 consisting of 100,470 sq. ft. +/- situated in Fitchburg on said Westminster Street. Also known as the Westminster Street Pond.

NOW THEREFORE, IT IS ORDERED that the City of Fitchburg accept the easement described in the referenced Easement Deed and to further accept the property known as Westminster Street Pond pursuant to the attached Massachusetts Quitclaim Deed and that the City of Fitchburg shall, through its Mayor Stephen L. DiNatale, approve and authorize all other acts and documents which will be necessary, helpful or convenient, to effectuate and ensure the completion of the Easement Deed.

Orders-Other

Total pages: 2

**MASSACHUSETTS QUITCLAIM DEED**

**Westminster Street Pond, LLC**, a Massachusetts limited liability company, with a usual place of business at 431 Westminster Street, Fitchburg, Worcester County, Massachusetts, for consideration paid, and in full consideration of less than one hundred dollars (\$100), grants to The City of Fitchburg, with a usual place of business at 166 Boulder Drive, Fitchburg, Worcester County, Massachusetts, with **QUITCLAIM COVENANTS**, Parcel 2 as shown on that plan recorded in the Worcester North District Registry of Deeds in Plan Book 514 Page 22, containing 100,470 square feet +/-, situated in Fitchburg, Worcester Country, Massachusetts (hereinafter referred to as the "Premises")

The within conveyance does not constitute the sale or transfer of all or substantially all of the Grantor's assets within the Commonwealth of Massachusetts.

The next page is the signature page.

Executed as a sealed instrument on this \_\_\_\_ day of \_\_\_\_\_, 2020.

Westminster Street Pond, LLC

By: \_\_\_\_\_  
Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this \_\_\_\_ day of \_\_\_\_\_ 2020, before me the undersigned notary public, personally appeared \_\_\_\_\_, **Manager** as aforesaid, and proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state government agency,  oath or affirmation of a credible witness, or  my personal knowledge of his identity, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Westminster Street Pond, LLC, as the voluntary act of Westminster Street Pond, LLC.

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

Orders-Other

FITCHBURG CITY CLERK  
2020 MAR 12 AM 10:16

**EASEMENT DEED**

**SECTION ONE – PARTIES**

**City of Fitchburg** a municipal corporation (“Fitchburg”) having its municipal offices at 166 Boulder Drive, Fitchburg, Worcester County, Massachusetts, 01420 acting by and through its Mayor, Stephen L. DiNatale; and

**431 Westminster St., LLC**, a Massachusetts Limited Liability Company (hereafter, “431 Westminster”) with a principal address of 431 Westminster Street, Fitchburg Massachusetts, 01420.

The above named parties are referred to collectively as “Parties”.

**SECTION TWO – PROPERTY DESCRIPTIONS**

The Parties own adjacent properties on or near Westminster Street in Fitchburg, Massachusetts as depicted and described upon the plan entitled “Plan of Easements #1, #2 Fitchburg, Mass. Prepared for 431 Westminster St. LLC April 10, 2018” (“Easement Plan”) attached hereto and made a part hereof as Exhibit A.

Fitchburg owns the property identified in Exhibit A as “City of Fitchburg Book 5141 Page 257 Parcel 1A Plan Book 465 Page 7” (“City Lot”).

431 Westminster owns the property identified in Exhibit A as “N/F 431 Westminster St. LLC Book 8581 Page 186 Plan Book 169 Page 7” (“431 Westminster Lot”).

The City Lot and the 431 Westminster Lot are hereafter collectively referred to as the “Parcels”.

**SECTION THREE – SUMMARY**

To facilitate the development of the City Lot and the 431 Westminster Lot, Fitchburg is granting easements, hereinafter described, over the City Lot for the benefit of the 431 Westminster Lot, and 431 Westminster is granting easements, hereinafter described, over the 431 Westminster Lot for the benefit of Fitchburg.

**SECTION FOUR – THE PLANS**

The boundaries of the easement areas referenced herein are depicted upon the Easement Plan as "Easement #1" and "Easement #2".

SECTION FIVE – GRANT OF EASEMENT

Fitchburg, for consideration paid, and in full consideration of less than \$100.00, grants to 431 Westminster, with quitclaim covenants, perpetual and appurtenant easements for the Access Purposes and Construction Purposes, as those purposes are hereinafter described, over and across Easement #1 on the City Lot and more particularly depicted upon the Easement Plan. These easements shall be appurtenant to and benefit the 431 Westminster Lot.

431 Westminster, for consideration paid, and in full consideration of less than \$100.00, grants to the City, with quitclaim covenants, perpetual and appurtenant easements for the Access Purposes, as those purposes are hereinafter described, over and across Easement #2 on the City Lot and more particularly depicted upon the Easement Plan. These easements shall be appurtenant to and benefit the City Lot.

SECTION SIX – PURPOSES

**"Access Purposes"**, as used in this Agreement, shall mean the nonexclusive use of the easement area in order to pass and repass on foot or by motor vehicles together with the right to park vehicles for uses associated with the Parcels, as applicable.

**"Construction Purposes"**, as used in this Agreement, shall mean the non-exclusive use of the City Lot to install, construct, reconstruct, maintain and repair paving, striping, curbing, lighting, directional signs, drainage, landscaping or other improvements commonly found in a parking area.

SECTION SEVEN – MAINTENANCE AND CONSTRUCTION

In the event construction or maintenance is undertaken in the easement areas herein granted, 431 Westminster agrees, at its sole cost and expense, to complete such construction or maintenance expeditiously, in a safe manner, and in accordance with all applicable requirements of any governmental authority having jurisdiction.

SECTION EIGHT – GENERAL PROVISIONS

- (1) Easements, Covenants and Agreements Running with the Land. The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall be binding upon and inure to the benefit of

Orders-Other

the parties hereto, and their respective successors and assigns.

- (2) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- (3) Construction. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one party, and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though each case fully expressed.
- (4) Captions. The headings of the several sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such sections.
- (5) Partial Invalidity. If any term(s) or provision(s) of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (6) No Review. Neither party hereto examined title to the title of the other.
- (7) Waiver. No waiver of any of the terms or conditions of this Agreement or delay or omission in exercising any rights or remedies as to any defaults under this Agreement shall be binding or effective unless expressed in writing and signed by the party giving such waiver.
- (8) Not a Partnership. Nothing herein contained shall be construed as creating a partnership, joint venture or any other legal relationship of common enterprise between the parties or any one or more of them.
- (9) Facilitation. Each party agrees to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the provisions of this Agreement and to be consistent herewith.
- (10) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall constitute a single instrument.
- (11) Authority. Each party executing this Agreement warrants and represents that it is authorized to enter into this Agreement on behalf of its respective corporation and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

- (12) 431 Westminster Indemnification. 431 Westminster agrees, at its sole cost and expense, to defend, save harmless and indemnify the City, its successors and assigns, from and against any and all claims, suits, liabilities, demands, damages, costs, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) of whatever nature arising out of the acts, omissions, fault, negligence, misconduct or default of 431 Westminster, its guests, visitors, business invitees, employees, agents, contractors or licensees in connection with 431 Westminster's use and maintenance of Easement #1 on the City Lot.
- (13) City Indemnification. City, at its sole cost and expense, to defend, save harmless and indemnify 431 Westminster, its successors and assigns, from and against any and all claims, suits, liabilities, demands, damages, costs, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) of whatever nature arising out of the acts, omissions, fault, negligence, misconduct or default of City, its guests, visitors, business invitees, employees, agents, contractors or licensees in connection with the City's use of Easement #2 on the 431 Westminster Lot.
- (14) This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

The next pages are the signature pages.

Orders-Other

Executed as an instrument under seal the day and year first above written.

By: \_\_\_\_\_  
its \_\_\_\_\_  
hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 government agency,  oath or affirmation of a credible witness,  personal knowledge of her identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as \_\_\_\_\_, as the voluntary act of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

Executed as an instrument under seal the day and year first above written.

