



AGENDA PACKET

**REGULAR MEETING OF THE CITY COUNCIL
MONDAY, SEPTEMBER 14, 2026 7:00 PM**

**EVERETT CITY HALL, 484 BROADWAY, CITY COUNCIL CHAMBERS, 3RD FLOOR
EVERETT, MA 02149**



AGENDA

REGULAR MEETING OF THE CITY COUNCIL MONDAY, SEPTEMBER 14, 2026 7:00 PM

**EVERETT CITY HALL, 484 BROADWAY, CITY COUNCIL CHAMBERS, 3RD FLOOR
EVERETT, MA 02149**

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

1. C0182-26 Petition/s/ Councilor Stephanie V. Smith, as President

A petition from National Grid requesting permission to install approximately 40' of 2 4" conduit across Lynn Street from existing pole #43-to city property to provide a permanent overhead to underground service for Arthur Nelson playground.

2. C0189-26 Public Hearing/s/ Councilor Stephanie V. Smith, as President

A petition from National Grid requesting permission to install (1) new pole (pole #2840-1) on Lynde Street and (1) new stub pole (pole #1057-84) across the street from P # 1057 at the intersection of Lynde Street and Robin Street. This work is needed due to increase reliability and prevent future issues.

PUBLIC PARTICIPATION

APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Minutes of the Special Meeting of the City Council of 08/03/2026

COMMUNICATIONS FROM HIS HONOR THE MAYOR

3. C0190-26 Appointment/s/ Councilor Stephanie V. Smith, as President

An order requesting the confirmation of the promotions of Sergeant Brian Herbert to the rank of Lieutenant, Patrolman Travis Nally to the rank of Sergeant, and Jared Carrera to the rank of Patrolman on the Everett Police Department.

4. C0191-26 Appointment/s/ Councilor Stephanie V. Smith, as President

An order requesting the confirmation of the appointment of Paul F. Sagarino to the City of Everett Elections Commission for a term not to exceed four (4) years, commencing on September 28, 2026 and ending on September 28, 2030.

5. C0192-26 Order/s/ Councilor Stephanie V. Smith, as President

An order requesting approval to accept and expend a \$250.00 donation from Peter & Lorraine Iovanni offered in memory of Pamela Mavilio to support the activities of the Council on Aging.

6. C0193-26 Order/s/ Councilor Stephanie V. Smith, as President

An order requesting approval to accept and expend a \$12,790.00 donation from Everett Bank, Radius Recycling, & Everett Citizens Foundation to support the Police Department / Junior Police Academy

7. C0194-26 Order/s/ Councilor Stephanie V. Smith, as President

An order requesting approval to accept and expend a \$240,000.00 grant from the Executive Office of Public Safety, Chapter 137 of Acts of 2026 (FY27 HazMat Earmark).

8. C0195-26 Order/s/ Councilor Stephanie V. Smith, as President

An order requesting approval to accept and expend a \$150,000.00 grant from Massachusetts Clean Energy Center, for the City of Everett's Electrify Everett's Housing & Energy Equity Initiative through the EmPower Implementation Grant

9. C0198-26 Order/s/ Councilor Stephanie V. Smith, as President

An order requesting the approval to appropriate by borrowing the amount of \$8,025,000.00 for the purpose of entering into a settlement agreement regarding an eminent domain action filed against the City

10. C0199-26 Ordinance/s/ Councilor Stephanie V. Smith, as President

An ordinance establishing a tax title payment agreement in the City of Everett

UNFINISHED BUSINESS

11. C0186-26 Order/s/ Councilor Stephanie V. Smith, as President

An order requesting consideration and approval of a proposed five-year Payment in Lieu of Taxes ("PILOT") Agreement between the City of Everett and Distrigas of Massachusetts LLC

NEW BUSINESS

12. C0196-26 Resolution/s/ Councilor Stephanie V. Smith, Councilor Holly D. Garcia, Councilor Michael K. Marchese

A resolution requesting that the public be provided with an update on E-scooter rules and regulations

13. C0197-26 Resolution/s/ Councilor Peter Pietrantonio

A resolution expressing the Everett City Council's support for Locals 25 and 26 to receive new contracts from Encore Boston Harbor that provide the union members with better wages and health care benefits

14. C0200-26 Order/s/ Councilor Peter Pietrantonio, Councilor Katy L. Rogers

An order requesting that the City Council consider renaming Village Landing to Haley's Village Landing in honor of Haley Keane as it was her place of peace

15. C0201-26 Order/s/ Councilor Stephanie V. Smith

An order requesting that the City Council consider waving any and all legal privileges connected to the activities of the Special Council retained by the Council in 2025

EXECUTIVE SESSION

16. C0202-26 Order/s/ Councilor Stephanie V. Smith, as President

In accordance with M.G.L. ch. 30A, s. 21(a)(3), the City Council and relevant City stakeholders are entering into executive session to discuss legal strategy with outside counsel regarding the Devens School litigation matter. This is being discussed in executive session because doing so in an open meeting may have a detrimental effect on the City's litigating position.

ADJOURMENT

www.cityofeverett.com

(All agendas and reports can be obtained on City of Everett Website)

Respectfully submitted:

David R. Flood

Legislative Research / Systems Specialist
Everett City Council Office



C0182-26

To: Mayor and City Council
From: Councilor Stephanie V. Smith
Date: September 14, 2026

Agenda Item:

A petition from National Grid requesting permission to install approximately 40' of 2 4" conduit across Lynn Street from existing pole #43-to city property to provide a permanent overhead to underground service for Arthur Nelson playground.

Background and Explanation:

Attachments:



**PUBLIC HEARING FOR PETITION FROM MASSACHUSETTS
ELECTRIC COMPANY D/B/A NATIONAL GRID OF NORTH ANDOVER,
MASSACHUSETTS**

**To all parties interested in the public hearing.
Be it hereby ordered:**

Massachusetts Electric Company d/b/a NATIONAL GRID
requests permission to locate poles, wires, and fixtures, including the necessary sustaining and
protecting fixtures, along and across the following public way:

The following are the streets and highways referred to:

WR# 31353746

Lynn St - National Grid to install underground facilities on Lynn Street beginning at a point
approximately 90 feet Northeast of the centerline of the intersection of Lynn Street and
Fuller Street and continuing approximately 40 feet in a Southeasterly direction. National Grid to
install approximately 40' of two (2) four inch (4") conduit from existing pole #43-0 to private
property to provide a permanent overhead to underground service at Arthur Nelson
Playground, Everett, MA

**Hearing to be held with the Everett City Council, on Monday, 14th of September,
2026 at 7:00PM at the Everett City Council Chambers, 3rd Floor, Everett City Hall.**

Questions contact – Joseluis Azurdia joseluis.azurdia@nationalgrid.com

Petition of the Massachusetts Electric Company d/b/a NATIONAL GRID
Of NORTH ANDOVER, MASSACHUSETTS
For Electric Conduit Location:

To the City Council of Everett, Massachusetts

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

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

The following are the streets and highways referred to:

WR# 31353091

Lynn Street - National Grid to install underground facilities on Lynn Street t. Beginning at a point approximately 90 feet Northeast of the centerline of the intersection of Lynn Street and Fuller Street and continuing approximately 40 feet in a Southeasterly direction. National Grid to install approximately 40' of two (2) four inch (4") conduit from existing pole #43-0 to private property to provide a permanent overhead to underground service for Arthur Nelson playground. Everett, MA.

Location approximately as shown on plan attached.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Mackelly Norvil*
BY _____
Engineering Department

Questions contact – Joseluis Azurdia joseluis.azurdia@nationalgrid.com

Dated: July 23, 2026

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 21st day of July, 2026.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Lynn Street - Everett, Massachusetts.

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

WR# 31353091

Lynn Street - National Grid to install underground facilities on Lynn Street t. Beginning at a point approximately 90 feet Northeast of the centerline of the intersection of Lynn Street and Fuller Street and continuing approximately 40 feet in a Southeasterly direction. National Grid to install approximately 40' of two (2) four inch (4") conduit from existing pole #43-0 to private property to provide a permanent overhead to underground service for Arthur Nelson playground. Everett, MA.

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

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....., held on the day of, 20

.....,, 20

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

Book Page

Attest:

.....

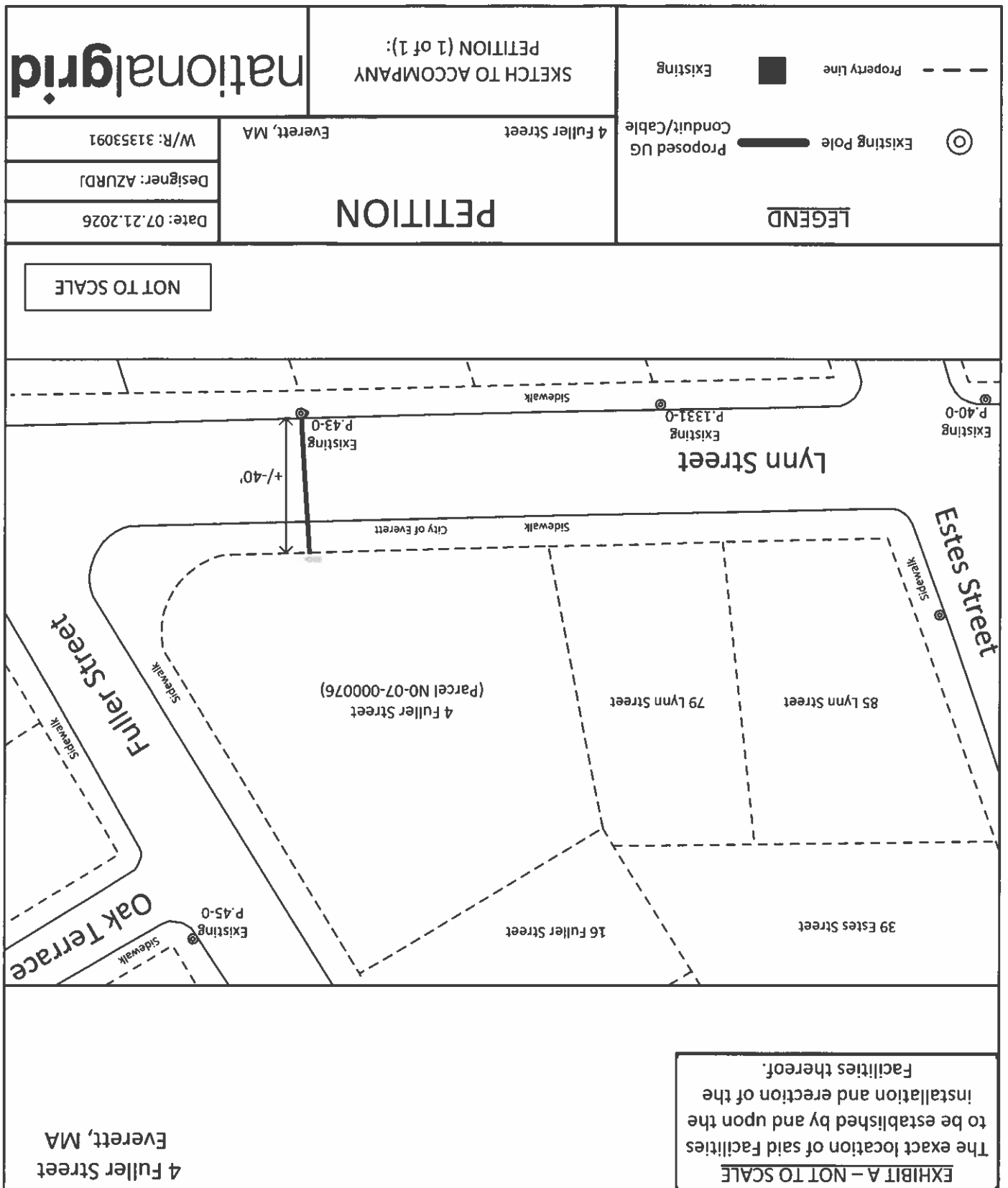
..... hereby certify that on20....., at o'clock,M

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

.....