By: \_\_\_\_\_  
its \_\_\_\_\_  
hereunto duly authorized

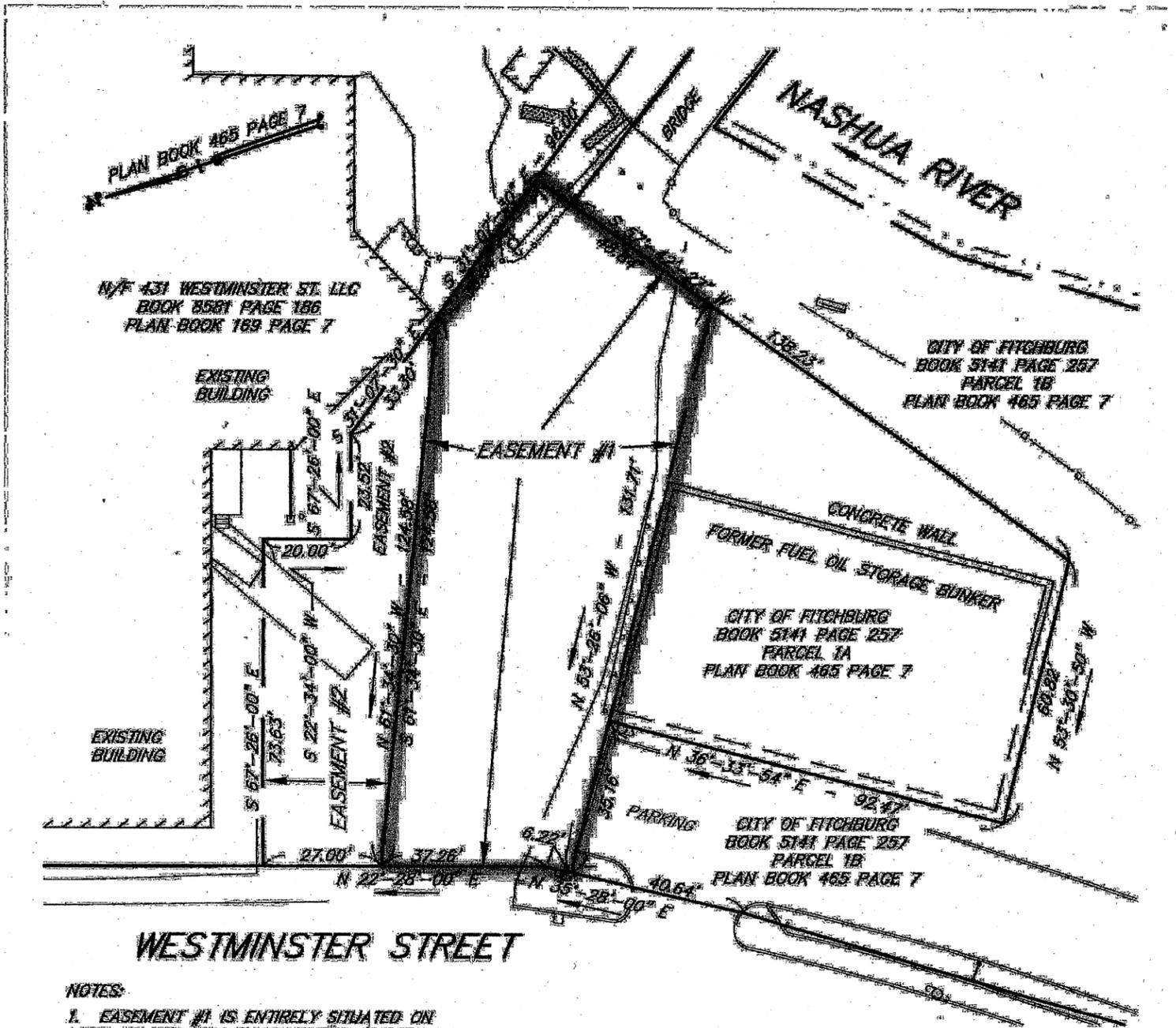
COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_ day of \_\_\_\_\_, 2020, 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 government agency,  oath or affirmation of a credible witness,   
personal knowledge of her identity, to be the person whose name is signed on the  
preceding or attached document, and acknowledged to me that she signed it voluntarily for  
its stated purpose as \_\_\_\_\_, as the voluntary act of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

Orders-Other



**WESTMINSTER STREET**

**NOTES:**

1. EASEMENT #1 IS ENTIRELY SITUATED ON LAND OF THE CITY OF FITCHBURG (PARCEL 1A, PLAN BOOK 465 PAGE 7) AND IS INTENDED FOR THE NON-EXCLUSIVE BENEFIT OF 431 WESTMINSTER ST LLC, ADJUTER. SEE DEED OF EASEMENT.

2. EASEMENT #2 IS ENTIRELY SITUATED ON LAND OF 431 WESTMINSTER ST LLC (PLAN BOOK 169 PAGE 7) AND IS INTENDED FOR THE NON-EXCLUSIVE BENEFIT OF THE CITY OF FITCHBURG, ADJUTER. SEE DEED OF EASEMENT.

**3. PLAN REFERENCES:**

PLAN BOOK 465 PAGE 7  
 "PLAN OF LAND IN FITCHBURG, MASS. PREPARED FOR CITY OF FITCHBURG," DATED JUNE 15, 2006, BY WHITMAN & BINGHAM ASSOCIATES, LLC.

PLAN BOOK 169 PAGE 7  
 "LAND IN FITCHBURG, MASS. OWNED BY WEYERHAEUSER COMPANY," DATED JUNE 9, 1972, BY WILLIAM R. BINGHAM & ASSOC.

**PLAN OF  
 EASEMENTS #1, #2  
 FITCHBURG, MASS.**

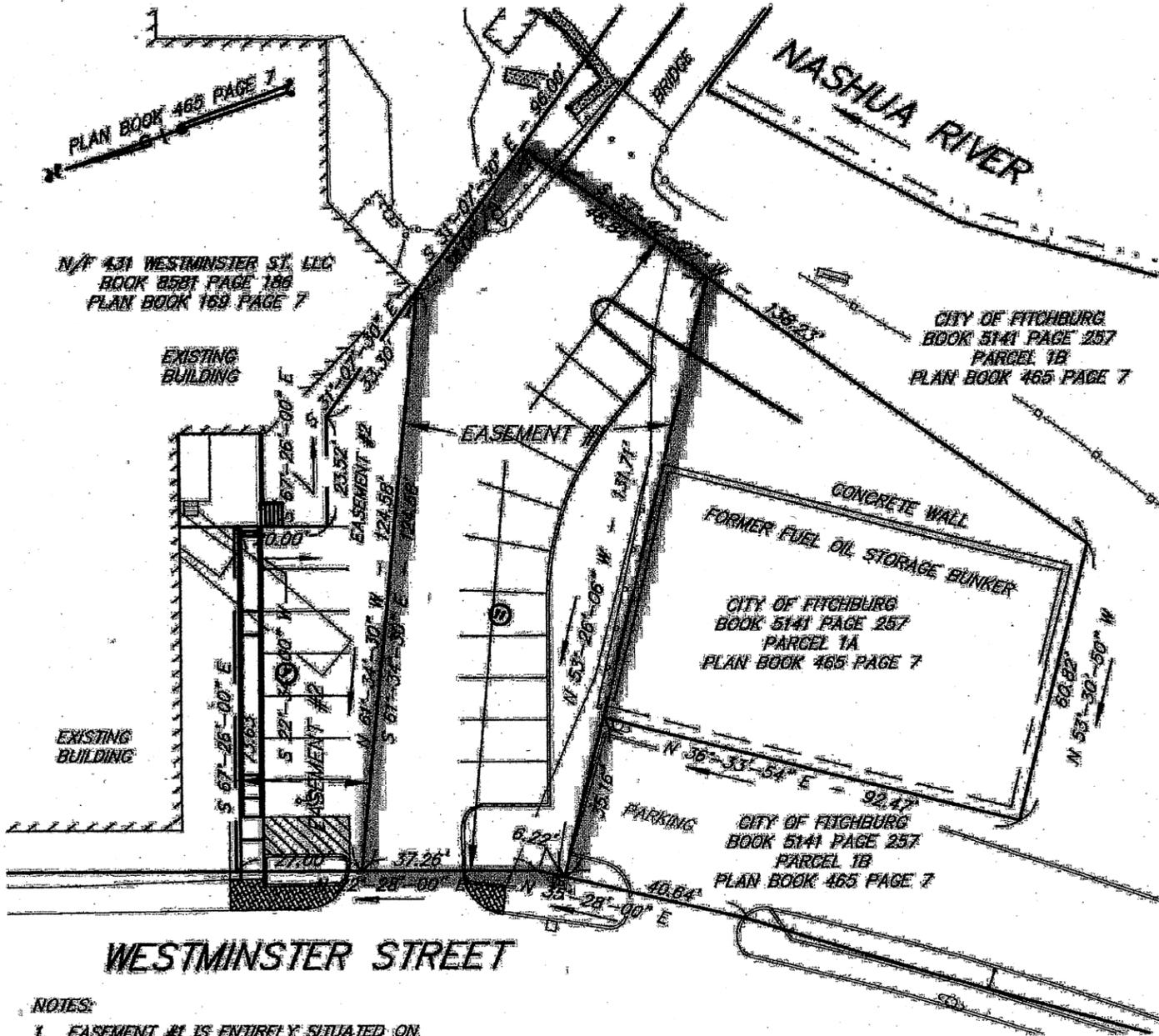
PREPARED FOR

**431 WESTMINSTER ST. LLC**

**APRIL 10, 2018**



**WHITMAN & BINGHAM ASSOCIATES, LLC**  
 REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 510 MECHANIC STREET - LEOMINSTER, MASSACHUSETTS 01453



NOTES:

1. EASEMENT #1 IS ENTIRELY SITUATED ON LAND OF THE CITY OF FITCHBURG (PARCEL 1A, PLAN BOOK 465 PAGE 7) AND IS INTENDED FOR THE NON-EXCLUSIVE BENEFIT OF 431 WESTMINSTER ST LLC ABUTTER. SEE DEED OF EASEMENT.
2. EASEMENT #2 IS ENTIRELY SITUATED ON LAND OF 431 WESTMINSTER ST LLC (PLAN BOOK 169 PAGE 7) AND IS INTENDED FOR THE NON-EXCLUSIVE BENEFIT OF THE CITY OF FITCHBURG, ABUTTER. SEE DEED OF EASEMENT.
3. PLAN REFERENCES:  
 PLAN BOOK 465 PAGE 7  
 "PLAN OF LAND IN FITCHBURG, MASS PREPARED FOR CITY OF FITCHBURG", DATED JUNE 15, 2006, BY WHITMAN & BINGHAM ASSOCIATES, LLC.  
 PLAN BOOK 169 PAGE 7  
 "LAND IN FITCHBURG, MASS OWNED BY WEYERHAEUSER COMPANY", DATED JUNE 9, 1972, BY WILLIAM R. BINGHAM & ASSOC.