.....

.....





C0189-26

To: Mayor and City Council

From: Councilor Stephanie V. Smith

Date: September 14, 2026

Agenda Item:

A petition from National Grid requesting permission to install (1) new pole (pole #2840-1) on Lynde Street and (1) new stub pole (pole #1057-84) across the street from P # 1057 at the intersection of Lynde Street and Robin Street. This work is needed due to increase reliability and prevent future issues.

Background and Explanation:

Attachments:

Questions contact – Ed Insogna edward.insogna@nationalgrid.com

PETITION FOR POLE AND WIRE LOCATIONS

To the City Council
Of Everett, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Lynde Street and Robin Street - National Grid to install 2 SO pole 1 on Lynde Street and 1 on Robin Street beginning at a point approximately 25 feet South of the centerline of the intersection of Robin Street and Lynde Street and continuing approximately 280 feet in a Northwest direction. National Grid is petitioning to install (1) new pole (pole #2840-1) on Lynde Street and (1) new stub pole (pole #1057-84) across the street from P # 1057 at the intersection of Lynde Street and Robin Street. This work is needed due to increase reliability and prevent future issues. Everett, Ma

Location approximately as shown on plan attached.

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

No.# 31369861

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

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

Massachusetts Electric Company d/b/a
NATIONAL GRID *Mackelly Norvil*
BY _____
Engineering Department

August 11, 2026

Questions contact – Ed Insogna edward.insogna@nationalgrid.com

ORDER FOR POLE AND WIRE LOCATIONS

In the City Council of Everett, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and
be and it is hereby granted a location for and permission to erect and maintain poles and wires to
be placed thereon, together with such sustaining and protecting fixtures as said Company may
deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said
Company dated the 31st day of June, 2026.

All construction under this order shall be in accordance with the following conditions:
Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points
indicated upon the plan marked – Lynde Street and Robin Street - Everett, Massachusetts.

No.# 31369861

Filed with this order:

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

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

Lynde Street and Robin Street - National Grid to install 2 SO pole 1 on Lynde Street and 1 on
Robin Street beginning at a point approximately 25 feet South of the centerline of the intersection
of Robin Street and Lynde Street and continuing approximately 280 feet in a Northwest direction.
National Grid is petitioning to install (1) new pole (pole #2840-1) on Lynde Street and (1) new
stub pole (pole #1057-84) across the street from P # 1057 at the intersection of Lynde Street and
Robin Street. This work is needed due to increase reliability and prevent future issues. Everett, Ma

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

Massachusetts

City/Town Clerk.
20 .

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

Attest:
City/Town Clerk

I hereby certify that on 20 , at o'clock, M
at a public hearing was held on the petition of

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

City/Town Clerk.

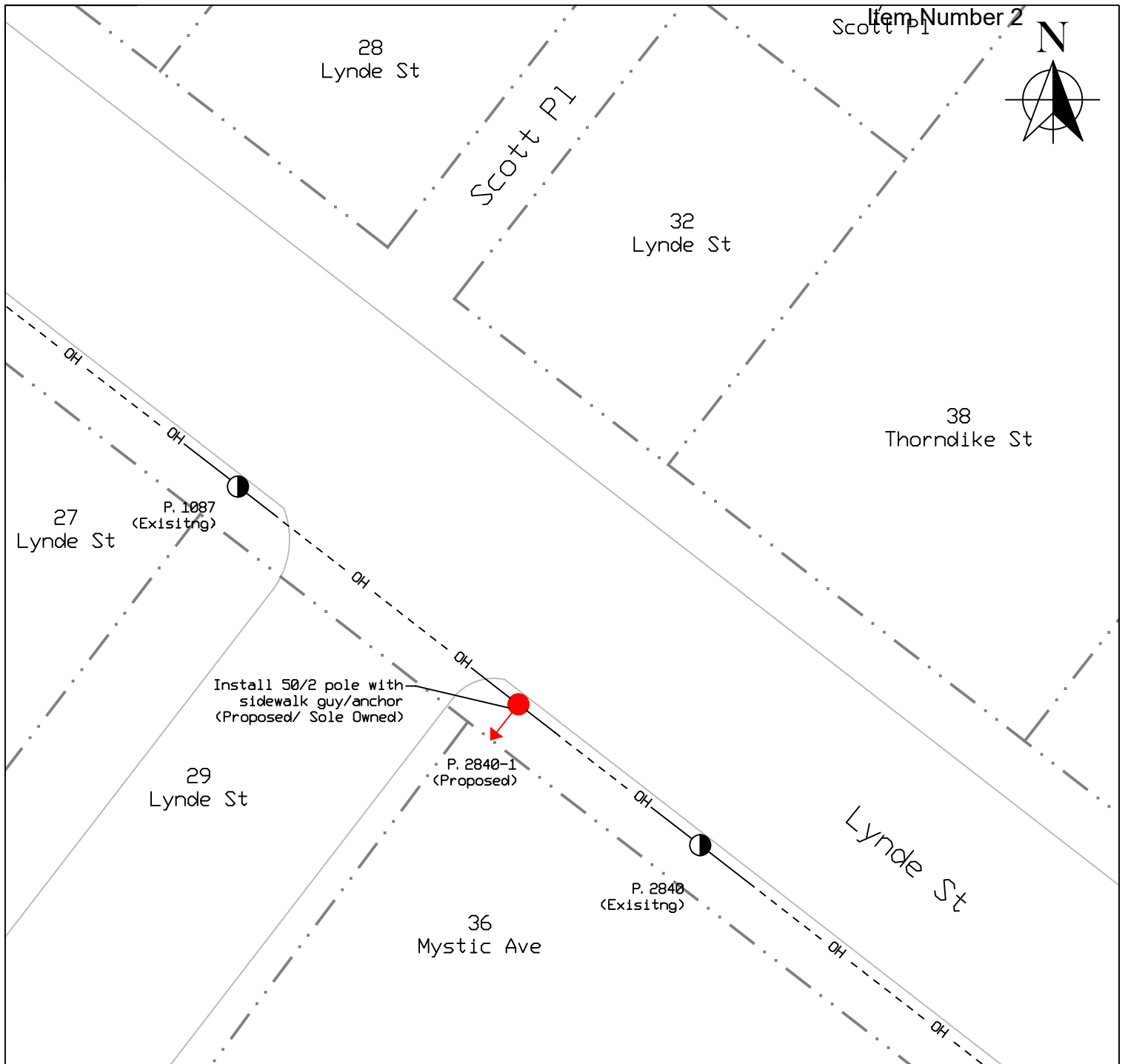
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Board or Council of Town or City, Massachusetts

CERTIFICATE

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

Attest:
City/Town Clerk



PETITION SKETCH

national grid

- Existing Pole
- Proposed Pole

← Proposed Anchor/ Guy

----- OH ----- OH ----- OH Conductor

----- Property Lines

↔ Proposed Span Guy

Work Request: 31369861

39 Thorndike St., Everett

Date: 07/30/2026

Drawn By: Ed Insogna

To The: City/Town Of Everett

Location: Lynde St & Robin St

SCALE: Not to Scale

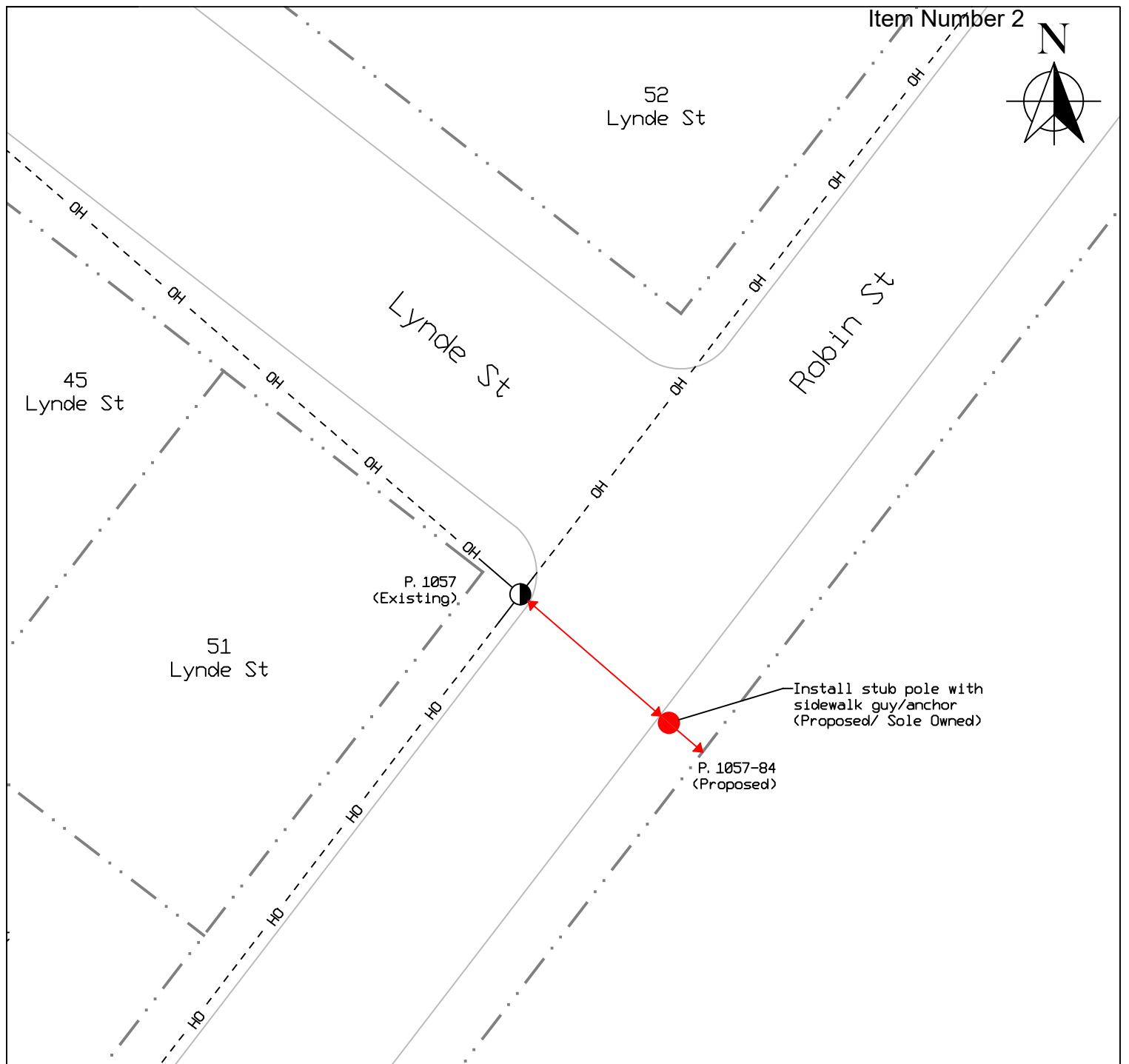
For: Proposed Pole Installations

Pg 1 of 2

Job Description:

NGRID is petitioning to install (1) new pole (Pole #2840-1) on Lynde St and (1) new stub pole (Pole #1057-84) across the street from P.1057 at the intersection of Robin St and Lynde St.

This work is needed due to increase reliability and prevent future issues



PETITION SKETCH

national **grid**

Existing Pole	Work Request: 31369861	39 Thorndike St., Everett
Proposed Pole	Date: 07/30/2026	Drawn By: Ed Insogna
Proposed Anchor/ Guy	To The: City/Town Of Everett	
OH Conductor	Location: Lynde St & Robin St	
Property Lines	SCALE: Not to Scale	
Proposed Span Guy	For: Proposed Pole Installations	Pg 2 of 2
	Job Description: NGRID is petitioning to install (1) new pole (Pole #2840-1) on Lynde St and (1) new stub pole (Pole #1057-84) across the street from P.1057 at the intersection of Robin St and Lynde St.	
	This work is needed due to increase reliability and prevent future issues	



MEETING MINUTES

SPECIAL MEETING OF THE CITY COUNCIL MONDAY, AUGUST 03, 2026 6:00 PM

EVERETT CITY HALL, 484 BROADWAY, CITY COUNCIL CHAMBERS, 3RD FLOOR
EVERETT, MA 02149

ROLL CALL

Members Present

Guerline Alcy Jabouin, Michele Capone, Anthony DiPierro, Holly Garcia, John Hanlon, Michael Marchese, Stephanie Martins, Vivian Nguyen, Katy Rogers, Stephanie Smith

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

1. **C0178-26** Petition/s/ Councilor Stephanie V. Smith, as President

A petition from National Grid requesting permission to install approximately 10' of 2-4" conduit from existing pole #1478-0 to private property to provide a permanent overhead to underground service at 11 Swan Street

The item was laid on the table. Later in the meeting, the item was taken from the table. Jose Louis from National Grid (170 Medford Street, Malden) appeared before the council and explained that National Grid is requesting to install about 5 to 10 feet of conduit from an existing pole to private property to provide an overhead to underground service. He noted this is a customer-driven project. Public Hearing was held and no one spoke in favor or against the petition.

MOTION:	Favorable Action
MOVER:	
SECONDER:	
RESULT:	Passed [8 TO 1]
AYES:	Alcy Jabouin, Capone, DiPierro, Garcia, Marchese, Martins, Nguyen, Smith
NAYS:	Rogers

PUBLIC PARTICIPATION

APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Minutes of the Regular Meeting of the City Council of 06/22/2026

MOTION:	Accept Meeting Minutes
MOVER:	Anthony DiPierro
SECONDER:	Holly Garcia
RESULT:	Passed [0 TO 0]
AYES:	
NAYS:	
AWAY:	

COMMUNICATIONS FROM HIS HONOR THE MAYOR

2. **C0175-26** Order/s/ Councilor Stephanie V. Smith, as President

An order requesting approval to accept and expend a \$10,000.00 donation from the Everett Foundation for Aged Persons to support the Council on Aging

Councilor Capone recused herself from this item as she is the vice chairperson of the foundation and went to the back room.

MOTION:	Favorable Action
MOVER:	Anthony DiPierro
SECONDER:	Stephanie Martins
RESULT:	Passed [8 TO 0]
AYES:	Alcy Jabouin, DiPierro, Garcia, Marchese, Martins, Nguyen, Rogers, Smith
NAYS:	
AWAY:	Hanlon, Pietrantonio

3. **C0176-26** Appointment/s/ Councilor Stephanie V. Smith, as President

An order requesting the confirmation of the appointment of the attached list of individuals as sworn weighers at Distrigas of Massachusetts at 18 Rover Street for an unpaid term of 1 year beginning August 3, 2026

MOTION:	Favorable Action
MOVER:	
SECONDER:	
RESULT:	Passed [10 TO 0]
AYES:	Alcy Jabouin, Capone, DiPierro, Garcia, Hanlon, Marchese, Martins, Nguyen, Rogers, Smith

NAYS:		Item Number {{item.number}}
AWAY:	Pietrantonio	

4. C0180-26 Appointment/s/ Councilor Stephanie V. Smith, as President

An order requesting the confirmation of the appointment of Lauri Medeiros to the Everett Disability Commission for a term not to exceed three (3) years, commencing on September 14, 2026 and ending on September 14, 2029.

Councilor Garcia moved to suspend the rules and move for favorable action, seconded by Councilor Martins.

MOTION:	Favorable Action
MOVER:	Holly Garcia
SECONDER:	Stephanie Martins
RESULT:	Passed [10 TO 0]
AYES:	Alcy Jabouin, Capone, DiPierro, Garcia, Hanlon, Marchese, Martins, Nguyen, Rogers, Smith
NAYS:	
AWAY:	Pietrantonio

5. C0181-26 Appointment/s/ Councilor Stephanie V. Smith, as President

An order requesting the confirmation of the promotion of Firefighter Sean Hogan to the rank of Lieutenant on the Everett Fire Department

MOTION:	Favorable Action
MOVER:	Holly Garcia
SECONDER:	Katy Rogers
RESULT:	Passed [8 TO 0]
AYES:	Alcy Jabouin, Capone, DiPierro, Garcia, Marchese, Martins, Nguyen, Rogers
NAYS:	
AWAY:	Hanlon, Pietrantonio, Smith

6. C0184-26 Appointment/s/ Councilor Stephanie V. Smith, as President

An order requesting the confirmation of the appointment of Norilyz Valentin to serve as Director of Information Technology for the City of Everett, for a term of 3 years to begin immediately upon City Council confirmation.

Councilor Garcia moved to suspend the rules and favorable action, seconded by Councilor Martins.

MOTION:	Favorable Action
MOVER:	Holly Garcia
SECONDER:	Stephanie Martins

RESULT:	Passed [9 TO 0]	Item Number {{item.number}}
AYES:	Capone, DiPierro, Garcia, Hanlon, Marchese, Martins, Nguyen, Rogers, Smith	
NAYS:		
AWAY:	Alcy Jabouin, Pietrantonio	

7. C0186-26 Order/s/ Councilor Stephanie V. Smith, as President

An order requesting consideration and approval of a proposed five-year Payment in Lieu of Taxes ("PILOT") Agreement between the City of Everett and Distrigas of Massachusetts LLC

This item was amended to change the item type from a resolution to an order, and the title was amended to "An order requesting consideration and approval of proposed 5-year payment in lieu of tax pilot agreement between the City of Everett and Distrigas of Massachusetts LLC."

David Klebanoff, outside counsel for the Board of Assessors from Gilman, McLaughlin & Hanrahan LLP, was invited to present. He explained that the agreement arose from years of tax appeals pending at the Appellate Tax Board, where Distrigas is seeking multiple millions of dollars in abatements. He explained that Distrigas now has 5-year contracts with Boston Gas and other distribution companies, making the property more valuable. The unique aspect is that no one knows what happens after the contracts expire in the sixth year, as the Department of Public Utilities has indicated this may be a one-time deal.

David Klebanoff, outside counsel for the Board of Assessors from Gilman, McLaughlin & Hanrahan LLP, was invited to present. He explained that the agreement arose from years of tax appeals pending at the Appellate Tax Board, where Distrigas is seeking multiple millions of dollars in abatements. He explained that Distrigas now has 5-year contracts with Boston Gas and other distribution companies, making the property more valuable. The unique aspect is that no one knows what happens after the contracts expire in the sixth year, as the Department of Public Utilities has indicated this may be a one-time deal.

Councilor Rogers asked if the agreement was to the satisfaction of the mayor and administration. Omar Boukili, CFO, confirmed it was the best case scenario, providing predictability for five years with no disagreement from Distrigas.

The item was laid on the table pending executive session. After executive session, the item was taken from the table and postponed until the September 14th meeting.

MOTION:	Postpone
MOVER:	Holly Garcia
SECONDER:	Katy Rogers
RESULT:	Passed [0 TO 0]

AYES:	Item Number {{item.number}}
NAYS:	
AWAY:	

PETITIONS AND LICENSES

8. **C0177-26** Petition/s/ Councilor Stephanie V. Smith, as President

A petition requesting the renewal of a special license for extended hours of operation for Taqueria Don Roge at 1739 Revere Beach Parkway

MOTION:	Favorable Action
MOVER:	Holly Garcia
SECONDER:	Katy Rogers
RESULT:	Passed [9 TO 0]
AYES:	Alcy Jabouin, Capone, DiPierro, Garcia, Marchese, Martins, Nguyen, Rogers, Smith
NAYS:	
AWAY:	Hanlon, Pietrantonio

9. **C0179-26** Petition/s/ Councilor Stephanie V. Smith, as President

A petition requesting the approval of a new class two motor vehicle dealer license for Triple S Auto Group LLC at 153 Ferry Street

MOTION:	Favorable Action
MOVER:	Michael Marchese
SECONDER:	Katy Rogers
RESULT:	Passed [9 TO 0]
AYES:	Alcy Jabouin, Capone, DiPierro, Garcia, Marchese, Martins, Nguyen, Rogers, Smith
NAYS:	
AWAY:	Hanlon, Pietrantonio

10. **C0185-26** Petition/s/ Councilor Stephanie V. Smith, as President

A petition requesting approval to issue a special one-day alcoholic beverage license to Julius Ofurie to serve beer and wine at a funeral to be held at the Connolly Center (90 Chelsea Street) on Saturday August 15, 2026 from: 12:00 pm – 12:00 am

MOTION:	Favorable Action
MOVER:	Anthony DiPierro
SECONDER:	Michael Marchese
RESULT:	Passed [9 TO 0]
AYES:	Alcy Jabouin, Capone, DiPierro, Garcia, Marchese, Martins, Nguyen, Rogers, Smith
NAYS:	
AWAY:	Hanlon, Pietrantonio

UNFINISHED BUSINESS**11. C0167-26** Ordinance/s/ Councilor Stephanie V. Smith, as President

An ordinance amending Section 4.1 - Building Permit Fees of the Revised Ordinances the City of Everett

The Ordinance was Ordained as amended in committee.

MOTION:	Ordain
MOVER:	Anthony DiPierro
SECONDER:	Michael Marchese
RESULT:	Passed [10 TO 0]
AYES:	Alcy Jabouin, Capone, DiPierro, Garcia, Hanlon, Marchese, Martins, Nguyen, Rogers, Smith
NAYS:	
AWAY:	Pietrantonio

NEW BUSINESS**12. C0183-26** Order/s/ Councilor Stephanie V. Smith, as President

An order calling for a State Primary Election

The clerk noted it is calling for both the election and opening the polls as a dual order.