PLAN OF  
**EASEMENTS #1, #2**  
 FITCHBURG, MASS.

PREPARED FOR

**431 WESTMINSTER ST. LLC**

APRIL 10, 2018



**WHITMAN & BINGHAM ASSOCIATES, LLC**  
 REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 510 MECHANIC STREET - LEOMINSTER, MASSACHUSETTS 01453

Orders-Other

FITCHBURG CITY CLERK

2020 MAR 12 AM 9:47

**EASEMENT DEED**

**SECTION ONE – PARTIES**

**City of Fitchburg** a municipal corporation (“Fitchburg”) having its municipal offices at 166 Boulder Drive, Fitchburg, Worcester County, Massachusetts, 01420 acting by and through its Mayor, Stephen L. DiNatale; and

**431 Westminster St., LLC**, a Massachusetts Limited Liability Company (hereafter, “431 Westminster”) with a principal address of 431 Westminster Street, Fitchburg Massachusetts, 01420.

The above named parties are referred to collectively as “Parties”.

**SECTION TWO – PROPERTY DESCRIPTIONS**

The Parties own adjacent properties on or near Westminster Street in Fitchburg, Massachusetts as depicted and described upon the plan entitled “Plan of Easements #1, #2 Fitchburg, Mass. Prepared for 431 Westminster St. LLC April 10, 2018” (“Easement Plan”) attached hereto and made a part hereof as Exhibit A.

Fitchburg owns the property identified in Exhibit A as “City of Fitchburg Book 5141 Page 257 Parcel 1A Plan Book 465 Page 7” (“City Lot”).

431 Westminster owns the property identified in Exhibit A as “N/F 431 Westminster St. LLC Book 8581 Page 186 Plan Book 169 Page 7” (“431 Westminster Lot”).

The City Lot and the 431 Westminster Lot are hereafter collectively referred to as the “Parcels”.

**SECTION THREE – SUMMARY**

To facilitate the development of the City Lot and the 431 Westminster Lot, Fitchburg is granting easements, hereinafter described, over the City Lot for the benefit of the 431 Westminster Lot, and 431 Westminster is granting easements, hereinafter described, over the 431 Westminster Lot for the benefit of Fitchburg.

**SECTION FOUR – THE PLANS**

The boundaries of the easement areas referenced herein are depicted upon the Easement Plan as "Easement #1" and "Easement #2".

SECTION FIVE – GRANT OF EASEMENT

Fitchburg, for consideration paid, and in full consideration of less than \$100.00, grants to 431 Westminster, with quitclaim covenants, perpetual and appurtenant easements for the Access Purposes and Construction Purposes, as those purposes are hereinafter described, over and across Easement #1 on the City Lot and more particularly depicted upon the Easement Plan. These easements shall be appurtenant to and benefit the 431 Westminster Lot.

431 Westminster, for consideration paid, and in full consideration of less than \$100.00, grants to the City, with quitclaim covenants, perpetual and appurtenant easements for the Access Purposes, as those purposes are hereinafter described, over and across Easement #2 on the City Lot and more particularly depicted upon the Easement Plan. These easements shall be appurtenant to and benefit the City Lot.

SECTION SIX – PURPOSES

**"Access Purposes"**, as used in this Agreement, shall mean the nonexclusive use of the easement area in order to pass and repass on foot or by motor vehicles together with the right to park vehicles for uses associated with the Parcels, as applicable.

**"Construction Purposes"**, as used in this Agreement, shall mean the non-exclusive use of the City Lot to install, construct, reconstruct, maintain and repair paving, striping, curbing, lighting, directional signs, drainage, landscaping or other improvements commonly found in a parking area.

SECTION SEVEN – MAINTENANCE AND CONSTRUCTION

In the event construction or maintenance is undertaken in the easement areas herein granted, 431 Westminster agrees, at its sole cost and expense, to complete such construction or maintenance expeditiously, in a safe manner, and in accordance with all applicable requirements of any governmental authority having jurisdiction.

SECTION EIGHT – GENERAL PROVISIONS

- (1) Easements, Covenants and Agreements Running with the Land. The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall be binding upon and inure to the benefit of

Orders-Other

the parties hereto, and their respective successors and assigns.

- (2) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- (3) Construction. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one party, and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though each case fully expressed.
- (4) Captions. The headings of the several sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such sections.
- (5) Partial Invalidity. If any term(s) or provision(s) of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (6) No Review. Neither party hereto examined title to the title of the other.
- (7) Waiver. No waiver of any of the terms or conditions of this Agreement or delay or omission in exercising any rights or remedies as to any defaults under this Agreement shall be binding or effective unless expressed in writing and signed by the party giving such waiver.
- (8) Not a Partnership. Nothing herein contained shall be construed as creating a partnership, joint venture or any other legal relationship of common enterprise between the parties or any one or more of them.
- (9) Facilitation. Each party agrees to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the provisions of this Agreement and to be consistent herewith.
- (10) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall constitute a single instrument.
- (11) Authority. Each party executing this Agreement warrants and represents that it is authorized to enter into this Agreement on behalf of its respective corporation and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

- (12) 431 Westminster Indemnification. 431 Westminster agrees, at its sole cost and expense, to defend, save harmless and indemnify the City, its successors and assigns, from and against any and all claims, suits, liabilities, demands, damages, costs, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) of whatever nature arising out of the acts, omissions, fault, negligence, misconduct or default of 431 Westminster, its guests, visitors, business invitees, employees, agents, contractors or licensees in connection with 431 Westminster's use and maintenance of Easement #1 on the City Lot.
- (13) City Indemnification. City, at its sole cost and expense, to defend, save harmless and indemnify 431 Westminster, its successors and assigns, from and against any and all claims, suits, liabilities, demands, damages, costs, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) of whatever nature arising out of the acts, omissions, fault, negligence, misconduct or default of City, its guests, visitors, business invitees, employees, agents, contractors or licensees in connection with the City's use of Easement #2 on the 431 Westminster Lot.
- (14) This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

The next pages are the signature pages.

Orders-Other

Executed as an instrument under seal the day and year first above written.

By: \_\_\_\_\_  
its \_\_\_\_\_  
hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_ day of \_\_\_\_\_, 2020, 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 government agency,  oath or affirmation of a credible witness,  personal knowledge of her identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as \_\_\_\_\_, as the voluntary act of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

Executed as an instrument under seal the day and year first above written.

By: \_\_\_\_\_  
its \_\_\_\_\_  
hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 government agency,  oath or affirmation of a credible witness,   
personal knowledge of her identity, to be the person whose name is signed on the  
preceding or attached document, and acknowledged to me that she signed it voluntarily for  
its stated purpose as \_\_\_\_\_, as the voluntary act of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

Orders-Other

086-20. ORDERED THAT: Authorizing the Mayor to execute the Easement Deed between the City and 431 Westminster Street, LLC, as outlined in the enclosed Order.

**City of Fitchburg**

FITCHBURG CITY CLERK

In City Council,

2020 MAR 12 AM 10:14

**ORDERED:** That

WHEREAS the City and 431 WESTMINSTER STREET, LLC, a Massachusetts Limited Liability Company, having a principal address of 431 Westminster Street, Fitchburg, Massachusetts 01420 have entered into an Easement Agreement to facilitate the development of the City Lot and Westminster Pond Lot authorized by the City Council pursuant to Petition 127-18, approved on July 17, 2018.

NOW THEREFORE, IT IS ORDERED that the City of Fitchburg shall, through its Mayor Stephen L. DiNatale, approve and authorize the execution and delivery of the Easement Deed, between the City and 431 Westminster St., LLC and to authorize all other acts and documents which will be necessary, helpful or convenient, to effectuate and ensure the completion of the Easement Deed.

FITCHBURG CITY CLERK

2020 MAR 12 AM 10: 07

**EASEMENT DEED**

**SECTION ONE – PARTIES**

**City of Fitchburg** a municipal corporation (“Fitchburg”) having its municipal offices at 166 Boulder Drive, Fitchburg, Worcester County, Massachusetts, 01420 acting by and through its Mayor, Stephen L. DiNatale; and

**Westminster Street Pond, LLC**, a Massachusetts Limited Liability Company (hereafter, “Westminster Pond”) with a principal address of 431 Westminster Street, Fitchburg Massachusetts, 01420.

The above named parties are referred to collectively as “Parties”.