MOTION:	Favorable Action
MOVER:	Holly Garcia
SECONDER:	Katy Rogers
RESULT:	Passed [10 TO 0]
AYES:	Alcy Jabouin, Capone, DiPierro, Garcia, Hanlon, Marchese, Martins, Nguyen, Rogers, Smith
NAYS:	
AWAY:	Pietrantonio

EXECUTIVE SESSION**13. C0187-26** Resolution/s/ Councilor Stephanie V. Smith, as President

Executive session to discuss the legal strategy related to the draft Distrigas PILOT Agreement. In accordance with M.G.L. ch 30A, s. 21(a)(3), the purpose of this executive session is to discuss pending litigation strategy related to the PILOT Agreement in executive session because discussing said strategy in an open meeting may have a detrimental effect on the City's litigation position(s).

Council Chair Marchese read the statement for entering executive session: In

accordance with Mass General Law Chapter 30a Section 21(a)(3), the City Council is entering into executive session to discuss the city's legal strategy regarding the draft Distrigas pilot agreement and related pending litigation. The City Council and relevant city employees, including the city's tax counsel, are entering into executive session because discussing the legal strategy regarding the draft pilot agreement in an open session would have a detrimental effect on the city's negotiating position. In accordance with Mass General Law Chapter 30a Section 21(b)(4), City Council will return to the public section and reconvene after executive session.

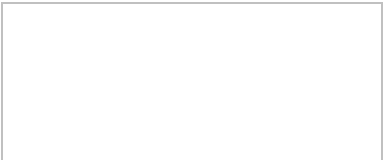
Councilor Martins moved to go into executive session and invite the city solicitor, CFO, board of assessors, the attorney, and the city clerk, seconded by Councilor Capone. The council entered executive session and later reconvened. Upon returning, the executive session item was referred back to sponsor.

MOTION:	Refer Back to Sponsor(s)
MOVER:	Stephanie Martins
SECONDER:	Michele Capone
RESULT:	Passed [8 TO 0]
AYES:	Alcy Jabouin, Capone, DiPierro, Garcia, Hanlon, Marchese, Martins, Nguyen
NAYS:	
AWAY:	Pietrantonio, Rogers, Smith

ADJOURNMENT

Meeting adjourned at 7:46 PM

MOTION:	Adjourn
MOVER:	Stephanie Martins
SECONDER:	John Hanlon
RESULT:	Passed [0 TO 0]
AYES:	
NAYS:	
AWAY:	





C0190-26

To: Mayor and City Council
From: Councilor Stephanie V. Smith
Date: September 14, 2026

Agenda Item:

An order requesting the confirmation of the promotions of Sergeant Brian Herbert to the rank of Lieutenant, Patrolman Travis Nally to the rank of Sergeant, and Jared Carrera to the rank of Patrolman on the Everett Police Department.

Background and Explanation:

Attachments:



Office of Mayor
Robert J. Van Campen

Item Number 3

September 1, 2026

The Honorable Stephanie Smith
President, Everett City Council
484 Broadway
Everett, MA 02149

RE: Everett Police Department Promotions

Dear Madame President:

I respectfully request that the City Council confirm the promotions of: Sergeant Brian Herbert to the rank of Lieutenant, Patrolman Travis Nally to the rank of Sergeant, and Jared Carrera to the rank of Patrolman on the Everett Police Department.

Respectfully submitted,

Robert J. Van Campen
Mayor of the City of Everett



City of Everett



September 14, 2026

City of Everett, Massachusetts

CITY COUNCIL

Offered By: _____
Councilor Stephanie Smith, as President

Bill Number: Bill Type: Order	Be It Ordered: By City Council OF THE CITY OF EVERETT, as follows:
	That the City Council hereby confirm the promotions of: Sergeant Brian Herbert to the rank of Lieutenant, Patrolman Travis Nally to the rank of Sergeant, and Jared Carrera to the rank of Patrolman on the Everett Police Department.



City of Everett



C0191-26

To: Mayor and City Council

From: Councilor Stephanie V. Smith

Date: September 14, 2026

Agenda Item:

An order requesting the confirmation of the appointment of Paul F. Sagarino to the City of Everett Elections Commission for a term not to exceed four (4) years, commencing on September 28, 2026 and ending on September 28, 2030.

Background and Explanation:

Attachments:



Office of Mayor
Robert J. Van Campen

Item Number 4

August 27, 2026

The Honorable Stephanie Smith
President, Everett City Council
484 Broadway
Everett, Massachusetts 02149

Dear Madam President:

Pursuant to Massachusetts General Laws Ch. 51 §16A, as amended by Ch. 316 of the Acts of 2018, and the City of Everett Administrative Code, § III(J), I hereby appoint Paul F. Sagarino to the City of Everett Elections Commission for a term not to exceed four (4) years, commencing on September 28, 2026 and ending on September 28, 2030.

This appointment of Paul F. Sagarino will be replacing Lucy Pineda on the Everett Elections Commission.

I respectfully request that the City Council confirm the appointment of Paul Sagarino in accordance with the above-mentioned laws.

Thank you for your attention to this matter.

Thank you,

Robert J. Van Campen
Mayor of the City of Everett



City of Everett

484 Broadway, Everett, MA 02149 • 617-394-2270 • www.cityofeverett.com



C0192-26

To: Mayor and City Council
From: Councilor Stephanie V. Smith
Date: September 14, 2026

Agenda Item:

An order requesting approval to accept and expend a one-time \$250.00 donation from Peter & Lorraine Iovanni offered in memory of Pamela Mavilio. The funds will support the activities of the City of Everett's Council on Aging.

Background and Explanation:

Attachments:



Office of Mayor
Robert J. Van Campen

Item Number 5

August 11, 2026

The Honorable Stephanie Smith
President, Everett City Council
484 Broadway
Everett, MA 02149

RE: Accept & Expend Donation Check

Dear Madame President Smith:

I respectfully request that your honorable council vote to accept and expend a one-time **\$250.00** donation from Peter & Lorraine Iovanni offered in memory of Pamela Mavilio. The funds will support the activities of the City of Everett's **Council on Aging**.

Respectfully submitted,

Robert J. Van Campen
Mayor of the City of Everett



City of Everett



September 14, 2026

City of Everett, Massachusetts

CITY COUNCIL

Offered By: _____
Councilor Stephanie Smith, as President

Bill Number: Bill Type: Order	Be It Ordered: By City Council OF THE CITY OF EVERETT, as follows:
	That the City hereby accepts and authorizes the expenditure of a one-time donation in the amount of \$250.00 from Peter & Lorraine Iovanni offered in memory of Pamela Mavilio, to support the activities of the City of Everett's Council on Aging.



City of Everett

In Memory of Pamela Mavilio

August 2, 2026

City of Everett

484 Broadway

Everett, MA 02149

Attention: Council Members

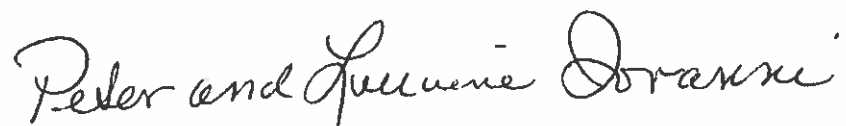
Dear Everett City Council Members:

Upon discussion with Mr. Palma, Director, Council on Aging, I am writing to you for review and approval of the enclosed check in the amount of \$250.00 to be directed as a modest gift for exclusive use by the Council on Aging, Connolly Center, 90 Chelsea St, Everett, MA.

This gift is being offered in memory of **Pamela Mavilio**, a lifelong resident of Everett, who passed on July 16, 2026, and who received senior services from the Connolly Center. It is clear from the visitation held on July 29, 2026 at Cafasso Funeral Home that many volunteers, friends and staff held Pamela in high regard. We are thankful.

Please accept this gift in memory of Pamela Mavilio, who was beloved by many there and who devoted her time to helping others.

Respectfully,

A handwritten signature in cursive script that reads "Peter and Lorraine Iovanni". The ink is dark and the signature is fluid.

Peter and Lorraine Iovanni



C0193-26

To: Mayor and City Council

From: Councilor Stephanie V. Smith

Date: September 14, 2026

Agenda Item:

An order requesting approval to accept and expend a one-time \$12,790.00 donation from Everett Bank, Radius Recycling, & Everett Citizens Foundation. The funds will support the City of Everett's Police Department / Junior Police Academy.

Background and Explanation:

Attachments:



Office of Mayor
Robert J. Van Campen

Item Number 6

August 27, 2026

The Honorable Stephanie Smith
President, Everett City Council
484 Broadway
Everett, MA 02149

RE: Accept & Expend Donation Check to Everett Police Department

Dear Madame President Smith:

I respectfully request that your honorable council vote to accept and expend a one-time **\$12,790.00** donation from Everett Bank, Radius Recycling, & Everett Citizens Foundation. The funds will support the City of Everett's Police Department / Junior Police Academy.

Respectfully submitted,

Robert J. Van Campen
Mayor of the City of Everett



City of Everett



September 14, 2026

City of Everett, Massachusetts

CITY COUNCIL

Offered By: _____
Councilor Stephanie Smith, as President

Bill Number: Bill Type: Order	Be It Ordered: By City Council OF THE CITY OF EVERETT, as follows:
	That the City hereby accepts and authorizes the expenditure of a one-time donation in the amount of \$12,790.00 from Everett Bank, Radius Recycling, & Everett Citizens Foundation, to support the City of Everett's Police Department / Junior Police Academy.



City of Everett



C0194-26

To: Mayor and City Council

From: Councilor Stephanie V. Smith

Date: September 14, 2026

Agenda Item:

An order requesting approval to accept and expend a \$240,000.00 grant from the Executive Office of Public Safety, Chapter 137 of Acts of 2026 (FY27 HazMat Earmark).

Background and Explanation:

Attachments:



Office of Mayor
Robert J. Van Campen

Item Number 7

August 25, 2026

The Honorable City Council
City Hall
484 Broadway
Everett, Massachusetts 02149

RE: Accept & Expend FY 2027 Everett HAZMAT EARMARK grant

Dear Honorable Members:

I hereby request City Council approval for the acceptance and expenditure of a **\$240,000.00 grant from the Executive Office of Public Safety, Chapter 137 of Acts of 2026 (FY27 HazMat Earmark)**.

This funding, known as the **FY 2027 Everett HAZMAT EARMARK**. The funds from this grant will be utilized for meter calibration, training, overtime, turn out gear replacement for HazMat Techs, and Gear Cleaning with a nexus to hazmat operations within and for the city. This is a **one-time award, and no required city match**.

I recommend your favorable passage of this order.

Respectfully submitted,

Robert J. Van Campen
Mayor of the City of Everett



City of Everett



September 14, 2026

City of Everett, Massachusetts

CITY COUNCIL

Offered By: _____

Councilor Stephanie Smith, as President

Bill Number: Bill Type: Order	Be It Ordered: By City Council OF THE CITY OF EVERETT, as follows:
	That the City hereby accepts and authorizes the expenditure of a grant in the amount of \$240,000.00 from the 2027 Everett HAZMAT EARMARK, for the purpose of meter calibration, training, overtime, turn out gear replacement for HazMat Techs, and Gear Cleaning with a nexus to hazmat operations within and for the city.