**SECTION TWO – PROPERTY DESCRIPTIONS**

The Parties own adjacent properties on or near Westminster Street in Fitchburg, Massachusetts as depicted and described upon the plan entitled “Land in Fitchburg, Mass. Owned by Westminster Street Pond, LLC July 10, 2017” attached hereto and made a part hereof as Exhibit A (“ANR Plan”) recorded in the Worcester North District Registry of Deeds in Plan Book \_\_\_ Page \_\_\_.

Westminster Pond owns the property identified in Exhibit A as “Lot 1 44,077 Sq.Ft. +/-” (“Westminster Pond Lot”).

Fitchburg owns the property identified in Exhibit A as “Parcel 2 100,470 Sq.Ft. +/-” (“City Lot”).

The City Lot and the Westminster Pond Lot are hereafter collectively referred to as the “Parcels”.

**SECTION THREE – SUMMARY**

To facilitate the development of the City Lot and the Westminster Pond Lot, Fitchburg is granting easements, hereinafter described, over the City Lot for the benefit of the Westminster Pond Lot, and Westminster Pond is granting easements, hereinafter described, over the Westminster Pond Lot for the benefit of Fitchburg.

Orders-Other

SECTION FOUR – THE PLANS

The boundaries of the easement areas referenced herein are depicted upon the easement plan entitled “Plan of Easements #3, #4 Fitchburg, Mass. Prepared for Westminster Street Pond, LLC April 10, 2018” attached hereto and made a part hereof as Exhibit B and Exhibit C (“Easement Plans”).

SECTION FIVE – GRANT OF EASEMENT

Westminster Pond, for consideration paid, and in full consideration of less than \$100.00, grants to the City, with quitclaim covenants, perpetual and appurtenant easements for the Construction Purposes and Drainage Purposes, as those purposes are hereinafter described, over and across Easement #3 on the City Lot and more particularly depicted upon the Easement Plans. These easements shall be appurtenant to and benefit the Westminster Pond Lot.

Fitchburg, for consideration paid, and in full consideration of less than \$100.00, grants to Westminster Pond, with quitclaim covenants, perpetual and appurtenant easements for the Drainage Purposes, as those purposes are hereinafter described, over and across Easement #4 on the City Lot and more particularly depicted upon the Easement Plans. These easements shall be appurtenant to and benefit the Westminster Pond Lot.

SECTION SIX –PURPOSES

“**Construction Purposes**”, as used in this Agreement, shall mean the non-exclusive use of the City at its sole cost and expense to install, construct, reconstruct, maintain, repair and access conduits, channels, ducts, fittings, pipes, basins, vaults, and such other structures and infrastructures as may be necessary or appropriate for the installation and maintenance of a surface drainage system as more particularly described in Exhibit C with respect to the Drainage Purposes.

“**Drainage Purposes**”, as used in this Agreement, shall mean the use of the easement areas depicted upon the Easement Plans for a surface drainage system serving both the City Lot and the Westminster Pond Lot in, on, and through the drainage system more particularly depicted on Exhibit C.

SECTION SEVEN – MAINTENANCE AND CONSTRUCTION

In the event construction or maintenance is undertaken in the easement areas herein granted, the City agrees, at its sole cost and expense, to complete such construction or maintenance expeditiously, in a safe manner, and in accordance with all applicable requirements of any governmental authority having jurisdiction.

SECTION EIGHT – GENERAL PROVISIONS

- (1) Easements, Covenants and Agreements Running with the Land. The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.
- (2) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- (3) Construction. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one party, and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though each case fully expressed.
- (4) Captions. The headings of the several sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such sections.
- (5) Partial Invalidity. If any term(s) or provision(s) of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (6) Review. Neither party hereto examined title to the title of the other.
- (7) Waiver. No waiver of any of the terms or conditions of this Agreement or delay or omission in exercising any rights or remedies as to any defaults under this Agreement shall be binding or effective unless expressed in writing and signed by the party giving such waiver.
- (8) Not a Partnership. Nothing herein contained shall be construed as creating a partnership, joint venture or any other legal relationship of common enterprise between the parties or any one or more of them.
- (9) Facilitation. Each party agrees to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the provisions of this Agreement and to be consistent herewith.
- (10) Counterparts. This Agreement may be executed in any number of

Orders-Other

counterparts, each of which shall constitute an original, and all of which together shall constitute a single instrument.

- (11) Authority. Each party executing this Agreement warrants and represents that it is authorized to enter into this Agreement on behalf of its respective corporation and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.
- (12) Westminster Pond Indemnification. Westminster Pond agrees, at its sole cost and expense, to defend, save harmless and indemnify the City, its successors and assigns, from and against any and all claims, suits, liabilities, demands, damages, costs, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) of whatever nature arising out of the acts, omissions, fault, negligence, misconduct or default of Westminster Pond, its guests, visitors, business invitees, employees, agents, contractors or licensees in connection with Westminster Pond's use of Easement #4 on the City Lot.
- (13) City Indemnification. City, at its sole cost and expense, to defend, save harmless and indemnify Westminster Pond, its successors and assigns, from and against any and all claims, suits, liabilities, demands, damages, costs, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) of whatever nature arising out of the acts, omissions, fault, negligence, misconduct or default of City, its guests, visitors, business invitees, employees, agents, contractors or licensees in connection with the City's use of Easement #3 on the Westminster Pond Lot.
- (14) This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

The next pages are the signature pages.

Executed as an instrument under seal the day and year first above written.

By: \_\_\_\_\_  
its \_\_\_\_\_  
hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 government agency,  oath or affirmation of a credible witness,   
personal knowledge of her identity, to be the person whose name is signed on the  
preceding or attached document, and acknowledged to me that she signed it voluntarily for  
its stated purpose as \_\_\_\_\_, as the voluntary act of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

Orders-Other

Executed as an instrument under seal the day and year first above written.

By: \_\_\_\_\_  
its \_\_\_\_\_  
hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 government agency,  oath or affirmation of a credible witness,  personal knowledge of her identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as \_\_\_\_\_, as the voluntary act of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

Total pages: 2

**MASSACHUSETTS QUITCLAIM DEED**

**Westminster Street Pond, LLC**, a Massachusetts limited liability company, with a usual place of business at 431 Westminster Street, Fitchburg, Worcester County, Massachusetts, for consideration paid, and in full consideration of less than one hundred dollars (\$100), grants to The City of Fitchburg, with a usual place of business at 166 Boulder Drive, Fitchburg, Worcester County, Massachusetts, with **QUITCLAIM COVENANTS**, Parcel 2 as shown on that plan recorded in the Worcester North District Registry of Deeds in Plan Book 514 Page 22, containing 100,470 square feet +/-, situated in Fitchburg, Worcester Country, Massachusetts (hereinafter referred to as the "Premises")

The within conveyance does not constitute the sale or transfer of all or substantially all of the Grantor's assets within the Commonwealth of Massachusetts.

The next page is the signature page.

Orders-Other

Executed as a sealed instrument on this \_\_\_\_ day of \_\_\_\_\_, 2020.

Westminster Street Pond, LLC

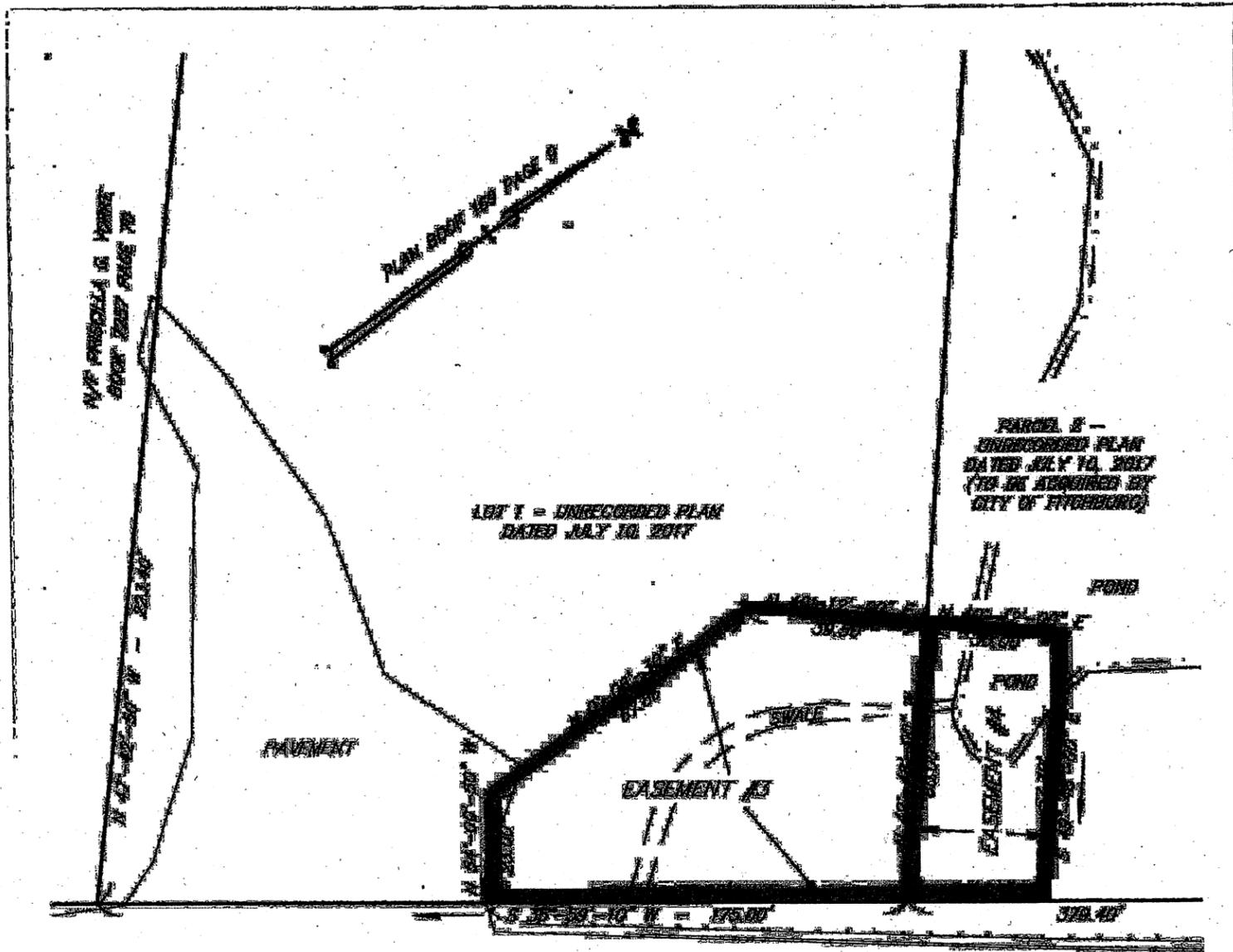
By: \_\_\_\_\_  
Manager

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this \_\_\_\_ day of \_\_\_\_\_ 2020, before me the undersigned notary public, personally appeared \_\_\_\_\_, **Manager** as aforesaid, and proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state government agency,  oath or affirmation of a credible witness, or  my personal knowledge of his identity, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Westminster Street Pond, LLC, as the voluntary act of Westminster Street Pond, LLC.

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



**WESTMINSTER STREET**

**NOTES:**

- 1. EASEMENT #3 IS ENTIRELY SITUATED ON LOT 1 AND IS INTENDED FOR THE BENEFIT OF PARCEL 2. SEE DEED OF EASEMENT.
- 2. EASEMENT #4 IS ENTIRELY SITUATED ON PARCEL 2 AND IS INTENDED FOR THE BENEFIT OF LOT 1. SEE DEED OF EASEMENT.
- 3. DEED REFERENCE: BOOK 853A PAGE 188 WESTMINSTER STREET FUND, LLC

**4. PLAN REFERENCES:**

PLAN BOOK 158 PAGE 9  
 LAND IN FITCHBURG, MASS. OWNED BY  
 HEYERHAEUSER CO., DATED AUGUST 19,  
 1876, BY WILLIAM B. BINGHAM &  
 ASSOCIATES

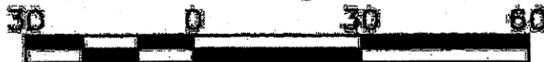
LAND IN FITCHBURG, MASS. OWNED BY  
 WESTMINSTER STREET FUND, LLC,  
 DATED JULY 16, 2012, BY WHITMAN &  
 BINGHAM ASSOCIATES, LLC  
 (UNRECORDED)

**PLAN OF  
 EASEMENTS #3, #4  
 FITCHBURG, MASS.**

PREPARED FOR

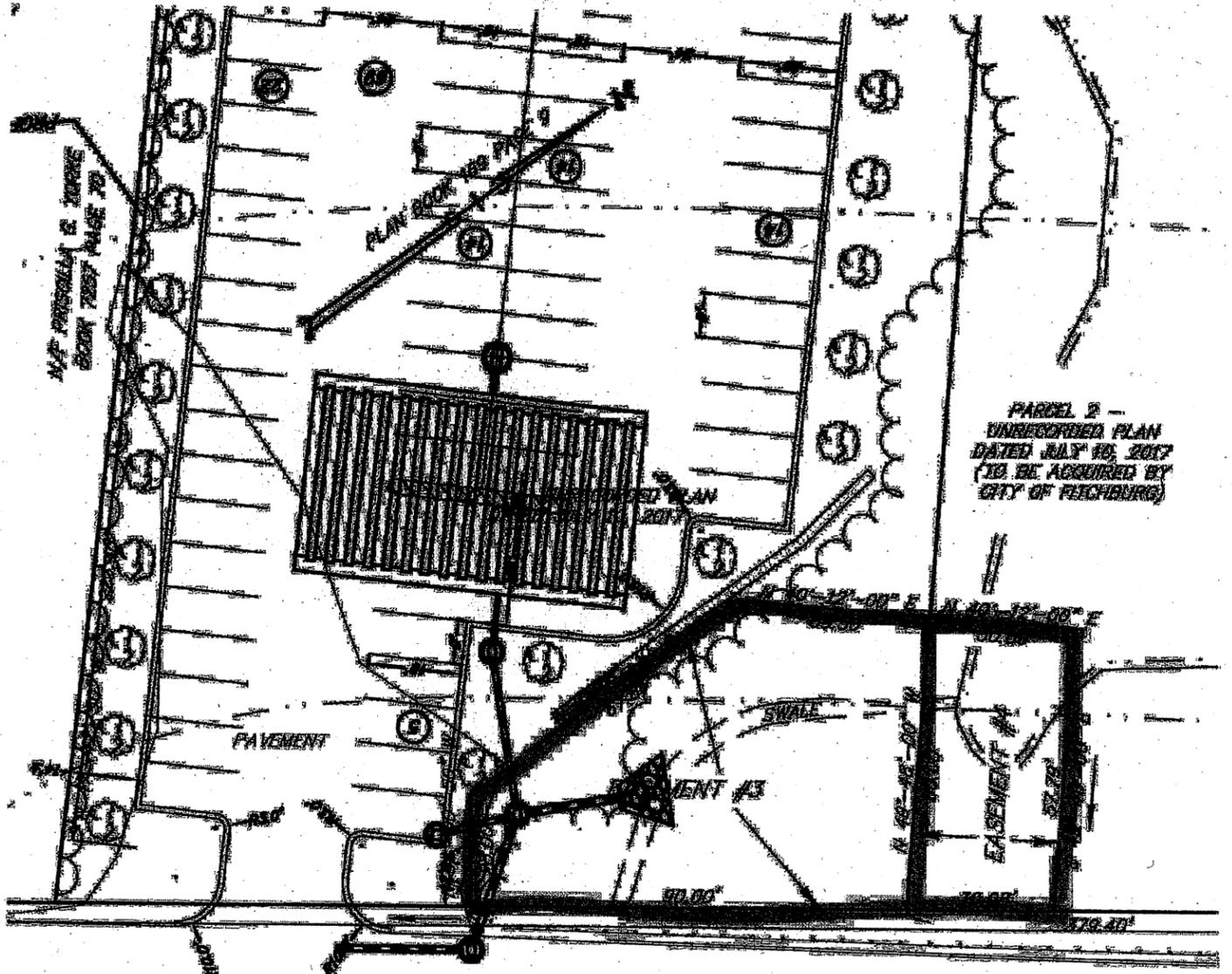
**WESTMINSTER STREET POND, LLC**

**APRIL 10, 2018**



**WHITMAN & BINGHAM ASSOCIATES, LLC**  
 REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 519 MCHANIC STREET - LEOMINSTER, MASSACHUSETTS 01453

Orders-Other



WESTMINSTER STREET

NOTES:

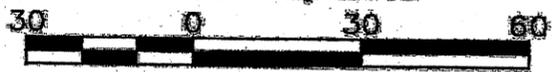
- 1. EASEMENT #3 IS ENTIRELY SITUATED ON LOT 1 AND IS INTENDED FOR THE BENEFIT OF PARCEL 2. SEE DEED OF EASEMENT.
- 2. EASEMENT #4 IS ENTIRELY SITUATED ON PARCEL 2 AND IS INTENDED FOR THE BENEFIT OF LOT 1. SEE DEED OF EASEMENT.
- 3. DEED REFERENCE BOOK 8681 PAGE 188 WESTMINSTER STREET POND, LLC
- 4. PLAN REFERENCES:  
 PLAN BOOK 189 PAGE 9  
 "LAND IN FITCHBURG, MASS. OWNED BY WEYERHAEUSER CO.", DATED AUGUST 19, 1977, BY WILLIAM R. BINGHAM & ASSOCIATES  
 "LAND IN FITCHBURG, MASS. OWNED BY WESTMINSTER STREET POND, LLC", DATED JULY 10, 2017, BY WHITMAN & BINGHAM ASSOCIATES, LLC (UNRECORDED)

PLAN OF  
**EASEMENTS #3, #4**  
 FITCHBURG, MASS.