City of Everett



Chief Joseph M. Hickey
Office: 617-394-2348
Fax: 617-389-1802

City of Everett

FIRE DEPARTMENT

Administration Office

384 Broadway

Everett, Massachusetts 02149-3427



Business: 617-387-7443
Fire Prevention: 617-394-2349
Emergency: 911

August 19, 2026

Everett City Council

RE: Acceptance of the FY27 HazMat Earmark

The Everett Fire Department is seeking acceptance of the FY2027 HazMat Earmark. The source of this grant is under the Executive Office of Public Safety, Chapter 137 of Acts of 2026, FY 2027 Everett HAZMAT EARMARK. The FY27 allotment under this earmark, should not exceed \$240,000 and is to be used for purposes with a direct nexus to hazmat operations.

The funding under this grant will be utilized for meter calibration, training, turnout gear replacement for hazmat technicians, gear cleaning and hazmat operations which may fall under our marine unit.

There is no city match for this grant and the period for such terminates on June 30, 2027.

Thank you for your time with this matter.


Joseph M. Hickey
Chief of Department

COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services, or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.



CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name CITY OF EVERETT		Department Executive Office of Public Safety and Security	Mosaic Department Code EPS
d/b/a		Contract Manager Name Lucy Colon	
Legal Address As entered on Form W-9 or Form W-4 484 Broadway, Everett, MA 02149		Business Mailing Address One Ashburton Place, Rm 2133 Street Boston, MA 02108	
Contract Manager Name Chief Joseph Hickey		Billing Address If Different	
Phone 617-394-2348	Fax	Phone 781-719-2093	Fax
Email joseph.hickey2@cityofeverett.org		Email lucy.colon2@mass.gov	
Vendor Code VC 6000192088		Mosaic Transaction ID(s) 2027EVERETTHAZMAEARM	
Vendor Code Address ID e.g. 'AD001': AD 001		RFR/Procurement or Other ID Number Chapter 137 of Acts 2026	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
☒ NEW CONTRACT		☐ CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	
☐ Statewide Contract (OSD or an OSD-designated department.) ☐ Collective Purchase (Attach OSD approval, scope, and budget.) ☐ Department Procurement - Includes all Grants <u>815 CMR 2.00</u> . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) ☐ Emergency Contract (Attach justification for emergency, scope, and budget.) ☐ Contract Employee (Attach Employee Status Form, scope, and budget.) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) ☒ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)		Amendment Amount Or Enter "No Change" Amendment Type Check one option only. Attach details of amendment changes. ☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.) ☐ Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Contract Employee (Attach any updates to scope or budget.) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)	
TERMS AND CONDITIONS The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option: ☒ <u>Commonwealth Terms and Conditions</u> ☐ <u>Commonwealth Terms and Conditions for Human and Social Services</u> ☐ <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION Check ONE option. The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . ☐ Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): 240,000.00			

Mosaic Transaction ID(s) 2027EVERETTHAZMAEARM

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	10 days	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

☒ Statutory/legal

☐ Ready Payments (M.G.L. c. 29C, § 1A)

☐ Agree to standard 45-day cycle

☐ Only initial payment

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.

FY272027 GAA line item 8000-0600, earmark for HazMat service reimbursement: "; provided further, that not less than \$1,600,000 shall be provided for the Boston, Cambridge and Everett fire department hazardous material response teams;" The FY27 allotment under this earmark for Everett should not exceed \$240,000.00, ~~see attached Grant Agreement Addendum.~~ END

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

☐ YES

If YES, the Contractor's annual SDP commitment for this Contract is

☒ NO

If NO and the department is an Executive Department, enter the appropriate exemption: Legislative Earmark

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

☐ 2. may be incurred as of

20

, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

☒ 3. were incurred as of July 1

2026

, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations

CONTRACT END DATE

Contract performance shall terminate as of June 30, 2027, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [M.G.L. c. 29C, § 1B](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR

Signature and date must be captured at time of signature.

Signature

Date

8/13/2026

Print Name

Robert Van Campen

Print Title

Mayor

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature

Date

Christina Lente

8/17/2026

Print Name

Christina Lente

Print Title

Dir. of Fiscal Affairs



C0195-26

To: Mayor and City Council
From: Councilor Stephanie V. Smith
Date: September 14, 2026

Agenda Item:

An order requesting approval to accept and expend a \$150,000.00 grant from Massachusetts Clean Energy Center, for the City of Everett's Electrify Everett's Housing & Energy Equity Initiative through the EmPower Implementation Grant

Background and Explanation:

Attachments:



Office of Mayor
Robert J. Van Campen

Item Number 8

August 24, 2026

The Honorable City Council
City Hall
484 Broadway
Everett, Massachusetts 02149

RE: Accept & Expend Grant from Massachusetts Clean Energy Center,

Dear Honorable Members:

I hereby request City Council approval for the acceptance and expenditure of a **\$150,000.00** grant from **Massachusetts Clean Energy Center**, for the City of Everett's Electrify Everett's Housing & Energy Equity Initiative through the EmPower Implementation Grant.

The Project will support multilingual and diverse Everett residents, businesses, renters, landlords, and first-time homebuyers in accessing clean, affordable energy programs while helping to minimize the risk of displacement and green gentrification. The Project Team will also engage and train youth energy ambassadors to support outreach, resident education, and community engagement efforts. This is a **one-time award**, and **no required city match**.

I recommend your favorable passage of this order.

Respectfully submitted,

Robert J. Van Campen
Mayor of the City of Everett



City of Everett



September 14, 2026

City of Everett, Massachusetts

CITY COUNCIL

Offered By: _____
Councilor Stephanie Smith, as President

Bill Number: Bill Type: Order	Be It Ordered: By City Council OF THE CITY OF EVERETT, as follows:
	That the City hereby accepts and authorizes the expenditure of a grant in the amount of \$150,000.00 from the Massachusetts Clean Energy Center, for the City of Everett's Electrify Everett's Housing & Energy Equity Initiative through the EmPower Implementation Grant.



City of Everett



C0198-26

To: Mayor and City Council

From: Councilor Stephanie V. Smith

Date: September 14, 2026

Agenda Item:

An order requesting the approval to appropriate by borrowing the amount of \$8,025,000.00 for the purpose of entering into a settlement agreement regarding an eminent domain action filed against the City

Background and Explanation:

Attachments:



September 9, 2026

TO THE CITY COUNCIL

Dear Council President Smith and Clerk Cornelio:

I transmit herewith for your approval an Order authorizing the issuance of a bond in the principal amount not to exceed Eight Million and Twenty-Five Thousand Dollars (\$8,025,000.00) for the purpose of entering into a settlement agreement regarding an eminent domain action filed against the City.

This matter arises out of an eminent domain taking made by the City and approved by the City Council in 2023 for 22 Church Street, the location of the Devens School (the "Devens School"). The City had previously leased the Devens School for the ten-year period from July 1, 2013, to June 30, 2023. An appraiser hired by the Director of Assessing determined that the Devens School was valued at \$9,900,000.00 as of March 23, 2023. The City Council voted to take the Devens School by eminent domain on June 26, 2023, using ARPA funds and recorded the Notice of Taking on July 20, 2023, with the Middlesex County Registry of Deeds. In early 2024, the prior owners of the Devens School, Anthony and Richard Cassano, filed suit against the City alleging that the City took the Devens School for far less than it was worth. In essence, the lawsuit alleged that the City did not pay them the fair market value for the eminent domain taking. The experts retained by the Plaintiffs opined that the fair market value of the Property was \$19,125,000.00 immediately prior to the Taking. The difference between the two appraisals with statutory interest was \$10,500,000.00 as of August 20, 2026, the date of the scheduled trial.

The City retained KP Law to represent it in the lawsuit filed in 2024. Based on KP Law's recommendation and in collaboration with the current City Solicitor, the City has conditionally agreed to settle this matter for \$8,000,000.00, including mandatory court fees, and subject to City Council approval of the Administration's bond order that is required to pay for the settlement. Attorney Thomas Lane of KP Law intends to provide the City Council with a full briefing on this matter in executive session.

I respectfully request that the City Council take favorable action by approving this Order to authorize the City to issue a bond to settle this litigation matter.

Thank you,

Robert J. Van Campen
Mayor of the City of Everett



City of Everett

Middlesex South Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 80361
Document Type	: TAKE
Recorded Date	: July 20, 2023
Recorded Time	: 02:56:33 PM
Recorded Book and Page	: 81794 / 532
Number of Pages(including cover sheet)	: 6
Receipt Number	: 2927670
Recording Fee	: \$105.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

An Order Regarding Fee Taking at 22 Church Street
/s/ Michael K. Marchese, as President

Therefore: Be It Ordered: BY THE CITY COUNCIL OF THE CITY OF EVERETT, and by authority of the same as follows:

ORDER OF TAKING

At a regularly convened meeting of the CITY COUNCIL of the CITY OF EVERETT held this 26TH day of June, 2023 it was voted and ordered as follows:

THE CITY COUNCIL of the CITY OF EVERETT, duly elected, qualified, and acting on behalf of the City, in accordance with the provisions of Chapter 79, and Chapter 40, Section 14 of the General Laws and the City's Charter, as amended, and any and every other power and authority which is hereunto in any way enabling, hereby takes by eminent domain, for general municipal purposes, the fee to the property located at 22 Church Street, Everett, Massachusetts and identified as Assessor's Parcel C0-04-000120 and as described in a deed recorded in the Middlesex South Registry of Deeds in Book 59788, Page 299 (the "Property").

The land affected by the herein taking is owned or supposedly owned by the parties listed in Schedule A, attached hereto and incorporated herein, hereinafter referred to as the Owner. If in any instance the name of any Owner is not correctly stated in Schedule A, the name of the supposed Owner being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the City.

The amount awarded as damages sustained by the Owner of said land in accordance with the provisions of G.L. c.79, § 6, as amended, is set forth on Schedule B attached hereto and incorporated herein, but which shall not be recorded herewith.

Any and all trees and other structures located upon the property taken are included in this taking.

No betterments are to be assessed under this taking.

(Signature pages follow)

Date: June 26, 2023

PASSED IN THE CITY COUNCIL

10 Yeas 0 Nays
 Reconsideration Failed 1 Yeas 9 Nays

Date: July 13, 2023

IN WITNESS WHEREOF, we, the duly elected and qualified City Council for the City of Everett, have hereunto set our hands and seal this 26th day of June, 2023.

CITY OF EVERETT,
 BY ITS CITY COUNCIL

Michael K Monchese
 President

Alfred J. Kattanz

John F. Hanlon

Steve M. Gaudin

Stephanie V Smith

Russell A. H.