PREPARED FOR

**WESTMINSTER STREET POND, LLC**

APRIL 10, 2018



**WHITMAN & BINGHAM ASSOCIATES, LLC**  
 REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 510 MECHANIC STREET - LEOMINSTER, MASSACHUSETTS 01453

087-20. ORDERED THAT: Authorizing the Mayor to execute all documents and take any acts to amend any or all existing Host Community Agreements with Marijuana Entities as outlined in the Order.  
(Full order is available electronically)

## City of Fitchburg

FITCHBURG CITY CLERK

In City Council,

2020 MAR 12 AM 9:22

**ORDERED— That**  
**WHEREAS**, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, transportation, sale and use of marijuana for non-medical purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the "CCC") at 935 CMR 500.000 et seq. (the "CCC Regulations"), as well as for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the "Act") and its implementing regulations at 935 CMR 501 et seq. (the "Medical Regulations"); and  
**WHEREAS**, under M.G.L. c. 94G the CCC has been charged with much of the regulation and licensing of the medical and non-medical marijuana industry as well as implementing policies and procedures to promote and encourage full participation in the regulated marijuana industry; and  
**WHEREAS**, the CCC has issued guidance documents and regulations regarding the implementation of medical and non-medical marijuana legalization; and  
**WHEREAS**, the City, in response to said guidance approved a new format for Host Agreements during the course of 2019; and  
**WHEREAS**, the City had, at that time already entered into a number of Host Community Agreements with both medical and non-medical marijuana-related businesses (the "Marijuana Entities"); and  
**WHEREAS**, the City and Marijuana Entities wish to amend and clarify the impact fees provisions and the nature of Community Relations Boards among other provisions in said agreements; and  
**WHEREAS**, the Marijuana Entities and the City wish to ensure that all aspects of the regulated marijuana medical and non-medical marijuana industry operate in accordance with M.G.L. c. 94G and the Act, including but not limited to the payment of an impact fee; and  
**WHEREAS**, to the end of amending the agreement the City has made several inquiries and offers to amend since throughout the year of 2019, some of which have been accepted and others which are anticipated to be accepted.  
**NOW THEREFORE, IT IS ORDERED** that the Honorable Mayor Stephen L. DiNatale be hereby authorized for and on behalf of said City, in accordance with M.G.L. c. 94G(d), to execute and deliver any and all documents and take any and all acts necessary, convenient and helpful to amend any or all existing Host Community Agreements with Marijuana Entities to ensure that the same are in compliance with M.G.L. C. 94G(d), and other future amendments as attached or in form substantially similar thereto.

Orders adopted under Suspension of the Rules by unanimous vote.  
 8 members present. Board consists of 11 members.  
 Orders signed by the Mayor March 18, 2020.

**ORDINANCES**

057-20. AN ORDINANCE: Amending Portions of the City Code and establishing a Department of Facilities Management and a Director of Facilities as outlined in the enclosed Ordinance.

**CITY OF FITCHBURG**

IN THE YEAR

2020

**AN ORDINANCE**

FITCHBURG CITY CLERK  
2020 FEB 13 AM 10:48

Be it ordained by the City Council of the City of Fitchburg, as follows:

The following portion(s) of the City Code shall be amended as follows:

1. Chapter 3, Article IX, Section 3-92 entitled "Establishment" shall be amended by striking the words: "and the Division of Public Facilities, which shall have charge of public buildings and structures.
2. Chapter 3, Article IX, Section 3-96 entitled "Powers and duties of Commissioner" shall be amended by striking subsection "P" and subsection "Q" in their entirety.
3. Chapter 3, Article IX, Section 3-108 entitled "Appointing authority" shall be amended by striking subsection "D" in its entirety.

A new Article XX within Chapter 3, shall be inserted and be entitled "Department of Facilities Management." The following sections shall be inserted and are as follows:

1. Section 3-179 entitled "Establishment" shall read as follows: There is hereby established a Department of Facilities Management for the City of Fitchburg. The Department shall have charge of public buildings and structures.
2. Section 3-180 entitled "Director of Facilities" shall read as follows: The Department of Facilities Management shall be under the supervision of the Director of Facilities.
3. Section 3-181 entitled "Appointment and Term of Director" shall read as follows: The Director of Facilities shall be appointed by the Mayor subject to confirmation by City Council.
4. Section 3-182 entitled "Powers and Duties of the Director" shall read as follows: The Director of Facilities shall have the following powers and duties:
  - a. The Director of Facilities shall have charge of all municipal buildings and structures and shall, subject to available funding, keep these buildings and structures in good repair. He or she shall have charge of any persons employed by the City for the purpose of maintaining these buildings and structures and to coordinate the maintenance and improvement work performed by other departments affecting the buildings under their respective jurisdiction. All other departments and municipal employees shall cooperate with the Director Facilities to support the goal that public buildings and structures be maintained in clean, safe condition and in good repair.
  - b. The Director shall have the care and custody of City Hall, including the building and services connected with it.

ARTICLE XX SHALL READ AS FOLLOWS:

ARTICLE XX – Department of Facilities Management

Section 3-179 – Establishment

There is hereby established a Department of Facilities Management for the City of Fitchburg. The Department shall have charge of public buildings and structures.

Section 3-180 – Director of Facilities

The Department of Facilities Management shall be under the supervision of the Director Facilities.

Section 3-181 – Appointment and Term of Director

The Director of Facilities shall be appointed by the Mayor subject to confirmation by City Council.

Section 3-182 Powers and Duties of the Director

The Director of Facilities shall have the following powers and duties:

- a. The Director of Facilities shall have charge of all municipal buildings and structures and shall, subject to available funding, keep these buildings and structures in good repair. He or she shall have charge of any persons employed by the City for the purpose of maintaining these buildings and structures and to coordinate the maintenance and improvement work performed by other departments affecting the buildings under their respective jurisdiction. All other departments and municipal employees shall cooperate with the Director of Facilities to support the goal that public buildings and structures be maintained in clean, safe condition and in good repair.
- b. The Director shall have the care and custody of City Hall, including the building and services connected with it.

Ordinances



*The City of Fitchburg*  
*Massachusetts*  
OFFICE OF THE MAYOR

**STEPHEN L. DINATALE**  
**MAYOR**

166 BOULDER DRIVE  
FITCHBURG, MA 01420  
TEL. (978) 829-1801

**AARON TOURIGNY**  
CHIEF OF STAFF  
ATOURLIGNY@FITCHBURGMA.GOV

**JOAN DAVID**  
ADMINISTRATIVE AIDE  
JDAVID@FITCHBURGMA.GOV

February 12, 2020

The Honorable City Council  
Fitchburg Municipal Offices  
166 Boulder Drive, Suite 108  
Fitchburg, MA 01420

Dear Honorable Councilors:

The time has come for the city to create a Department of Facilities Management overseen by a Director. This person will have charge of all municipal buildings and structures and will be responsible for keeping them in good repair. They will assist in capital planning and construction oversight. They will be responsible for safety inspections and other efforts to limit insurance risk.

Funding for the Director's position will come from two sources. With the move back to City Hall, there is projected to be funds available for two positions—a director and a building custodian. The director will have direct oversight of City Hall. The second source will come from a reduction in insurance premiums generated as the director pursues inspections and repairs that lessen the city's insurance risk.

In another letter I have requested funding for this position for the balance of the fiscal year. We would like to hire someone before June 30<sup>th</sup>, so they can be available during the summer and fall for the commissioning of City Hall.

Attached to this letter are proposed changes to the City Code, a copy of the relevant ordinances as they are currently written, a draft job description, and a rough cost analysis.

I respectfully ask that you approve the changes to the City Code, so that we can begin the process of filling this much needed position.

Thank you.

Regards,

Stephen L. DiNatale

Mayor

City of Fitchburg, MA  
Tuesday, February 4, 2020.

## Chapter 3. Administration

### Article IX. Department of Public Works

#### § 3-92. Establishment.

[Amended 11-5-1969 by Ord. No. 659-69; 5-13-2008 by Ord. No. 086-08; 10-19-2010 by Ord. No. 245-10]

There is hereby established a Department of Public Works for the City of Fitchburg. The Department shall consist of a Cemetery Division, which shall act as support for the Trustees of Public Burial Grounds and have administrative charge of the public cemeteries; a Parks Division, which shall act as support for the Board of Park Commissioners; the Division of Streets; the Water Enterprise Division; and the Wastewater Enterprise and Sewer Division, which shall act as support for the Water-Wastewater Commission and have administrative charge of the wastewater treatment plants, facilities and public sewage systems and the Division of Public Facilities, which shall have charge of public buildings and structures. The Department shall cooperate and coordinate its activities with the Department of Community Development in providing support services to the Board of Zoning Appeals, the Planning Board, the Conservation Commission and the Board of Park Commissioners.