[Signature]

Danney J. Costa

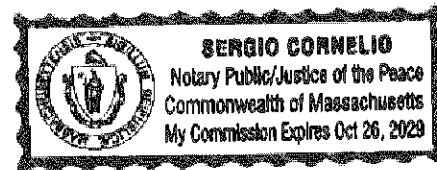
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

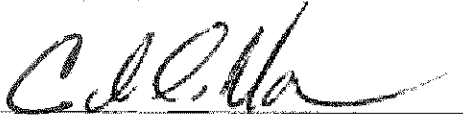
On this 13th day of July, 2023, before me, the undersigned Notary Public, personally appeared Eight City Council, member of the City Council of the City of Everett, as aforesaid, who proved to me through satisfactory evidence of identification, which was Personally Known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the City of Everett.



Notary Public

My Commission Expires: October 26, 2029

APPROVED:

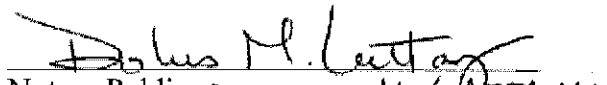


Carlo DeMaria, Jr.
Mayor

COMMONWEALTH OF MASSACHUSETTS

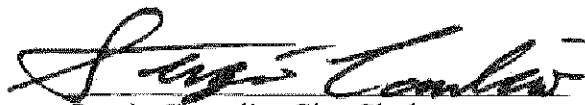
Middlesex, ss

On this 11th day of July, 2023, before me, the undersigned Notary Public, personally appeared Carlo DeMaria, Jr., the Mayor of the City of Everett, as aforesaid, who proved to me through satisfactory evidence of identification, which was MA DRIVER LICENSE, 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 the City of Everett.



Notary Public DOLORES M. LATTANZA
My Commission Expires: 10-12-2023

A TRUE COPY ATTEST:



Sergio Cornelio, City Clerk

869658/EVRT/0129

Schedule A

Owner: Devens Everett, LLC



CITY COUNCILNo. C0198-26

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

**AN ORDER REQUESTING THE APPROVAL TO APPROPRIATE BY BORROWING
THE AMOUNT OF \$8,025,000.00 FOR THE PURPOSE OF ENTERING INTO A
SETTLEMENT AGREEMENT REGARDING AN EMINENT DOMAIN ACTION FILED
AGAINST THE CITY**

/s/Councilor Stephanie V. Smith, as President

Be it Ordered by the City Council of the City of Everett, Massachusetts, as follows:

That the Everett City Council hereby considers appropriating the amount of Eight Million Twenty Five Thousand Dollars (\$8,025,000.00) for the purpose of paying the costs of acquiring property and improvements located at 22 Church Street, notably the Devens School, which shall serve only a public purpose, namely to provide special and other public education services to the residents of the City, including damages under M.G.L. c.79 resulting from any such acquisition or project, such damages associated with that certain Order of Taking dated July 13, 2023, recorded July 20, 2023 in the Middlesex County Registry of Deeds at Book 81794 Page 532, and for the payment of all other costs incidental and related thereto, and that to meet this appropriation the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c.44, §7(1) or pursuant to any other enabling authority, and to issue bonds and notes therefore, and to take any other action relative thereto.

A true copy attest



Sergio Cornelio, City Clerk



C0199-26

To: Mayor and City Council
From: Councilor Stephanie V. Smith
Date: September 14, 2026

Agenda Item:

An ordinance establishing a tax title payment agreement in the City of Everett

Background and Explanation:

Attachments:



September 9, 2026

TO THE CITY COUNCIL

Dear Council President Smith and Clerk Cornelio:

I transmit herewith for your approval an Order requesting the adoption of the ordinance proposed herein to authorize the City's Treasurer-Collector to enter into payment agreements with Everett taxpayers entitled to redeem parcels in tax title. The proposed ordinance is permitted by a state law that provides a mechanism for taxpayers to enter structured payment plans with the City so that they can keep their homes. The City can take advantage of this state law by adopting the proposed local ordinance, which offers financial predictability to both the City and its taxpayers.

The state law that authorizes these payment plans imposes certain parameters on the structured agreements. First, the agreements can last up to ten (10) years, and the City has the discretion to waive up to one hundred (100) percent (%) of the interest that has accrued on the amount of the tax title account. Next, taxpayers that enter into a payment agreement must pay at least ten (10) percent (%) of the total amount required to redeem the parcel at that time they enter into the payment agreement. Further, the proposed ordinance must establish the parameters of the payment agreements, including the categories of eligible tax titles (e.g., residential or commercial property) and the term and interest waiver that applies to agreements in those categories. The ordinance must treat each class of tax title in a uniform manner to ensure that similarly situated taxpayers are treated the same.

Although this proposed ordinance has numerous benefits, it does present some limitations. For example, although the ordinance prohibits the Treasurer-Collector from initiating a foreclosure action on the delinquent property against the taxpayer during the term of the payment agreement, the proposed ordinance would not be retroactive. This means that any parcels subject to a pending foreclosure action at the time the ordinance is enacted would not be eligible for the payment agreements. However, a foreclosure action during the term of the payment agreement may be pursued if the taxpayer fails to make payments in accordance with any schedule in the payment agreement.

I believe that the proposed ordinance offers a pathway for taxpayers to keep their homes that could otherwise be lost to the tax title process. Permitting the City to enter into payment agreements with these taxpayers is a unique opportunity to offer financial and housing stability while ensuring that the City can collect on delinquent taxes owed to it. I respectfully request that the City Council take favorable action by adopting the proposed ordinance.

Thank you,

Robert J. Van Campen
Mayor of the City of Everett



City of Everett



CITY COUNCILNo. C0199-26

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

/s/Councilor Stephanie V. Smith, as President

Division III (Revised General Ordinances), Article IV (City Treasurer), Section 7-118 (currently reserved): Residential Tax Title Payment Agreements

- I. **Purpose.** The purpose of this ordinance is to permit the City to enter into payment agreements with eligible taxpayers in order to promote financial and housing stability.
- II. **Authority.** Pursuant to the provisions of MGL c. 60, § 62A, the Treasurer-Collector shall have the authority to enter into written payment agreements with any person entitled to redeem ownership of parcels in tax title which have been taken by the City as a result of nonpayment of real estate taxes. The payment agreement shall be executed on such terms and conditions for payment of the delinquent taxes, interest and any other costs, fees or charges associated with same, in accordance with MGL c. 60, § 62A, and this ordinance. The Treasurer-Collector shall not refuse to enter into agreements with eligible taxpayers.
- III. **Applicability.** This ordinance shall apply to all taxpayers with parcels in the following assessment categories of tax title in the City:
 - a. Commercial property;
 - b. Residential property;
 - c. Industrial; and
 - d. Open space.
- IV. **Conditions prior to agreement.** The following conditions must be met prior to the City entering into a payment agreement:
 - a. The City has not filed a petition to foreclose the rights of redemption with the Land Court or another court of competent jurisdiction; and
 - b. All real estate taxes and water/sewer user fees due for the current fiscal year assessed against the parcel must be paid to date.
- V. **Minimum requirements.** All payment agreements shall comply with the following minimum requirements:

- a. The payment agreement shall be for a term not to exceed five (5) years; provided, however, that nothing herein shall preclude the taxpayer from completing payments of the amount owed within a shorter period of time;
 - b. The payment agreement shall not include a waiver of the interest that has accrued in the tax title account prior to execution of the agreement but shall include a waiver of one hundred (100) percent (%) of the interest that accrues during the term of the agreement, but only if the taxpayer fully complies with the terms of the agreement (no taxes or collection costs may be waived);
 - c. The payment agreement shall state the amount of the payment due from the taxpayer at the time of execution of the agreement, which shall be ten (10) percent (%) of the amount needed to redeem the parcel at the inception of the agreement. The taxpayer must then agree to pay the remaining balance due to the City in equal monthly installments.
- VI. ***Foreclosure action.*** During the term of the agreement, the Treasurer-Collector may not bring an action to foreclose the tax title unless payments are not made in accordance with the schedule set out in the payment agreement or timely payments are not made on other amounts due to the City that constitute a lien on the same parcel.
- VII. ***Construal of provisions.*** Nothing in this ordinance shall preempt or preclude the authority of the Treasurer-Collector to accept partial payments or to negotiate and enter into payment agreements authorized by M.G.L. c. 60, §§ 22 and 22A, or any other statutory authority.
- VIII. ***Effectiveness.*** This ordinance shall be effective upon passage.



C0186-26

To: Mayor and City Council
From: Councilor Stephanie V. Smith
Date: August 3, 2026

Agenda Item:

An order requesting consideration and approval of a proposed five-year Payment in Lieu of Taxes ("PILOT") Agreement between the City of Everett and Distrigas of Massachusetts LLC

Background and Explanation:

Attachments:



CITY COUNCILNo. C0186-26

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

**AN ORDER REQUESTING CONSIDERATION AND APPROVAL OF A PROPOSED
FIVE-YEAR PAYMENT IN LIEU OF TAXES (“PILOT”) AGREEMENT BETWEEN
THE CITY OF EVERETT AND DISTRIGAS OF MASSACHUSETTS LLC**

/s/Councilor Stephanie V. Smith, as President

Be it Ordered by the City Council of the City of Everett, Massachusetts, as follows:

That the Everett City Council hereby grants approval of a proposed Payment in Lieu of Taxes (“PILOT”) Agreement between the City of Everett and DISTRIGAS of Massachusetts LLC substantially in the form presented to the City Council and attached to this Order, and authorizes the execution of the Agreement on behalf of the City and to take all actions reasonably necessary to implement its terms.

A true copy attest



A handwritten signature in black ink, reading "Sergio Cornelio".

Sergio Cornelio, City Clerk



Office of Mayor
Robert J. Van Campen

Item Number 11

Honorable Members of the Everett City Council
Everett City Hall
484 Broadway
Everett, Massachusetts 02149

Dear Honorable Members of the City Council:

I am submitting for the City Council's consideration and approval a proposed five-year Payment in Lieu of Taxes agreement between the City of Everett and Distrigas of Massachusetts, LLC, owner of the liquefied natural gas facility off Rover Street.

The City and Distrigas have been engaged in litigation for several years regarding the assessed value of this unique property. Valuation became more difficult following the closure of the Mystic power station and Distrigas' transition to five-year contracts approved by the Massachusetts Department of Public Utilities. While those contracts currently support the facility's operations, its value after they expire remains uncertain.

The proposed agreement establishes an annual valuation of \$127,000,000 for five years. Taxes would be calculated using the City's applicable tax rate each year and paid on the regular property-tax billing schedule.

The valuation reflects an average of the declining values developed by the parties' respective experts. This approach provides stability for the City's tax levy and avoids the need for a new disputed valuation each year. The Massachusetts Department of Revenue has approved this approach.

The agreement would also be a key component of resolving all outstanding litigation between the City and Distrigas, avoiding further legal and expert costs.

I respectfully request that the City Council approve the proposed agreement. The accompanying memorandum and draft PILOT provide additional details regarding the valuation, payment structure, and resolution of the pending litigation.