#### § 3-96. Powers and duties of Commissioner.

The Commissioner of Public Works shall have the following powers and duties:

- A. The direct care and supervision of the construction, alteration, layout, relocation, maintenance and repair of highways, streets, sidewalks, bridges, sewers and water system of the City.
- B. The care, supervision and control of streetlighting.
- C. The general charge and supervision of streets and ways of the City and keeping them in good repair and safe condition for travel.
- D. The assigning of places in the highways or on public ways for poles, the erection of which has been duly authorized.
- E. The making of all necessary and proper arrangements for the cleaning of streets and collecting and disposing of ashes.
- F. The supervision of all public work of the City which comes under his or her Department.  
[Amended 6-3-2014 by Ord. No. 100-2014]
- G. The performance of such engineering services and the making of examinations and preparation of such plans and specifications as may be needed by the City or any department or board thereof.
- H. The supervision of all repairs on City bridges used as highways.
- I. The performance of the duties of a civil engineer in connection with the making of surveys, levels and measurements, laying out of streets, sidewalks, drains, sewers and other public work

## Ordinances

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City of Fitchburg, MA

delegated to or taken by his or her Department.  
[Amended 6-3-2014 by Ord. No. 100-2014]

- J. The performance of all other services properly connected with his or her Department as may be required by the Mayor, Council or any department or board of the City.  
[Amended 6-3-2014 by Ord. No. 100-2014]
- K. The employment, subject to the approval of the Mayor and the Civil Service Act, of such assistants as he or she may deem necessary to carry out the powers vested in him. The compensation of such assistants shall be fixed by him, subject to the approval of the Mayor.  
[Amended 6-3-2014 by Ord. No. 100-2014]
- L. The delegation, apportionment or transfer of his or her various powers and duties to or among the various divisions of his or her Department.  
[Amended 6-3-2014 by Ord. No. 100-2014]
- M. Have charge of the system of sewage disposal and the construction, maintenance and repair of all main drains and common sewers.
- N. Have the powers and be subject to the duties, liabilities and penalties which are or may be, by law, given to or imposed upon road commissioners of towns and surveyors of highways.
- O. Clerk of the Public Works Committee of the Council.
- P. He or she shall have the care and custody of City Hall, including the building and services connected with it and all of the buildings and structures owned or controlled by the City, and shall have the responsibility for keeping such property in good condition and repair and shall have the direction and supervision of persons employed to assist him or her concerning such duties.  
[Added 4-6-1971 by Ord. No. 237-71; amended 5-13-2008 by Ord. No. 086-08; 6-3-2014 by Ord. No. 100-2014]
- Q. The Commissioner shall, with the approval of the Mayor, have charge of renting any City-owned public building not under the jurisdiction of another municipal department or official and the authority to impose and collect the rents for such use to be turned over to the City Treasurer who shall keep an accurate account of such receipts.  
[Added 5-13-2008 by Ord. No. 086-08]

### § 3-108. Appointing authority.

[Added 5-19-1993 by Ord. No. 100-93;<sup>[1]</sup> amended 5-13-2008 by Ord. No. 086-08; 6-3-2014 by Ord. No. 100-2014]

- A. Deputy Commissioner of the Department of Public Works for Water Supply. The Commissioner may appoint a person to be the Deputy Commissioner of the Department of Public Works for Water Supply, subject to his or her supervision and control. The Deputy Commissioner must be certified by the Massachusetts Board of Certification of Operators of Drinking Water Supply Facilities as a Grade IV operator, must have a bachelor's degree in environmental sciences and/or management and must have 10 years' experience in the field of water supply, including therein five years in a management capacity. The Deputy Commissioner shall be responsible for planning and directing the repair and maintenance of reservoirs, dams, gatehouses, spillways and the land surrounding the same, testing and treating water supply for quality control; constructing; maintaining and repair of water mains and service connections, maintaining the water service system, including pumping stations, fire lines, hydrants and water meters. The Deputy Commissioner shall analyze population and industrial growth trends to determine the adequacy of current facilities and to plan methods and sequence of operations additions, deletions or modifications to the water supply system and shall perform such other related work as the

- Commissioner may desire. Notwithstanding provisions of the Code of the City of Fitchburg, the appointee shall be entitled to such benefits as negotiated by the Mayor and approved by the Council.
- B. Water Quality Manager. The Commissioner may appoint a person to be Water Quality Manager of the Department of Public Works Water Division subject to his or her supervision and control. Under the direction of the Deputy Commissioner, the Water Quality Manager supervises and directs all operations relative to the storage, treatment and testing of the City's water supply to meet the requirements for safe, potable drinking water.
- (1) The Water Quality Manager shall have at least a bachelor of science degree in biology, microbiology, chemistry or environmental science and two years' experience in a drinking water supply facility. Five years' supervisory experience in water quality management and a Grade 3 drinking water supply facilities operator certification in water system operation and maintenance may be substituted for two years of college education. Ability and willingness to obtain a Grade 4 drinking water supply facilities operator certification within two years.
  - (2) The Water Quality Manager shall have the following responsibilities:
    - (a) Responsible for all water quality requirements in the watershed areas, plants and distribution system.
    - (b) Supervise watershed, plant and laboratory personnel in the execution of their duties.
    - (c) Supervise the operation of treatment and testing facilities and watersheds.
    - (d) Responsible for the implementation of all aspects of the Safe Drinking Water Act requirements.
    - (e) Oversee forestry activities in the watershed.
    - (f) Assist in the development of new programs and the writing and facilitating of grant proposals.
    - (g) Perform all other related duties as required for maintaining EPA- and DEP-acceptable drinking water.
    - (h) Perform such other duties as may be required by the Commissioner or Deputy Commissioner.
- C. Water System Manager. The Commissioner may appoint a person to be Water System Manager of the Department of Public Water Division subject to his or her supervision and control. Under the direction of the Deputy Commissioner for Water Supply, the Water System Manager supervises and directs all operations relating to the maintenance of the water supply distribution system. The Water System Manager shall meet the following minimal requirements:
- (1) Civil or other appropriate engineering degree and five years' experience in water works operation and maintenance or 10 years' experience in water works development and operation, including five years in a supervisory role, and a Grade 4 drinking water supply facilities operator certification in water system operation and maintenance. A Massachusetts Class 3 license is also required.
  - (2) The Water System Manager shall have the following duties:
    - (a) Supervise, direct and control, through the foremen, work of assigned crews engaged in constructing, maintaining and repairing water mains, gates, equipment, buildings, pumps and other related equipment or structures.

Ordinances

- (b) Supervise, direct and control, through the foremen, the work of assigned crews engaged in the installation, testing, repairing and maintaining of water service connections and lines.
- (c) Prepare cost estimates for service and main installations, renewals and repairs.
- (d) Make regular rounds of assigned projects to inspect conditions, ensure compliance with departmental procedures and practices and provide technical advice and assistance to foremen.
- (e) Develop and maintain records, reports and control systems as required, including computer operations dealing with fixed assets, records and water works maintenance.
- (f) Responsible for adherence to City and division policies and handling of distribution system personnel problems.
- (g) Review all water distribution system plans and specifications submitted to the City by developers, contractors and others.
- (h) Oversee all contracted work for water main and water service repairs.
- (i) Perform all other related duties as directed by the Department of Public Works Commissioner or Deputy Commissioner.

D. The Facilities Manager shall have charge, under the supervision and direction of the Commissioner, of all municipal buildings and structures. He or she shall, subject to available funding, keep these buildings and structures in good repair. He or she shall have charge of any persons employed by the City for the purpose of maintaining these buildings and structures to coordinate the maintenance and improvement work performed by other departments affecting the buildings under their respective jurisdiction. All other departments and municipal employees shall cooperate with the Facilities Manager to support the goal that public buildings and structures be maintained in clean, safe condition and in good repair.

[1] *Editor's Note: This ordinance also repealed former § 3-108, Appointment of Water Registrar and Superintendent, as amended.*

## CITY OF FITCHBURG JOB DESCRIPTION

**TITLE:** Director of Facilities

**RESPONSIBILITIES:**

The Director of Facilities is responsible to develop and oversee programs and manage projects which preserve, maintain and enhance the City and Public School infrastructure and to provide services and sustainable, resilient environmental practices for the benefit of all City of Fitchburg residents, businesses and visitors. The Director is responsible for all City and Fitchburg Public School facilities, including 25 municipal buildings and schools. The Director shall work independently, under the guidance, direction and supervision of the Mayor and in cooperation with the FPS Superintendent, to carry out the policies of the School Committee and to ensure the Facilities Department meets safety, financial, quality, efficiency, procurement and environmental goals and standards for all public buildings.

**DUTIES:**

The duties of the Facilities Director include but are not limited to the following areas:

**Financial Management**

- Develop and maintain a multi-year capital improvement plan and maintenance program for all City buildings; oversees execution of approved projects and implements a system to prioritize maintenance projects;
- Develop data regarding building maintenance costs, energy utilization and more to facilitate informed budgeting and decision making related to operations;
- Prepare draft and administer the approved budget for facility maintenance, safety, and security including supplies, equipment and facilities personnel for City Hall;
- Supervise and assist with the preparation, management and tracking of operating, maintenance, capital improvement, capital expenditure plans and budgets related to the Facilities Department, including all utility line items;
- Conduct comprehensive and detailed cost analysis program of facility expenditures as a basis for annual forecast of expenditures;

**Project Management**

- Liaise with City's Chief Procurement Officer to determine and establish detailed bid and quote specifications pertaining to purchase of supplies, materials, equipment and contract work; oversee acquisition, storage and issuance of all custodial and maintenance materials, supplies and equipment for City Hall;
- Oversee all municipal and school construction projects, including any approved new school or repair projects approved by the MSBA and shall work in concert with all OPM's;
- Assume responsibility for comprehensive overall planning and scheduling of maintenance, repair requirements and projects related to City and FPS buildings;
- Assist in the development of detailed plans and specifications for procurement of vendors for the purchase of materials, supplies, equipment and services related to the Facilities Department, in accordance with state and local procurement laws, city procurement policies and wage rate standards; Prepare and maintain related required reports and records;
- Supervise and inspect the improvement and renovation work performed by outside contractors; Verify terms of all such contracts have been fulfilled before authorizing final payments;

## Ordinances

- Ensure standards are consistent with all applicable laws and are maintained as required; establish environmental compliance programs for asbestos abatement, radon control, lead paint control, hazardous waste disposal, air quality standards, fuel tank testing and other local, state, and federal environmental regulations, as required;
- Responsible for the purchase, utilization and control of all forms of energy used in City buildings; energy purchase shall be done in conjunction with the Chief Procurement Officer.

**Personnel Management**

- In accordance with City employment policies and collective bargaining agreements, provide direct supervision and oversight for all Facilities Department personnel; plan, organize and direct work assignments and manage staff performance;
- Ensure adequate training of Facilities Department staff related to safety, preventative maintenance, emerging technology, proper chemical usage and disposal.
- Oversee payroll, overtime distribution and administration of accrued leave benefits for maintenance/custodial personnel in City Hall;
- Provide oversight to vendors, contractors and service providers related to facility operations.

**Infrastructure Maintenance**

- Develop and maintain multi-year maintenance plan; Implement system to prioritize maintenance projects; Manage building automation and energy management programs, preventative maintenance and associated service contracts, utility systems and school assets to determine required maintenance and repairs. Review work in progress and ensure proper completion including all aspects of maintenance and operations in conjunction with custodial/maintenance personnel, vend of work orders, contracts and new capital improvement projects;
- Manage and execute appropriate preventative maintenance programs and schedules for electrical and mechanical systems, elevators and lifts, alarms and fire protection, emergency power systems and security systems and procedures and custodial/maintenance requirements for all buildings within the Facilities Director's purview;
- Develop, implement and manage a system to prioritize and track all work orders and request;
- Direct daily maintenance activities within City Hall to maintain security, cleanliness and safety; In all other buildings in which such responsibility rests with a department head, the Facilities Director shall be available to assist as required;
- Inspect buildings and meet regularly with department heads, school principals and building maintenance personnel to ensure service and maintenance levels are in accordance with established guidelines and schedules;
- Stay informed of latest industry trends, emerging technologies and products related to facilities management; encourage innovation and experimentation as appropriate;
- Perform periodic, regular review of building codes, safety standards, physical security precautions and procedures to ensure compliance; Recommend additions and/or changes in service as appropriate;
- In cooperation with the City's priorities, implement projects and operations pertaining to a variety of environmental sustainability, energy conservation and efficiency initiatives; assist in realizing energy and financial savings by taking advantage of incentive programs.

**Other**

- Coordinate loss control activities, such as safety inspections and roof inspections held with department heads and the City's insurance carrier(s);
- Oversee any insurance claims for property loss on City buildings;
- Manage and maintain all aspects of fleet management of City vehicles;

- Attend City Council and/or City Council sub-committee, School Committee and/or School Committee sub-committee meetings as necessary;
- Liaise with Human Resources and IT in regards to City Hall security systems in the administration of key fobs, keys and security system within City Hall;
- Serve as member of the City wide emergency management team;
- Serve as City's Green Communities Coordinator, with duties including but not limited to:
  - Create and execute City's five (5) year energy reduction plan;
  - Work with the MA Dept. of Energy Resources; Write, execute and oversee Green Communities grant funding and implement clean energy projects within City's municipal and school buildings.
- Perform miscellaneous managerial and technical duties as necessary or directed;

**DRAFT**

Ordinances

Cost Analysis for City Hall

Current Costs (FY2019)

Rent, inc. Common Area Maint:	\$191,970.80
Electricity	43,733.36
Repair & Care	10,275.67
Cleaning Service	<u>20,932.60</u>
Total	\$266,932.60

Estimated Costs – New City Hall

Electricity	\$ 65,000
Heat	50,000
Repair & Care	15,000
Facilities Director-estimate	90,000
Custodian-estimate	<u>45,000</u>
Total	\$265,000

2/12/2020

Ordinance was sent to a third and final reading and adopted to be enrolled and ordained by vote of 7 in favor and 1 opposed (Squallia). 8 members present. Board consists of 11 members. Ordinance was signed by the Mayor March 18, 2020.

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063-20. AN ORDINANCE: That the General Ordinances of Fitchburg, Chapter 44, Section 10, as most recently amended, be further amended by adding thereto the following:

UNDER POSITIONS PAID YEARLY  
Chair, Planning Board

EFFECTIVE  
JUL 1, 2019  
\$1,668 (annually)

Ordinances

**CITY OF FITCHBURG**

IN THE YEAR

2020

**AN ORDINANCE**

FITCHBURG CITY CLERK  
2020 FEB 26 AM 9:46

Be it ordained by the City Council of the City of Fitchburg, as follows:

Amending Chapter 44, Section 10 of the General Ordinances of Fitchburg

Be it ordained by the City Council of the City of Fitchburg, as follows:

That the General Ordinances of Fitchburg, Chapter 44, Section 10, as most recently amended, be further amended by adding thereto the following:

UNDER POSITIONS PAID YEARLY

Chair, Planning Board

EFFECTIVE

JUL 1, 2019

\$1,668 (annually)

Ordinance was amended by striking the words from chapter 3 section 139 , and who shall serve without pay.  
Ordinance adopted as amended, then ordered ordained, enrolled, and advertised by unanimous vote.  
8 Members present. Board consists of 11 members.  
Ordinance was signed by the Mayor March 18, 2020.

Petitions

**PETITIONS**

The following Petition was referred to the Public Works Committee:

- 088-20. Sgt. Daniel Boudreau, Councillor Amy Green, and Councillor Bernard Schultz, to amend Chapter 169 of the City Code by adding:  
No Parking on Ellis St., north side 350 feet from South St. to Burnap Street. And south side starting 54 feet from South St. to Burnap Street. No Parking Kingsbury Street east and west side from Ellis Street to Drury Lane. No Parking Drury Lane North and South side entire street, Monday-Friday, 8AM to 10AM/2PM to 4PM.  
Leave current No Parking at all times in place.

The following Petition was referred to the Public Safety Committee:

- 089-20. Councillor Bernie Schultz, and resident Alex Freeman of 70 Rainville Avenue, to remove the "No Turn on Red" sign at the intersection of John T. Centрино Memorial Drive and Water Street.

The following Petition was referred to the Public Works Committee:

- 090-20. Councillors Paul Beauchemin and Anthony Zarrella, to request Unutil, when removing trees, remove/grind stumps.

At the close of the meeting, Council President Kushmerek noted that there would not be a regular section for announcements, but rather wished to take the opportunity to discuss the changes brought about by the current COVID-19 health situation.

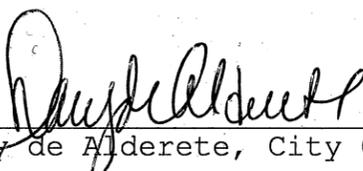
The following is an overview of that message.

President Kushmerek encouraged residents that are tuning in to national coverage to use local news to keep abreast of the situation through updates by the Mayor, Superintendent of Schools, and the Fitchburg Board of Health. He mentioned that those updates had begun the week prior, and they were continuing as the situation progressed. He encouraged the public to keep tuned in for city's website, Facebook page, and FATV, which could also provide transcripts of the updates. He then stated that this was an unchartered territory and that he appreciated the Council member's flexibility, and the public for their understanding.

He noted that there is no coincidence that there were 10 people in the room as the Council was trying to adhere to the suggestion of social distancing, as recommended by Federal, State, and local authorities. President Kushmerek stated that there were three Councilors not in attendance at this meeting and that Councilor DiNatale made the decision out of concern for family considerations; Councilor Beauchemin as he is in a vulnerable category and for concerns of public safety; and Councilor Green, being conscious of the fact that she was feeling under the weather decided to stay home as well, out of an abundance of caution to public health and those around her. President Kushmerek said that all three made a difficult choice to stop doing something that they love very dearly, out of respect for their health, that of their families, and of the greater public. He commended them for making that decision and understands that it was not an easy choice.

President Kushmerek noted that this was an opportunity to cast aside cynicism and skepticism, and that it was a time to try and assume the best in each other and in our public leaders and local officials who are making decisions that they truly believe to be the best ones for us, and that it was a chance for Fitchburg to show its true colors and to come together as a community. He hoped that everyone would look out for the most vulnerable among us, by calling and checking in to provide a voice, so they're not alone over the next few weeks, or ensuring that they have the medical care and the meals delivered that they need, and helping to connect them to city or state resources in their time of need. Those will be important things. President Kushmerek reminded everyone that washing hands, keeping social distancing, avoiding large gatherings, and having respect for each other with empathy and compassion would be the things that would get us through the crisis, then thanked the Council and the public for their understanding.

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The meeting adjourned at 7:32 P.M.

  
Mary de Alderete, City Clerk