Respectfully submitted,

Robert J. Van Campen
Mayor of the City of Everett



City of Everett

484 Broadway, Everett, MA 02149 • 617-394-2270 • www.cityofeverett.com

GILMAN, McLAUGHLIN & HANRAHAN LLP

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BOSTON, MASSACHUSETTS 02114**

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DAVID L. KLEBANOFF
ROBERT E. MORAN *
LEIGH A. McLAUGHLIN
ROBERT E. McLAUGHLIN, JR.**

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FACSIMILE (617) 720-1225
www.gilmac.com**

OF COUNSEL

**DAVID G. HANRAHAN
WILLIAM F. YORK
KAREN C. WALKER**

*ALSO NH

**WALTER H. McLAUGHLIN, SR.
(1931-1994)**

**dklebanoff@gilmac.com
Direct Dial: 617-371-0468**

MEMORANDUM

The Administration respectfully requests that the City Council review and approve the proposed Payment in Lieu of Taxes agreement between the City of Everett and Distrigas of Massachusetts, LLC, the owner of the liquefied natural gas facility located off Rover Street.

For several years, the City and Distrigas have disputed the assessed value of the property through pending tax litigation. Valuing this facility is unusually difficult because it is a highly specialized property whose operations and financial outlook have changed significantly.

The facility's principal customer, the Mystic power station, has closed. Distrigas subsequently entered into five-year contracts with several local gas distribution companies after receiving approval from the Massachusetts Department of Public Utilities. Those contracts currently allow the facility to remain open and operate profitably. It remains uncertain, however, whether the contracts will be renewed and how the facility will operate—or what the property will be worth—after they expire.

To address that uncertainty, the City and Distrigas negotiated a five-year PILOT agreement covering the term of the current contracts. The proposed agreement would establish a consistent annual taxable value of **\$127,000,000**. Each year, the City would apply the applicable tax rate to that agreed value, and Distrigas would make payments according to the City's regular property-tax billing schedule.

The agreed value reflects the work of the City's and Distrigas' valuation experts, who reviewed the facility's financial information and developed projected values for each of the five years. Because the remaining term of the contracts becomes shorter each year, those projected values decline as the expiration date approaches. Rather than use a different and declining value each year, the parties agreed to average the projected values and apply the resulting \$127 million valuation throughout the five-year term. The Massachusetts Department of Revenue has approved this averaging approach.

The proposed agreement offers several benefits to the City. It would provide greater stability and predictability for the City's tax levy, avoid the need to determine and defend a new valuation each year, and establish a clear payment framework during a period of operational uncertainty. The agreed valuation also remains within the range on which the property has historically been taxed.

Approval of the agreement would also resolve all currently pending litigation between the City and Distrigas. By ending those disputes, the City would avoid additional legal, appraisal, and expert expenses, as well as the uncertainty associated with continued litigation.

The proposed PILOT does not attempt to determine the property's value after the current five-year contracts expire. Instead, it establishes a practical and predictable framework for the period in which the facility's current revenues and operations can be more reliably evaluated.

The Administration respectfully submits the proposed agreement for the City Council's consideration. The accompanying draft PILOT contains the complete terms governing the valuation, payment schedule, and the parties' respective obligations.

AGREEMENT FOR PAYMENT IN LIEU OF TAXES
PURSUANT TO G.L. c. 59 § 5 Clause 45

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES UNDER G.L. c.59 § 5 Clause 45 (this “Agreement”) is made and entered into as of [Date] by and between the CITY OF EVERETT, a municipal corporation and body politic of the Commonwealth of Massachusetts having its offices at 484 Broadway, Everett, Massachusetts, through its Board of Assessors (the “City”) and Distrigas of Massachusetts LLC, a Delaware limited liability company having its principal place of business at 18 Rover Street, Everett Massachusetts and its affiliates (“Distrigas”). The City and Distrigas may be referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, Distrigas owns a Liquified Natural Gas (“LNG”) import, storage and distribution facility located in the City on the Mystic River comprised of various real property parcels, personal property and other assets in the City, including but not limited to two LNG storage tanks, natural gas in both liquid and vapor form, and associated equipment and including deepwater docking facilities as further identified in Attachment A (together the “Distrigas Property”); and

WHEREAS, the Distrigas Property is subject to local property taxation; and

WHEREAS, it is the intention of the Parties to agree on the fair cash valuation of the Distrigas Property, to settle all pending appeals and petitions concerning its valuation, and based upon good faith negotiations to voluntarily come to agreement on the terms outlined in this Agreement in lieu of real and personal property taxes for the Distrigas Property in accordance with G.L. c.59, §5 Clause 45, and all applicable regulations promulgated pursuant thereto; and

WHEREAS, the Parties believe that it is in their mutual best interest to enter into this Agreement by fixing and maintaining a mutually acceptable valuation reflecting the full and fair cash value of the Distrigas Property for the term of the Agreement; and

WHEREAS, the Parties have reached this PILOT Agreement as a result of good faith negotiations so that Distrigas’ payments to the City shall be the equivalent of the property tax obligations which would otherwise be owed to the City by Distrigas during the term of this PILOT Agreement based on full and fair cash valuation; and

WHEREAS, the Parties do not intend for this Agreement to affect any direct payments for services provided by the City to Distrigas, including but not limited to water and sewer and similar obligations not in the nature of real or personal property taxes or substitutes for such taxes that Distrigas may otherwise be obligated to pay the City;

NOW THEREFORE, in exchange for the mutual commitments made herein the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Statement of Mutual Benefits. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith. Each Party has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants.

The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over real and personal property taxes, establishes tax and economic stability, and fixes and maintains mutually acceptable, reasonable, and accurate valuations to permit payments in lieu of taxes for the Distrigas Property that are appropriate and serve the Parties respective interests.

The Parties acknowledge that this Agreement is beneficial to each because this Agreement will result in mutually acceptable, steady, predictable, accurate, and reasonable payments in lieu of taxes to the City.

The parties further acknowledge that as a result of unique circumstances, Distrigas' operations are presently primarily dedicated to fulfilling obligations under contracts entered into with several Local Gas Distribution Companies and that currently those contracts terminate May 31, 2030, and as a result there could be substantial variations in the calculation of fair cash Valuation as each year of the contracts expire if each year's valuation is determined on an isolated basis. Therefore, under this Agreement, the Parties have calculated those values for each year of the term of this Agreement and have agreed that it is in both of their best interests to set the Valuations in this Agreement at the mean valuation of the Distrigas Property over this Agreement's term thereby providing a consistent and predictable tax obligation for both parties in each year.

2. Property To Be Taxed. The property owned by Distrigas which shall be taxed subject to the terms of this Agreement is the Distrigas Property at the addresses and tax parcel identification, including personal property, listed on Attachment A. The Distrigas Property shall include any material additions, improvements, repairs, replacements, modifications or other changes that may occur after the execution of this Agreement as declared annually by Distrigas pursuant to G.L. c. 59, § 29. If said annual declaration indicates material capital improvements to the Distrigas Property resulting in an increase in LNG storage capacity equal to or exceeding twenty-five (25%) percent of its present capacity, the Parties agree to confer upon a revised PILOT Payment.
3. Term of Agreement. This Agreement shall govern the taxation of the Distrigas Property for the five-year period of fiscal years 2027 through 2031 inclusive. For purposes of this Agreement, each fiscal year shall begin on July 1 and shall end on June 30 of the following calendar year. By way of example, fiscal year 2027 means July 1, 2026, to June 30, 2027.

Officials from Distrigas and the City agree to meet for an initial meeting between July 1, 2030, and September 30, 2030, to initiate a cooperative discussion with the goal of negotiating a successor Agreement for all taxable real and personal property located in

the City as then owned by Distrigas. If the Parties are unable to reach agreement on a successor agreement, the Distrigas Property shall be taxed on an *ad valorem* basis pursuant to G.L. c. 59 starting in FY2032, with Distrigas retaining all rights to apply for abatements and to appeal from any denials thereof.

4. Estimated Assessed Value. The Parties agree that the value of the Distrigas Property for each of the years which are the subject of this Agreement is One Hundred and twenty-seven Million (\$127,000,000.00) Dollars. (the “Valuation”)
5. PILOT Payments. The Parties agree that the respective annual PILOT Payment (“PILOT Payments”) shall be the amounts resulting from the application of the property tax rate in any given year to the Valuation in lieu of Distrigas paying any other real or personal property taxes with respect to the Distrigas Property.
6. Payment Due Dates. PILOT Payments shall be made by Distrigas in four installments (subject to changes in the tax rate), on or before the dates on which tax payments would otherwise be due to the City in each fiscal year. Should any due date fall on a weekend or holiday, payment shall be due the first business day following such date.
7. Payment Collection. The provisions of G.L. c. 60 and other applicable law will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were real or personal property taxes due and payable to the City.

In the event a payment is not timely received by the City, the City shall issue a notice of default to Distrigas and Distrigas shall have thirty (30) days from its receipt of such notice to cure such default (the “Cure Period”). If Distrigas fails to timely cure the default, the City shall have the option to exercise its dispute resolution rights under Section 15. If Distrigas breaches its payment obligations under this Agreement and fails to timely cure within the Cure Period, Distrigas shall pay interest on the unpaid amount at the rate of 12% per annum calculated from the date the payment was originally due and pay the reasonable attorneys’ fees, court and other costs incurred by the City in the collection of the unpaid amounts.

8. Invalidity. The Parties agree that this Agreement shall be void and unenforceable if (a) this Agreement, or any material portion of this Agreement, is determined or declared by a court or agency of competent jurisdiction to be illegal, void, or unenforceable; or (b) Distrigas is determined or declared by a court or agency of competent jurisdiction to not be an “Energy Storage System” as that term is used and/or defined in G.L. c. 59 § 5 Clause 45, and G.L. c. 164 § 1. In such an event, any payments due and/or made to the City before the date of such event shall remain property of the City, and to the extent permitted by law, shall be deemed full satisfaction of the taxes in lieu of which they were made and the exemption from property taxes created by this Agreement shall terminate.
9. Force Majeure. If a Force Majeure occurs during the term of this Agreement that renders the Distrigas Property wholly or substantially unable to operate as a Liquefied Natural

Gas storage and distribution facility for a period of more than ninety-five (95) days, Distrigas may, at its election, terminate the Agreement following expiration of such 95-day period by written notice to the City, provided that such termination shall be effective no earlier than the end (June 30) of the fiscal year in which said notice is received by the City, and provided further that the Distrigas Property will thereafter be assessed and taxed as if this Agreement does not exist.

As used herein, an event of Force Majeure is an event beyond the reasonable control of the Parties, and includes, without limitation, the following events:

- a. Any cause not within the reasonable control of Distrigas, including but not limited to: Acts of God; winds; hurricanes; tornadoes; extreme weather; fires; pandemics or epidemics; landslides, earthquakes, floods, or other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions; or
- b. Taking by eminent domain by any governmental entity of all or a portion of the Distrigas Property that substantially limits or prevents Distrigas from operating.

10. Successors and Assigns. This Agreement is binding upon the successors and assigns of Distrigas, and the obligations created hereunder will run with the properties. Distrigas shall not assign this Agreement in whole or in part without the advance written consent of the City, which shall not be unreasonably withheld, except that Distrigas may (i) collaterally assign the Agreement to an entity providing financing with advance written, thirty (30) day, notice to the City, provided that Distrigas shall not be relieved of its obligations hereunder and (ii) sell, transfer, lease or assign all or substantially all of its interest in the Distrigas Property to a third party. If Distrigas sells, transfers, leases or assigns all or substantially all its interest in the Distrigas Property, this Agreement will thereafter inure to the benefit of and become the responsibility of the purchaser, transferee or assignee.
11. Waiver of Valuation Appeal. Distrigas, by entering into this Agreement, hereby waives and relinquishes, during the term of this Agreement, any right to appeal the agreed upon values for the Distrigas Property, for any reason and in any forum, and therefore hereby waives any such rights with respect to contesting any annual payments assessed in accordance with the provisions of this Agreement.
12. Form of List. Distrigas shall by March 1 of each year of the Agreement period, unless such date is extended by agreement of the Parties as has been the Parties' custom, file with the City a Form of List, in accordance with G.L. c. 59, § 29.

13. Conditions Precedent. The obligations of the Parties under this Agreement are conditioned on the City promptly submitting this Agreement to the Massachusetts Department of Revenue (“DOR”) Bureau of Local Assessment.
14. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law.
15. Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between Distrigas and the City. The Parties agree to use their respective best efforts to resolve any dispute that may arise regarding this Agreement.

Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between representatives of Distrigas and the City Assessor, who shall use their respective best efforts to resolve such dispute. The period for informal negotiations shall not exceed forty-five (45) days from the time a dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute.

If the Parties cannot resolve a dispute by informal negotiations, the Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters involving approval, interpretation, or enforcement of this Agreement or any of its provisions. Venue for all court actions brought hereunder shall be solely the state courts located in Middlesex County, Massachusetts. Distrigas agrees to accept service of process, including civil complaints, by certified mail at the address indicated above.

16. No Precedent. This Agreement is entered into in good faith to avoid future disputes and to achieve predictability and economic stability for the Parties by establishing a schedule of PILOT Valuations based on an agreement concerning the reasonable, accurate, and reliable fair cash values for the Distrigas Property. The Parties agree that no Party shall seek to use the PILOT Payments agreed to under this Agreement in any future proceedings to establish a precedent regarding the value of the Distrigas Property (except in proceedings related disputes involving this Agreement).
17. Covenants of Distrigas. During the term of the Agreement, Distrigas covenants as follows:
 - a. Provided the City is not in breach of this Agreement, Distrigas will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose of validity of this Agreement, except as expressly provided herein;

- b. Provided the City is not in breach of this Agreement, Distrigas will not fail to pay the City all amounts due in accordance with the terms of this Agreement, except as expressly provided herein; and
- c. Provided the City is not in breach of this Agreement, Distrigas will not seek an abatement or reduction of the PILOT Payment amounts agreed, except as expressly provided herein.

18. Representations and Warranties of Distrigas. Distrigas represents and warrants:

- a. It is a limited liability company or other business entity duly organized, validly existing and in good standing under the laws of Delaware and is registered with the Massachusetts Secretary of the Commonwealth, and has full power and authority to carry on its business as it is now being conducted.
- b. This Agreement constitutes a legal, valid and binding obligation of Distrigas, enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
- c. It has taken all necessary actions to authorize and approve the execution and delivery of this Agreement.
- d. The persons executing this Agreement on behalf of Distrigas have the full power and authority to bind it to each and every provision of this Agreement.
- e. Distrigas does not qualify for a manufacturing classification exemption pursuant to G.L. c. 59, § 5(16)(3).
- f. The performance of Distrigas' obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Distrigas is a party or to which Distrigas is otherwise bound.

19. Covenants, Representations and Warranties of the City. The City covenants, represents, and warrants as follows:

- a. Provided Distrigas is not in breach of this Agreement, the City will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;
- b. The City acknowledges that his Agreement constitutes a legal, valid and binding obligation on the City, enforceable in accordance with its terms.
- c. The City has taken all necessary actions to authorize and approve the execution and delivery of this Agreement.

- d. The persons executing this Agreement on behalf of the City have the full power and authority to bind the City to each and every provision of this Agreement.

20. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, or by mail in a manner of delivery that results in a confirmation of receipt, such as certified mail or federal express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

TO: Distrigas of Massachusetts LLC
c/o Constellation Energy Generation, LLC
1 Industrial Highway, POS Building
Eddystone, PA 19022
Attn: Vice President, Regional Operations
Email: paul.weeks@constellation.com

With a copy to:

Constellation Energy Generation, LLC
1310 Point Street – 8th Floor
Baltimore, MD 21231
Attn: Corporate Services and Generation Legal
Email: legalnotices@constellation.com

Constellation Energy Generation, LLC
Attn: Tax Department
P.O. Box A3922
Chicago, IL 60690
Email: tara.pritchard@constellation.com

TO: CITY OF EVERETT
BOARD OF ASSESSORS
484 Broadway
Everett, MA 02149

With a copy to:
Chief Financial Officer
484 Broadway
Everett, MA 02149

Any such addresses for the giving of notices may be changed by either Party or its counsel by giving written notice as provided above to the other Party. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by

electronic mail which is not confirmed as received by the receiving Party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours.

21. Entire Agreement. The Parties agree that this Agreement, along with the attachment hereto, is the entire, fully integrated Agreement between them with respect to future payments in lieu of taxes for the Distrigas Property, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, having been merged herein, and that there are no third-party beneficiaries to this Agreement.
22. Amendments. This Agreement may only be amended or modified by a written amendment to the Agreement signed by all Parties.
23. Counterparts; Scanned Copies. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.
24. Joint Work product. This Agreement shall be considered the joint work product of the Parties, and, therefore, no rule of strict construction shall be applied against any Party.
25. Further Assurances. From time to time and at any time at and after the execution of the Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by the Agreement.

26. Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner. Executed under seal as of the date first above-written.

CITY OF EVERETT
BOARD OF ASSESSORS

By:

DISTRIGAS OF MASSACHUSETTS LLC

By:

ATTACHMENT A

18 ROVER STREET PARCEL ID: H0-14-000001

18 ROVER STREET PERSONAL PROPERTY, ACCOUNT NUMBER 106680

143 BEACHAM STREET PARCEL ID: H0-13-000170



CITY COUNCIL No. C0186-26

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

/s/Councilor Stephanie V. Smith, as President

At a duly convened meeting of the City Council of the City of Everett held on September 14, 2026 the council voted on the following agenda item:

MOTION: (a) To approve the Payment in Lieu of Taxes (“PILOT”) Agreement authorized by G.L. c. 59 § 5 clause 45 negotiated between the City of Everett and Distrigas of Massachusetts, Inc. its successors, assigns or affiliates (“Distrigas”) applicable to the real and personal property of Distrigas located at 18 Rover Street and 143 Beacham Street in Everett a copy of which PILOT is attached hereto and (b) to authorize one or more members of the Board of Assessors and the Mayor to execute the PILOT on behalf of the City and take any action as may be necessary to carry out the vote herein taken or relative thereto.

Voted in Favor:

Voted Opposed:

A true copy attest:

_____, City Clerk

Date: _____

Sergio Cornelio



CITY COUNCILNo. C0186-26

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

**AN ORDER APPROVING THE PILOT AGREEMENT BETWEEN THE CITY OF
EVERETT AND DISTRIGAS OF MASSACHUSETTS, LLC.**

/s/Councilor Stephanie V. Smith, as President

ORDERED: That the City Council hereby approves the Payment in Lieu of Taxes (“PILOT”) Agreement between the City of Everett and Dstrigas of Massachusetts LLC substantially in the form presented to the City Council and attached to this Order, and authorizes the City of Everett to execute the Agreement and to take all actions reasonably necessary to implement its terms.



C0196-26

To: Mayor and City Council

From: Councilor Stephanie V. Smith, Councilor Holly D. Garcia, Councilor Michael K. Marchese

Date: September 14, 2026

Agenda Item:

A resolution requesting that the public be provided with an update on E-scooter rules and regulations

Background and Explanation:

Attachments:



C0197-26

To: Mayor and City Council

From: Councilor Peter Pietrantonio

Date: September 14, 2026

Agenda Item:

A resolution expressing the Everett City Council's support for Locals 25 and 26 to receive new contracts from Encore Boston Harbor that provide the union members with better wages and health care benefits

Background and Explanation:

Attachments:



C0200-26

To: Mayor and City Council

From: Councilor Peter Pietrantonio, Councilor Katy L. Rogers

Date: September 14, 2026

Agenda Item:

An order, in accordance with Section 17-1 of the Revised Ordinances of City of Everett, requesting that the City Council consider renaming Village Landing to Haley's Village Landing in honor of Haley Keane as it was her place of peace

Background and Explanation:

Haley Keane was from the Village. She would go to the Village Landing and spend hours there. Unfortunately, one day she took her own life at the place where she found peace.

Attachments:



CITY COUNCILNo. C0200-26

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

**AN ORDER REQUESTING THAT THE CITY COUNCIL CONSIDER RENAMING
VILLAGE LANDING TO HALEY’S VILLAGE LANDING IN HONOR OF HALEY
KEANE AS IT WAS HER PLACE OF PEACE**

/s/Councilor Stephanie V. Smith, as President

Be it Ordered by the City Council of the City of Everett, Massachusetts, as follows:

That the Everett City Council hereby considers renaming Village Landing to Haley’s Village Landing in honor of Haley Keane as it was her place of peace.

Haley was from the Village. She would go to the Village Landing and spend hours there. Unfortunately, one day she took her own life at the place where she found peace.



A true copy attest

Sergio Cornelio, City Clerk



C0201-26

To: Mayor and City Council

From: Councilor Stephanie V. Smith

Date: September 14, 2026

Agenda Item:

An order requesting that the City Council consider waving any and all legal privileges connected to the activities of the Special Council retained by the Council in 2025

Background and Explanation:

Attachments:



CITY COUNCILNo. C0201-26

IN THE YEAR TWO THOUSAND AND TWENTY-SIX

**AN ORDER REQUESTING THAT THE CITY COUNCIL CONSIDER WAVING ANY
AND ALL LEGAL PRIVILEGES CONNECTED TO THE ACTIVITIES OF THE
SPECIAL COUNCIL RETAINED BY THE COUNCIL IN 2025**

/s/Councilor Stephanie V. Smith, as President

Be it Ordered by the City Council of the City of Everett, Massachusetts, as follows:

That the Everett City Council hereby considers waiving any and all legal privileges connected to services provided by Chris Petrini and/or Petrini & Associates, P.C. related to his retention as Special Counsel to the City Council, or the retention of any of his partners and/or associates; and that the City Council further waives any and all legal privileges for records and documents created for the purpose of providing such services; and that the aforementioned waiver shall solely be for the purpose of providing such records and documents to the City Solicitor and Hinckley Allen for legal audit purposes.

A true copy attest



A handwritten signature in black ink that reads "Sergio Cornelio".

Sergio Cornelio, City Clerk



C0202-26

To: Mayor and City Council

From: Councilor Stephanie V. Smith

Date: September 14, 2026

Agenda Item:

In accordance with M.G.L. ch. 30A, s. 21(a)(3), the City Council and relevant City stakeholders are entering into executive session to discuss legal strategy with outside counsel regarding the Devens School litigation matter. This is being discussed in executive session because doing so in an open meeting may have a detrimental effect on the City's litigating position.

Background and Explanation:

Attachments: