



# Lowell City Council

## Regular Meeting Agenda

Michael Q. Geary  
City Clerk

**Date:** March 24, 2020

**Time:** 6:30 PM

**Location:** City Council Chamber, 375 Merrimack Street, 2nd Floor, Lowell, MA

### 1. ROLL CALL

### 2. CITY CLERK

- 2.1. Minutes Of Public Safety SC March 10th; City Council Meeting March 10th, For Acceptance.

Documents:

[2020 MARCH 10 PUBLIC SAFETY SC MINUTES.PDF](#)  
[2020 MARCH 10 CC MINUTES.PDF](#)

- 2.2. Vote-Cancel Council Meeting 4.21.20

Documents:

[VOTE-CANCEL COUNCIL MEETING 4.21.20.PDF](#)

### 3. COMMUNICATIONS FROM CITY MANAGER

- 3.1. Motion Responses

- A) Motion Response - Coronavirus
- B) Motion Response - Cambodia Town
- C) Motion Response - SE Asian Festival
- D) Motion Response - Francis Gate and Hadley House
- E) Motion Response - Level 3 Sex Offenders

Documents:

[A\) MOTION RESPONSE - CORONAVIRUS.PDF](#)  
[B\) MOTION RESPONSE - CAMBODIA TOWN.PDF](#)  
[C\) MOTION RESPONSE - SE ASIAN FESTIVAL.PDF](#)  
[D\) MOTION RESPONSE - FRANCIS GATE AND HADLEY HOUSE.PDF](#)  
[E\) MOTION RESPONSE - LEVEL 3 SEX OFFENDERS.PDF](#)

- 3.2. Petition Responses

- F) Petition Response - Waite St.
- G) Petition Response - HC Spot Common Ave.

Documents:

- F) PETITION RESPONSE - WAITE ST..PDF
- G) PETITION RESPONSE - HC SPOT COMMON AVE..PDF

3.3. Communication - Accept Resignation Of David Ellingson -Lowell Commission On Disability

Documents:

- COMMUNICATION-ACCEPT RESIGNATION OF DAVID ELLINGSON FROM LOWELL COMMISSION ON DISABILITY.PDF

**4. VOTES FROM THE CITY MANAGER**

4.1. Vote-Accept And Expend Urban Grant From Exec Office Of Housing And Economic Dev

Documents:

- VOTE-ACCEPT AND EXPEND URBAN GRANT FROM EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEV.PDF

4.2. Vote-Auth CM Ex Project Funding Agreement-MSBA

Documents:

- VOTE-AUTH CM EX PROJECT FUNDING AGREEMENT - MSBA.PDF

4.3. Vote-Auth CM Ex Tax Increment Financing Agreement-Legacy Hotel LLC

Documents:

- VOTE-AUTH CM EX TIF AGREEMENT-LEGACY HOTEL LLC.PDF

4.4. Vote-License Agreement-Jackson St-291

Documents:

- VOTE-LICENSE AGREEMENT-JACKSON ST.-291.PDF

**5. ORDERS FROM THE CITY MANAGER**

5.1. Order-60 Day Trial - Various

Documents:

- ORDER-60 DAY TRIAL-VARIOUS.PDF

**6. REPORTS (SUB/COMMITTEE, IF ANY)**

6.1. Wire Insp. - National Grid - Request Installation Of 50 Feet Of Underground Electric Conduit At Bridge And French Streets.

Documents:

[2020 MARCH 24 NATL GRID BRIDGE FRENCH ST ANTENNA.PDF](#)

- 6.2. Wire Insp. - National Grid - Request Permission To Install 10 Feet Of Underground Electric Conduit At Prescott And Merrimack Streets (Kearney Square).

Documents:

[2020 MARCH 24 KEARNEY SQ ANTENNA.PDF](#)

**7. PETITIONS**

- 7.1. Claim - (1) Property Damage

- 7.2. Misc. - Rene/Maria Carrasquillo Request Updating Crosswalk At Intersection Of Keene And Gorham Streets.

Documents:

[2020 MARCH 24 RENE AND MARIA CARRASQUILLO REQ UPDATE OF CROSSWALK AT CORNER OF KEENE AND GORHAM STREETS.PDF](#)

- 7.3. Misc. - Sideth Kuch (For The Benefit Of Sambo Mak And Pharindy Lao) Request Installation Of Handicap Parking Sign 682 Broadway Street.

Documents:

[2020 MARCH 24 KUCH HP 682 BROADWAY.PDF](#)

- 7.4. Misc. - Fengboa Xu (For The Benefit Of Jennifer Mallias) Request Installation Of Handicap Parking Sign At 740 Lawrence Street.

Documents:

[2020 MARCH 24 FENGBAO XU LANDLORD FOR JENNIFER MALLIA REQ HP SIGN AT 740 LAWRENCE ST.PDF](#)

**8. CITY COUNCIL - MOTIONS**

- 8.1. C. Nuon - Req. City Council Cease Meeting In Person For Meetings And Find An On-Line Or Telephonic Method To Convene Until The Caronavirus Threat Has Ended.

- 8.2. C. Nuon - Req. City Mgr. Appoint A Coordinator Of Services To Work With Non-Profits And Volunteer Organizations Who Are Assisting Residents With Needs Resulting From Current Health Crisis; Coordinator Would Direct Residents To Group Best Suited For Aid.

- 8.3. C. Samaras - Req. City Council Consider Going To A Summer Schedule For Remaining Spring Term.

- 8.4. C. Drinkwater - Req. City Council Adopt A Resolution In Support Of HD.4935, "An Act Providing For A Moratorium On Evictions And Foreclosures During The COVID-19 Emergency".

- 8.5. C. Drinkwater - Req. City Mgr. Update The Uniform Catastrophic Sick Bank Policy To Make Employees Eligible For Up To 30 Days Of Leave Due To COVID-19 Infection, Quarantine Or Isolation As Directed By A Physician Or Authorized Public Health Authority.

**9. ANNOUNCEMENTS**

**10. ADJOURNMENT**

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



# Lowell City Council

## *Public Safety SC Meeting Minutes*

Michael Q. Geary  
City Clerk

**Date:** March 10, 2020  
**Time:** 5:30 PM  
**Location:** City Council Chamber  
375 Merrimack Street, 2nd Floor, Lowell, MA

### **PRESENT:**

Present on Roll Call were Chairman Chau, C. Drinkwater and C. Rourke. Also present were C. Mercier, C. Conway, Supt. Richardson (LPD), M. Leahy, C. Elliott, Manager Donoghue, C. Samaras, Asst. City Solicitor Gary Gordon, Asst. City Solicitor Adam Lagasse and Lowell License Commission members (Martha Howe, John Descoteaux, Clifford Krieger, Terry McCarthy and Joseph Donahue).

### **MEETING CALLED TO ORDER:**

Chairman Chau called the meeting to order at 5:30PM in the Council Chamber and introduced Supt. Richardson.

### **ORDER OF BUSINESS:**

Supt. Richardson commented on the history of patrolling downtown and the incidents that may occur during certain times at night in that area. C. Elliott commented on motions that were filed and that issues have not been handled as best as they could have been and that aggressive action is needed as there is a concern for entire downtown. C. Elliott commented on the report provided to the Council and noted incidents were increasing. Supt. Richardson noted the report and commented on certain areas in the downtown and that establishments that do not comply with regulations should be reprimanded to the upmost and that a blanket solution would be less effective. C. Mercier noted that there are many complaints regarding downtown and that action should be taken against owners who are not compliant and not against those who have never had any issues concerning public safety. C. Rourke noted discussions are important to ensure establishments understand the consequences of bad management and that discipline against non-compliant owners would rectify many issues. Mr. Descoteaux outlined the policies and procedures of the License Commission and noted that many times their discipline is over turned at the appellate level. C. Chau questioned number of licenses in the City and what types of establishments have those licenses. C. Chau commented on last call



procedures of establishments and how they are regulated. C. Samaras commented on prior request for information concerning downtown law enforcement and noted that the establishments must work with the police department to ensure a safe environment in the downtown. C. Drinkwater noted the primary focus is public safety for all and that the focus should be on owners who do not follow regulations and that a blanket solution would not be beneficial nor effective. C. Chau commented on bar/restaurant distinction and that more information about the establishments may be necessary. C. Rourke questioned appeal process before the ABCC. Atty. Lagasse outlined that procedure and how decisions are rendered. C. Rourke commented on LPD involvement in different establishments. Supt. Richardson noted the programs being put forward including assistance with identification methods. Manager Donoghue noted that City Council only has authority to recommend and do not have authority to establish or change regulations which sit with the License Commission. Atty. Gordon outlined statute which regulates the industry. C. Nuon commented on the importance of public safety for residents, visitors and City employees. C. Mercier commented on the establishment who have most violations. Mr. Descoteaux noted that there is an ability to roll back hours without appeal. C. Chau opened meeting up to public with the following addressing the body: Richard Healy; Tom Fianelli; Jack Moynihan; and Carolyn Helpen. C. Elliott noted disagreement with suggested approach and that a broad remedy is needed to ensure safety downtown. Ryan Wynn (Ex. Sec. License Commission) provided information requested by C. Elliott regarding number of violations issued by the board. C. Elliott requested information regarding violations over the past three years. **Motion** by C. Drinkwater, seconded by C. Rourke to request City Manager have Law Department provide a report regarding jurisdiction as it concerns changing regulations of closing times of downtown establishments. Adopted per Roll Call vote, 3 yeas. So voted.

**ADJOURNMENT:**

**Motion** to adjourn by C. Drinkwater, seconded by C. Rourke. So Voted.

Meeting adjourned at 5:29 PM

Michael Q. Geary, City Clerk



# Lowell City Council

## *Regular Meeting Minutes*

Michael Q. Geary  
City Clerk

**Date:** March 10, 2020

**Time:** 6:30 PM

**Location:** City Council Chamber, 375 Merrimack Street, 2nd Floor, Lowell, MA

### 1. ROLL CALL

Roll Call showed 9 present.

M. Leahy presiding.

C. Conway requested moment of silence in darkened chamber for Fr. Peter Rizos. C. Elliott requested moment of silence in darkened chamber for former City Auditor James Kennedy. C. Mercier commented on the life of Mr. Kennedy. M. Leahy requested moment of silence in darkened chamber for Paula Abraham.

### 2. MAYOR'S BUSINESS

#### 2.1. Presentation - Mass Climate Action Network Award.

In City Council, M. Leahy acknowledged the award. M. Leahy identified the winners of this year's WinterFest Soup Bowl of the various categories. Henri Marchand (Special Events) commented on the success of the event. Manager Donoghue acknowledged all who made event a success.

### 3. CITY CLERK

#### 3.1. Minutes of Zoning SC March 3rd; Economic Downtown Development SC March 3rd; City Council Meeting March 3rd, for acceptance.

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

### 4. UTILITY PUBLIC HEARING

#### 4.1. National Grid - Request installation of 50 feet of underground electric conduit at Bridge and French Streets.



In City Council, Given 2<sup>nd</sup> Reading. Hearing held. Speaking in favor Michele Stacey (National Grid). No Remonstrants. **Motion** to refer to Wire Inspector for report and recommendation by C. Mercier, seconded by C. Rourke. So voted.

#### **4.2. National Grid - Request permission to install 10 feet of underground electric conduit at Prescott and Merrimack Streets (Kearney Square).**

In City Council, Given 2<sup>nd</sup> Reading. Hearing held. Speaking in favor Michele Stacey (National Grid). No Remonstrants. **Motion** to refer to Wire Inspector for report and recommendation by C. Chau, seconded by C. Conway. So voted.

### **5. COMMUNICATIONS FROM CITY MANAGER**

#### **5.1. Motion Responses.**

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

**A) Motion Response - TIF Financing Agreements** – C. Drinkwater noted the report and commented on time frame for hiring promises. Manager Donoghue noted that companies must meet the job creation requirements in order to have benefits under the agreements. Christine McCall (DPD) noted their contact with companies under the agreements. C. Drinkwater noted the Markley Group statistics for job creation. Ms. McCall outlined the specifics of that agreement and the reason they were different from the others but she indicated they would fulfill their commitments. C. Nuon indicated that many factors are involved in TIF agreements and Ms. McCall outlined those factors. C. Nuon noted the growth potential for the Markley Group. C. Mercier commented on the many agreements in the City. C. Conway noted the report provided good information. C. Chau questioned process of taxing companies who have such agreements. Ms. McCall and Sue LeMay (City Assessor) commented on those properties are taxed. C. Rourke commented on the strength of the Markley Group. Manager Donoghue commented on the reputation of the Markley Group and the development of the TIF agreement. C. Elliott noted these agreements are the best economic development resource of the City. C. Drinkwater noted the need to stay on schedule with these agreements.

**B) Motion Response - Patriot Care Annual Report** – C. Mercier commented on the information contained in the report. Eric Slagle (Inspectional Services) commented on satellite parking of the company. **Motion** by C. Elliott, seconded by C. Nuon to refer matter to the Cannabis Control SC. So voted.



**C) Motion Response - Rental and Minimum Maintenance Inspections – Motion** by C. Elliott, seconded by C. Nuon to refer matter to the Zoning SC. So voted. C. Elliott noted information should be discussed in the subcommittee along with technological advances. Manager Donoghue noted the increase in technology within the department.

**D) Motion Response - Prohibit Use of NDAs –** C. Elliott noted that such agreements are not a part of City settlements.

**E) Motion Response - Mayoral Election Update –** C. Rourke noted that election litigation should have nothing to do with City selection of the Mayor and that the Consent Decree should not be a factor in that selection. C. Elliott commented on the hard work and costs done to resolve the lawsuit and that the playing field is level and the selection of the Mayor has nothing to do with the lawsuit. C. Mercier noted that there is no more majority rule in governing and not right to be hindered by Consent Decree. C. Samaras noted they are part of the Consent Decree and that all parties need to participate with choosing a selection method for Mayor. C. Nuon noted Consent Decree speaks to the selection so it should be followed. C. Drinkwater noted that two issues are in play that being selection of Mayor and who is eligible to run for position and questioned the concerns of the plaintiffs of the litigation. Solicitor O'Connor commented on the concern for more information regarding different selection systems. C. Drinkwater noted all interested people should be involved in the discussion. C. Conway commented on the confusion surrounding the lawsuit and the Consent Decree and that will not diminish in the selection of the Mayor. C. Elliott questioned what exactly plaintiffs were looking for and what the remedy is. Solicitor O'Connor remarked on the Consent Decree and the parties' involvement which included discussion regarding selection of Mayor and that there would be no issues if that selection was in line with Consent Decree. C. Chau noted though matter was settled the Consent Decree was still governing. Solicitor O'Connor noted that the Consent Decree moves forward all the time. C. Mercier made comment on consent decrees in the City. C. Rourke noted that Worcester representative should come to City to outline their process. Manager Donoghue noted that keep plaintiffs informed as there are some unknown obligations in the Consent Decree. C. Elliott commented on role of Election Commission on the matter. Solicitor O'Connor outlined working group which did not include the Election Commission.

## **5.2. Petition Responses**

**F) Petition Response - 15 Min Parking at 77 Mammoth Rd. –** C. Mercier questioned status of parking spaces in front of Cotes Market.



### **5.3. Communication-Appoint Weston Standish to Conservation Commission.**

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

### **5.4. Communication-Reappoint Wm. Lovely Jr. and Kevin Dillon to Conservation Commission.**

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

### **5.5. Communication-Reappoint members to the Sustainability Council.**

In City Council, read, **Motion** to adopt by C. Nuon, seconded by C. Rourke. Adopted per Roll Call vote 9 yeas. So voted. The following were reappointed to the Sustainability Council: Jay Mason; Jonathan Geer, Cormac Hondros-McCarthy; Mikaela Hondros-McCarthy; and Sabrina Pederson.

## **6. REPORTS (SUB/COMMITTEE, IF ANY)**

### **6.1. Subcommittee Reports.**

#### **1) Public Safety SC March 10, 2020.**

In City Council, C. Chau provided report noting the attendance, including the members of the License Commission, and a discussion of turning back hours of operation in downtown establishments. C. Chau commented on the procedures of the License Commission and noted that the subcommittee adopted a motion to refer question of jurisdiction for an opinion from the Law Department. **Motion** to accept the report as a report of progress and adopt motions by C. Chau, seconded by C. Drinkwater. So voted.

## **7. PETITIONS**

### **7.1. Claims - (2) Property Damage.**

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

### **7.2. Misc. - R. Jeff Young (Music Workshop) request permission to install overhanging sign at 181 Market Street.**

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



## **8. CITY COUNCIL - MOTIONS**

**8.1. C. Mercier - Req. City Mgr. have the proper department address the speeding on East Merrimack Street from 3 PM to 6:30 PM and set up a patrol to alert drivers of the dangers.**

In City Council, seconded by C. Nuon, referred to City Manager. So voted. C. Mercier requested that Stackpole Street be added to the motion as traffic is avoiding other areas to speed through these locations. C. Samaras noted that same situation is being done on Aiken Avenue. C. Conway noted the danger of speeding on side streets that are narrow and full of children.

**8.2. C. Mercier - Req. City Mgr. put Christian Avenue on the repaving list.**

In City Council, seconded by C. Drinkwater, referred to City Manager. So voted. C. Mercier commented on lists that are developed and that this street should be added.

**8.3. C. Mercier - Req. City Mgr. investigate feasibility of constructing parking garage in place of fill under rehabilitated Lord Overpass.**

In City Council, seconded by C. Elliott, referred to City Manager. So voted. C. Mercier noted that it was a thinking outside of box motion as a means to collect revenue and address parking issues in the City. C. Elliott noted the need to have directions to new Judicial Center.

**8.4. C. Nuon - Req. City Mgr. instruct Transportation Engineer provide a report on feasibility of establishing "No Parking" zones at certain intersections along Middlesex Street.**

In City Council, seconded by C. Mercier, referred to City Manager. So voted. C. Nuon noted motion was self-explanatory.

**8.5. C. Nuon - Req. City Mgr. investigate working with Middlesex Community College regarding construction of new parking garage on the Davidson Street parking lot in order to free up parking at other City facilities.**

In City Council, seconded by C. Mercier, referred to City Manager. So voted. C. Nuon commented on the need to alleviate parking pressures in the City and that a partnership approach would serve best. C. Conway noted that events are in need of parking.



**8.6. C. Nuon - Req. City Mgr. provide City Council with a City-wide yard waste pick-up schedule for the summer months.**

In City Council, seconded by C. Elliott, referred to City Manager. So voted. C. Nuon noted the need to give citizens the information before season begins.

**8.7. C. Nuon - Req. City Mgr. provide City Council with an update from the State regarding rehabilitation of the Rourke Bridge.**

In City Council, seconded by C. Rourke, referred to City Manager. So voted. C. Nuon noted that it is time to end the temporary bridge and keep pushing to move process along and further noted that the existing bridge needs to be maintained. C. Elliott commented on upcoming MassDOT presentation regarding same.

**8.8. C. Nuon - Req. City Mgr. provide City Council with a City-wide Spring cleaning schedule.**

In City Council, seconded by C. Mercier, referred to City Manager. So voted. C. Nuon noted the need for the schedule.

**8.9. C. Elliott - Req. City Mgr. have DPD report on the status of expending FY20 earmark from the State to support small business development and second earmark for exterior improvements to small businesses.**

In City Council, seconded by C. Rourke, referred to City Manager. So voted. **Motion** by C. Elliott seconded by C. Rourke to refer report to Economic Downtown Development SC. So voted.

**8.10. C. Elliott - Req. City Mgr. request new owners of locks and canals clean the floating debris at all gates on the canals throughout the City.**

In City Council, seconded by C. Drinkwater, referred to City Manager. So voted. C. Elliott noted need for continued cleaning efforts with new owners.

**Motion** by C. Rourke, seconded by C. Nuon to suspend rules to discuss March 17<sup>th</sup> City Council Meeting. So voted. **Motion** by C. Rourke, seconded by C. Samaras to cancel City Council Meeting of March 17, 2020. Adopted per Roll Call vote 9 yeas. So voted.

**9. ANNOUNCEMENTS**

In City Council, none.



## 10. ADJOURNMENT

In City Council, **Motion** to Adjourn C. Rourke, seconded by C. Mercier. So voted.

Meeting adjourned at 8:17 PM.

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Michael Q. Geary, City Clerk

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

To Cancel Council Meeting of April 21, 2020.

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Pursuant to Rule 5 – Regular Meetings of the Rules of the City Council – Plan E Charter Organization of the City of Lowell the City Council has the authority to cancel meetings; and

It is proposed to cancel Council meeting dated April 21, 2020 upon a majority vote of the City Council.

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

That pursuant to Rule #5 of the Rules of the City Council – Plan E Charter of Organization, the City Council meeting dated April 21, 2020 is hereby canceled.

V:cancelccmtg4.21.20



Eileen M. Donoghue  
City Manager

Kara Keefe Mullin  
Assistant City Manager

## MEMORANDUM

**TO:** Mayor Leahy and Members of the City Council

**FROM:** Eileen Donoghue, City Manager *EMD*

**DATE:** March 24, 2020

**SUBJECT:** Coronavirus Response Efforts (**Motion by C. Conway on 2/24/2020** - Req. City Mgr. To Meet With Public Health Department And Contact The CDC (Center For Disease Control) And Provide A Report To The City Council Outlining The Steps We Are Taking To Ensure Our Community Is Safe From The Coronavirus.)

In January, as reported cases of COVID-19 began to climb around the globe, the Lowell Health Department began engaging in extensive efforts to ensure the City of Lowell's preparedness in the event of a COVID-19 outbreak locally. These preparedness efforts have taken place in coordination with local health partners, including Lowell General Hospital, Trinity EMS and the Lowell Community Health Center. Other key City departments, including Police, Fire, Emergency Management, Law and the City Manager's Office have been actively engaged in the preparedness and response efforts. A meeting of each of these departments is convened every morning to discuss developments and determine actions that should be implemented by the City. The national and local situation concerning coronavirus evolves rapidly and as a result, the actions being taken by the City do as well.

### **Coordination with Massachusetts Department of Public Health (DPH) and Centers for Disease Control and Prevention (CDC)**

The Health Department has participated in conference calls with DPH since the global onset of coronavirus. These calls have increased in frequency since January. In recent weeks, the Health Department's contact with DPH has been daily. The Health Department has also regularly participated in calls with the CDC to remain apprised of developments and best practices for municipalities related to coronavirus. The City of Lowell's preparedness and response efforts are fully compliant with guidelines and recommendations that have been put forth by state and federal authorities. In addition to remaining in direct contact with these agencies, the City closely monitors any orders issued by the Governor and the President to determine their implications in Lowell.

### **Handling of confirmed COVID-19 cases in Lowell**

On Sunday, March 15, the City of Lowell was notified by DPH that two Lowell residents tested positive for Coronavirus (COVID-19), marking the first presumptive positive cases (now referred to as simply 'positive') in the City. In both cases, health professionals from the City of Lowell acted swiftly in accordance with state law

to conduct investigations. Specifically, our public health nurses began case investigations and contact tracing procedures. This means that our public health nurses make contact with each case to review isolation requirements and other health precautions that need to be taken, as well as begin to identify individuals that may have been in close contact with the case. Each of the contacts is then contacted by a public health nurse to review quarantine requirements and other health precautions that need to be taken. The health department will continue to take these steps as new cases of coronavirus arise.

### **Activation of Emergency Operation Center (EOC)**

On Tuesday, March 17, 2020, the City of Lowell activated its Emergency Operation Center (EOC). The EOC will serve to assist Lowell residents in situations related to coronavirus and to provide immediate responses to inquiries related to the situation. The center will provide Lowell residents with pertinent local information, resources, and updates regarding the status of coronavirus. The EOC will be operational **8:30 AM to 4:30 PM, Monday through Friday** until further notice. **The EOC can be reached by phone at 978-674-4052.**

### **Measures Implemented by the City of Lowell**

The City is observing and enforcing all guidelines recommended by state officials aimed at reducing the spread of the virus and keeping the number of impacted individuals within the capacity of the state's healthcare system. This includes the closure of all schools for three weeks, prohibiting gatherings exceeding 25 individuals and prohibiting dine-in service at restaurants. As of Monday, March 16, 2020 all city buildings have closed to the public until further notice. At this time, City of Lowell employees are continuing to report to work and all departments remain open. Residents and individuals needing to conduct business with the City are being assisted remotely by phone, e-mail and by mail. This measure is intended to help reduce the risk of spreading the virus locally and avoid widespread disruptions to City services. Additionally, new protocols have been implemented by police and fire to ensure the safety of our first responders during this public health crisis.

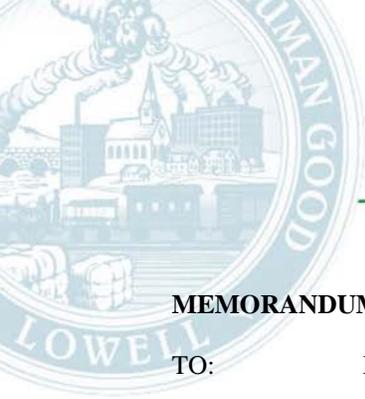
### **Public Information**

The City of Lowell is committed to providing timely and up-to-date information to residents regarding the status of COVID-19 locally and precautionary measures being implemented by the City. The City created a webpage, [lowellma.gov/coronavirus](http://lowellma.gov/coronavirus), which is updated daily. Updates are regularly posted through the City's social media channels. The City has also disseminated pertinent messages through its CodeRED system, which residents are encouraged to sign up for.

### **Additional Steps**

The City of Lowell is also working with Lowell General Hospital to monitor the need for mass testing. In the event that mass testing is needed, Lowell General Hospital has set up a mobile tent outside of the Saints Campus.

The City has received \$100,000 in emergency funding from the Commonwealth to aid in the response efforts of the Health Department. Additionally, all City employees are tracking compensated hours dedicated to responding to coronavirus in the event that there are opportunities for federal or state reimbursements in the future.



**MEMORANDUM**

**Diane Nichols Tradd**  
*Assistant City Manager/DPD Director*

TO: Eileen M. Donoghue, City Manager *EMD*  
FROM: Diane N. Tradd, Assistant City Manager/DPD Director  
DATE: March 24, 2020

*Craig Thomas*  
*Deputy Director*

SUBJECT: **COUNCIL MOTION OF 1/28/20 BY COUNCILOR CHAU**  
REQUEST CITY MANAGER PROVIDE AN UPDATE REGARDING THE STATUS OF SIGNAGE  
FOR THE AREA DESIGNATED AS CAMBODIAN TOWN  
**COUNCIL MOTION OF 2/25/20 BY COUNCILOR ELLIOTT**  
REQUEST CITY MANAGER PROVIDE UPDATED REPORT REGARDING PRIOR MOTION TO  
REMOVE ABANDONED SIGN STRUCTURES ON CITY PROPERTY ON MIDDLESEX STREET

Per Councilor Chau's recommendation Planning Staff researched the possibility of installing a prominent gateway sign at the entrance of Cambodia Town via Middlesex Street. Per the Councilor's suggestion planning staff used the Chinatown Gate in Boston and the Dragon Gate in San Francisco's Chinatown as examples for this research. The idea of building a large entry gate to the neighborhood would create a very dramatic entrance to the area and would likely result in increased interest and visitation to Cambodia Town. Assuming the base at each end of the gate would be entirely in the right-of-way, the City would likely need to expand the size of the sidewalk on both sides to create an accessible sidewalk. Additionally, the gate would need to stand at least 13ft tall if located along Middlesex, Branch or School Streets, as all of these streets do not have any commercial vehicle restrictions and trucks would need to be able to travel under the gate. These grand entry gates are very expensive, the Chinatown gate in Boston was a gift to the City from China, and is estimated to have cost around \$500,000 in the 1970's. The City of Boston spent many years raising funds to cover costs associated with installation of the gate. Planning staff is also researching alternatives to a large arch, including additions to light poles that may create the illusion of an overhead entry way into the neighborhood.

Based on discussion during the City Council meeting, the Planning and Public Works staff investigated two existing pylon signs along the entryway of the neighborhood. Originally the intention was to have one of these signs hold a new Cambodia Town sign. After an assessment of the existing poles, they will both be removed due to their deteriorated condition. The signage planned for this location was designed through an extensive community process, and if there is still an interest in seeing a large pylon sign go up in the future, DPD has the designs ready for fabrication when funding becomes available.

There are several things City staff can do in the short term for very little funding:

1. Reprint large banners, order new brackets and hardware as needed and hang signs on City owned poles throughout the neighborhood. The City could also execute a new agreement with National Grid regarding the use of their poles to hang signs as we did in 2014. Costs for hardware, and new banners are roughly \$5,000 based on printing similar banner prints commissioned by the Special Events office.
2. Repaint the Middlesex Bridge rails in the bright poppy color to match the banners.
3. Assess the condition of the existing benches and trash receptacles in the neighborhood and replace site furniture as needed.
4. Revisit the existing boundary for the Cambodia Town area and discuss the possibility of expanding/changing the existing boundaries.
5. Convene a meeting with stakeholders including the Cambodia Town Committee, business and property owners, and neighborhood residents to discuss ways to reinvigorate the Cambodia Town neighborhood and plan ahead for future projects.

There were many ideas for projects when the Cambodia Town idea was initially discussed, DPD staff can work with community residents to identify priorities for the area in the future, determine costs and fundraising goals to achieve the desired outcomes.

DNT/ns

cc: Yovani Baez-Rose, Design Planner



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

TO: Eileen Donoghue, City Manager *EMD*  
FROM: Henri Marchand, Director  
DATE: March 11, 2020  
RE: C. Chau: Req. City Mgr. Provide A Report Regarding The Feasibility Of Holding A South East Asian New Year Event At The JFK Plaza In April

As a follow up to this motion I have met with Councilor Chau to review the intended scope of his motion and to offer suggestions for exploring and organizing such an event. While this April would not allow time to organize such an event we determined that a Saturday afternoon event in April of 2021 would be a reasonable target.

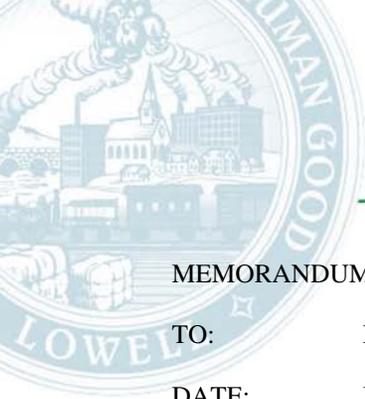
The goal is to bring together multiple Asian community groups that may not currently be involved in other events to create a “Pan-Asian” New Year festival that includes Indonesian, Thai, Myanmar, Nepalese and Lao communities. Working together, these groups could create a new and exciting festival showcasing their unique traditions and foods that adds to our rich list of cultural festivals.

Council Chau will reach out to the various communities to gauge their interest and secure their support for a joint organizing effort.

Cultural Affairs and Special Events welcomes the opportunity to advise the group once established and to identify and coordinate any needed city services as we do with other ethnic festivals and will work to minimize costs. JFK Plaza would make for a nice, central venue for this event with multiple options for vendor booths, music and performances.

We look forward to working with Councilor Chau to bring this idea to fruition.

Please let me know if you would like further information at this time.



MEMORANDUM

TO: Eileen M. Donoghue, City Manager *EMD*

DATE: March 24, 2020

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

SUBJECT: MOTION OF 2/25/2020 BY COUNCILOR ELLIOTT  
REQUEST CITY MANAGER REPORT ON THE STATUS OF THE VACANT/ABANDONED  
HADLEY HOUSE ON BROADWAY STREET AS WELL AS THE FRANCIS GATEHOUSE

Diane Nichols Tradd  
Assistant City Manager/DPD Director

Craig Thomas  
Deputy Director

The Department of Planning and Development (DPD) has been closely monitoring the progress of the vacant historic house on 719 Broadway Street known as the “Judge Hadley House” along with the Francis Gatehouse and related facilities at Guard Locks adjacent to 713 Broadway Street. The Hadley House is one of the best-preserved examples of Federal style architecture in Lowell, the only remaining intact (interior and exterior) example of a home of its period in Lowell, and the former home of a family of prominent citizens. It was moved from its original site on 1708 Middlesex Street to its current site in 1990 in an attempt to preserve the house when its owners no longer wished to maintain it.

The site was chosen because the land was owned by the Commonwealth of Massachusetts Department of Conservation and Recreation (MA DCR) and was within the Lowell Historic Preservation District, which opened the possibility of Lowell Historic Preservation Commission funding and City of Lowell Housing Rehabilitation funding for seasonal Lowell National Historical Park (NPS) and State Heritage Park rangers. The Jaycee Place Housing Corporation took ownership of the house to open the possibility of additional grants. Preliminary stabilization was done at that time. However, a reduction in seasonal rangers in 1991 eliminated the need for ranger housing. Several attempts to transfer ownership of the land and the house for reuse were unsuccessfully undertaken in the subsequent decades. The house suffered multiple fires during that time, but Building Commissioner Shaun Shanahan undertook a visual inspection in 2016 and determined that, upon that visual inspection, it appeared to be structurally sound.

In October 2019, Revitalization Effort towards New Urbanism (RENU), an affiliate nonprofit of the Lowell Housing Authority, purchased the Hadley House from Jaycee Place Housing Corporation. RENU has plans to restore the building and create four to five units of affordable veteran housing with an onsite service component. The building would be comprised of one-bedroom dwelling units. RENU’s land attorney is working with MA DCR to explore possible land swaps between RENU (LHA) and MA DCR. RENU plans to commence restoration following a successful transfer of land.

The Francis Gatehouse and related facilities are on property which abuts the Hadley House site. These facilities relate to the historical operation of the Pawtucket Canal, are owned by MA DCR, and maintained by MA DCR and NPS. NPS repaints and makes minor repairs on the facilities approximately every four years. NPS repainted and repaired siding on the Francis Great Gate and Francis Gate Locking House in 2018/2019. In addition, NPS and DCR have the following plans:

- Rehabilitate Great Gate Structural Supports - Timber support structures have been destroyed or heavily damaged by a carpenter ant infestation (DCR completed a condition assessment and alternatives at NPS's request; NPS is currently working on design docs. It has not been determined who will fund the repair).
- Rehabilitate Lock Gates and Wickets - The lock chamber gates and wickets require work to continue to operate NPS boat tours (NPS design planned for FY21; Construction FY22).
- Repair and Replace Cedar Francis Great Gate Roof (NPS Planned for FY22).
- Rehabilitate Francis Gate Hydraulic Gatehouse North Elevation - Deteriorated wood clapboards, dam walkway boards and handrail, and granite steps and handrail require replacement or repair (NPS planned FY23).
- Rehabilitate Francis Gate Grounds Fencing (NPS planned FY25).

Finally, as part of FERC relicensing, Boott Hydro is currently studying soil conditions surrounding the Francis Gate complex to determine stability under flood conditions.

DNT/ns

cc: Craig Thomas, Deputy Director  
Chris Hayes, Neighborhood Planner  
Stephen Stowell, Historic Board Administrator



Raymond Kelly Richardson  
Superintendent

Barry Golner  
Deputy Superintendent

Daniel R. Larocque  
Deputy Superintendent

*file*  
*3/12/2020*

To: Eileen Donoghue  
City Manager

From: Raymond Kelly Richardson  
Superintendent of Police

Date: March 12, 2020

Re: City Council Motion Response

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**12.6. C. Elliott – Req. City Have Superintendent of Police Hold Community Outreach Sessions Pertaining to Level 3 Sex Offenders In South Lowell As Well As All Other Neighborhood Groups**

The Lowell Police Department currently has sector Captains or their designee attend all neighborhood meetings. Information related to all neighborhood concerns are addressed at these meetings including any potential level 3 sex offender. Additionally, the Lowell Police Department hands out fliers in neighborhoods when a new offender moves in. The Lowell Police Department has a detective assigned to this task full time and constantly monitors any issues related to sex offenders. The Sector Captains can provide information regarding the on-line sex offender registry and how to navigate the site. Any requests for information and advice can always be brought to the attention of Detective David Geoffroy at 978-674-1858.



**Diane Nichols Tradd**  
*Assistant City Manager/DPD Director*

*Craig Thomas*  
*Deputy Director*

MEMORANDUM

TO: Eileen M. Donoghue, City Manager *EMD*

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

DATE: March 24, 2020

SUBJECT: PETITION OF 01/28/20 BY MARK MELLO REGARDING PARKING ISSUES ON WAITE AND CHELMSFORD STREETS

The Transportation team conducted a field visit to the above mentioned location, as well as a review of the current traffic ordinances to determine any parking issues and possible solutions. Mr. Mello resides in 491 Chelmsford Street, also known as 20 Waite Street, an eight (8) unit Townhouse Condominium structure. The resident cited issues with residents from other buildings using their frontage to park. He requested an exemption to the Reserved Dwelling ordinance to allow more than one dwelling spot in front of the building, preferably one (1) spot for each of the eight (8) condominiums.

The Reserved Dwelling ordinance states “signs shall reserve an on-street parallel parking space of standard width centered on the location of the sign and running 20 feet zero inches along the curb line or edge of the roadway.” The frontage of 20 Waite Street is approximately 140 feet. Additionally, there is a handicap space in front of the building. In order to include eight (8) spaces, 160’ for frontage is required. Therefore, it is not possible for there to be eight (8) dwelling spots in front of this property.

The Parking Director did not recommend the allowance for the exemption to the Reserved Dwelling ordinance, citing that each unit has a garage in the back of the unit, as well as at least one parking space on the surface level lot behind the property. See the attached GIS property map. The Parking Director added that a Reserved Dwelling cannot be issued to each individual unit in instances like this just as multiple signs would not be issued to a vertical dwelling (multistory) with eight units. Per Reserved Dwelling ordinance “No more than one parking space may be reserved for any individual parcel under the provisions of this section regardless of the number of buildings or dwelling units on the parcel or the number of streets or ways that the parcel has frontage on.”

The Townhouse Condominiums at 20 Waite Street were built in 1986 according to the City’s GIS System. Development Services was not able to find information on parking restrictions from the Planning Board upon construction approval. The petition also requested a “No Parking from Here to Corner” sign on Chelmsford Street right before the Waite Street and Chelmsford Street intersection. The Transportation staff agreed that a “No Parking from Here to Corner” sign should be placed on Chelmsford Street, and requested the sign be placed promptly.

AH/ah

Attachment

cc: Alan Heredia, Assistant Transportation Planner  
Natasha Vance, Transportation Engineer  
John Cooper, Sign Division  
Terry Ryan, Parking Director



# City of Lowell Massachusetts 20 Waite St Map

- Parcels
- Border Town Parcels



**DISCLAIMER**  
Any map printed from this system is considered unofficial unless it has been stamped/logged/certified by the Office of the City Assessor. The City of Lowell makes no warranty of Representation as to the accuracy, timeliness or Completeness of any of the data. The City of Lowell Shall have no liability for the data or lack thereof, or Any decision made or action taken or not taken in Reliance upon any of the data.  
1" = 35 ft      March 10, 2020



# City of Lowell Massachusetts 20 Waite St Map Aerial

-  Parcels
-  Border Town Parcels



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1" = 35 ft                      March 10, 2020



Diane Nichols Tradd  
*Assistant City Manager/DPD Director*

Craig Thomas  
*Deputy Director*

MEMORANDUM

TO: Eileen M. Donoghue, City Manager *EMD*

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

DATE: March 24, 2020

SUBJECT: PETITION OF 01/28/20 BY ANDRES RIVERA  
REQUEST HANDICAPPED SIGN AT 5 COMMON AVENUE

The Transportation staff conducted a field visit to the above mentioned location, as well as a review of the current traffic ordinances to determine if a handicapped parking sign could be installed at this location.

Current City of Lowell ordinances do not include a handicapped spot at this location. Common Avenue transverses a private parking lot for the residents of the Historic North Common Village. Common Avenue does not currently reside in the City's right of way and it is privately owned. See attached GIS property map.

Therefore, the City of Lowell is not allowed to add a handicap spot as this location. Common Avenue was discontinued in December of 1939, and it is currently part of the Lowell Housing property.

AH/ah

Attachment

cc: Natasha Vance, Transportation Engineer  
John Cooper, Sign Division  
Alan Heredia, Transportation Planner



# City of Lowell Massachusetts Common Ave

- Parcels
- Border Town Parcels



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1" = 138 ft

March 10, 2020

Eileen Donoghue  
City Manager

March 20, 2020

Mr, David Ellingson  
16 Middle Street  
Lowell, MA 01852

Re: Your resignation

Dear Mr. Ellingson:

This letter acknowledges receipt of your letter dated December 7, 2019 in which you resign from the Lowell Commission on Disability.

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

The City of Lowell appreciates your service on the Lowell Commission on Disability, and on its behalf I extend thanks.

Very truly yours,



Eileen M. Donoghue  
City Manager

boards

cc: City Clerk  
City Council  
City Auditor  
Lowell Commission on Disability  
Human Relation Manager

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to accept and expend an Urban Agenda grant to support economic development in collaboration with our partners at South Middlesex Opportunity Council (SMOC) to be administered by the Department of Planning and Development and the Office of the City Manager.

-----

The Urban Agenda grant program offers funding, on a competitive basis, to local partnerships in selected urban communities, to implement projects that are based on creative collaborative work models with the goal of advancing and achieving economic progress; and

The primary goals of the project will be to enhance community partnerships and increase workforce participation, while expanding opportunity in a way that drives diversity and inclusiveness; and

This Grant will make available to the City the sum of One Hundred Thousand (\$100,000.00) Dollars to provide funding for an Urban Agenda Program Grant to support economic development for a high needs population in conjunction with a community partner.

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

That the City Manager be and is hereby authorized to accept and expend funds from an Urban Agenda Grant in the amount of One Hundred Thousand (\$100,000.00) Dollars, to be administered by the Department of Planning and Development and the City Manager's Office to support economic development in collaboration with our partners at South Middlesex Opportunity Council (SMOC).

BE IT FURTHER VOTED:

That the City Manager, on behalf of the City of Lowell, be and hereby is, authorized to execute any and all documents necessary in connection with said Urban Agenda Grant.

V:grant/urbanagenda

Eileen M. Donoghue  
City Manager

Kara Keefe Mullin  
Assistant City Manager

March 24, 2020

Mayor John J. Leahy  
and  
Members of the City Council

REFERENCE: Accept and Expend Vote for \$100,000 for Urban Agenda Grant

Dear Mayor Leahy and Members of the City Council:

The City Administration and the Department of Planning and Development (DPD) are pleased to submit this Vote to accept and expend an Urban Agenda grant to support economic development in collaboration with our partners at South Middlesex Opportunity Council (SMOC). The Urban Agenda grant program offers funding, on a competitive basis, to local partnerships in selected urban communities, to implement projects that are based on creative collaborative work models with the goal advancing and achieving economic progress.

The City's Homeless Initiatives Director will be collaborating with SMOC and the Lowell Transitional Living Center (LTLC) to increase their capacity for job search, as well as working with LTLC on a small stipend program to provide a small group of shelter guests with job skills and opportunities towards meaningful longer term employment. The primary goals of the project will be to enhance community partnerships and increase workforce participation, while expanding opportunity in a way that drives diversity and inclusiveness. This partnership builds on the recommendations of the City Manager's Coordinating Council on Homelessness and Sustainable Housing, which is an outcome of the Task Force that was convened in 2019 to prevent, reduce and end chronic homelessness in Lowell.

Attached please find a Vote to accept and expend an Urban Agenda Program Grant to support economic development for a high needs population in conjunction with a community partner.

Sincerely,



Eileen M. Donoghue  
City Manager

EMD/ns  
Attachment

cc: Diane N. Tradd, Assistant City Manager/DPD Director  
Christine P. O'Connor, City Solicitor  
Craig Thomas, Deputy Director, DPD  
Mary Shannon Thomas, Director of Homelessness Initiatives

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to Execute the Project Funding Agreement by and between Massachusetts School Building Authority and the City of Lowell relative to the Accelerated Repair Program.

-----

The Project Funding Agreement (“PFA”) is a standard contract that the MSBA enters into with Districts; and

The PFA governs the relationship between the District and the MSBA during the accelerated repair program process from design through construction and completion of a project; and

The City Council must authorize the City Manager to execute said Agreement on behalf of the City of Lowell.

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

That the City Council of the City of Lowell hereby authorizes the City Manager to execute the Massachusetts School Building Authority Project Funding Agreement relative to the Project Management Services Accelerated Repair Program. Said Agreement shall be in the form or substantially the form attached hereto, as modified to reflect the specific terms of the City’s project.

BE IT FURTHER VOTED:

That the City Manager is hereby authorized to execute any and all other documents necessary to carry out the purpose of the Project Funding Agreement with the Massachusetts School Building Authority (MSBA) relative to the Accelerated Repair Program..



Eileen Donoghue  
City Manager

Kara Keefe Mullin  
Assistant City Manager

March 19, 2020

Mayor John Leahy  
and  
Members of the City Council

**Authorizing the City Manager to Execute the Project Funding Agreement by and between Massachusetts School Building Authority and the City of Lowell relative to the Accelerated Repair Program Projects at the Dr. Gertrude Bailey Elementary School, the James S. Daley Middle School, the Frederick T. Greenhalge Elementary School, the S. Christa McAuliffe Elementary School, Rogers Early Learning Center, and the James S. Sullivan Middle School.**

Dear Mayor Leahy and Members of the City Council:

Following authorization of financial support for the six Accelerated Repair Program projects noted above, as reflected in the loan order on this matter, the MSBA and the City must enter into a Project Funding Agreement (“PFA”), which binds the City to fund and complete the projects as they are designed. The attached PFA is the standard template of the contract that the MSBA enters into with recipients of MSBA grants. This document will govern the relationship between the City and the MSBA during the Accelerated Repair Program process through completion of the projects.

I recommend the City Council approve this authorization in order to move these projects forward as expeditiously as possible. Please let me know if you have any questions on this matter.

Sincerely,

Eileen Donoghue  
City Manager

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Approving certified project application for Athenian Corner Real Estate Holdings, LLC, and authorizing a Tax Increment Financing (TIF) agreement for Lowell Legacy Hotel, LLC.

-----

Athenian Corner Real Estate Holdings, LLC., has applied for designation as a Certified Project under the Massachusetts Economic Development Incentive Program created by Chapter 23A of Massachusetts General Laws; and

Athenian Corner Real Estate Holdings, LLC, meets the minimum standards of the Economic Development Incentive Program and the local economic development goals and criteria established as part of the documents creating the Lowell & Chelmsford Economic Target Area (ETA); and

The proposed project is located at 205 Market Street and 38 Shattuck Street, Lowell, Massachusetts; and

The project, as proposed, is consistent with and can reasonably be expected to benefit significantly from inclusion in the Lowell & Chelmsford Economic Target Area (ETA); and

The project as described in the proposal will have a reasonable chance of increasing employment opportunities for residents of the Lowell & Chelmsford Economic Target Area, thereby reducing blight, economic depression and reliance on public assistance; and

The project expects to create a minimum of Forty-five (45) new full-time jobs for residents of the Lowell & Chelmsford Economic Target Area over the next five (5) years; and

The City of Lowell has agreed to offer Athenian Corner Real Estate Holdings, LLC and Lowell Legacy Hotel LLC, a Tax Increment Financing Agreement, upon approval of the City Council. Said Agreement is incorporated by reference herein.

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

That the City Council of the City of Lowell approves the Athenian Corner Real Estate Holdings, LLC, a Tax Increment Financing Agreement and forwards said application for certification as a "TIF only Project" to the Massachusetts Economic Assistance Coordinating Council for its approval and endorsement.

BE IT FURTHER VOTED:

That the City Council of the City of Lowell authorizes the City Manager to enter into a Tax Increment Financing Agreement with Athenian Corner Real Estate Holdings, LLC, and Lowell Legacy Hotel LLC and authorizes its submission by the City Manager to the Massachusetts Economic Development Assistance Coordinating Council.

**TAX INCREMENT FINANCING AGREEMENT  
(Alternatively, the “Agreement”)  
BETWEEN**

**THE CITY OF LOWELL  
(Alternatively, the “City”)**

**LOWELL LEGACY HOTEL, LLC.  
(Alternatively, the “Company”)**

**AND**

**ATHENIAN CORNER REAL ESTATE HOLDINGS LLC.  
(Alternatively, the “Property Owner”)**

This **AGREEMENT** is made as of this \_\_\_ day of \_\_\_\_\_, 2020 by and between the City, the Company and the Property Owner.

**WHEREAS** the City is a Massachusetts municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at 375 Merrimack Street, Lowell, MA 01852; and

**WHEREAS** the Company is a limited liability company having its principal office at 205 Market Street, Lowell, MA 01852, and is authorized to do business in Massachusetts; and

**WHEREAS** the Property Owner is a limited liability company having its principal office at 205 Market Street, Lowell MA 01852, and is authorized to do business in Massachusetts; and

**WHEREAS** the Property Owner owns the two parcels of land at 205 Market Street and 38 Shattuck Street which is shown on Lowell’s City Assessors Map 159, Parcel 3905-0205 and Parcel 5295-0038 (hereinafter the “Property”) and which parcels are shown on the map attached to this Agreement; and

**WHEREAS** the project (the “Project”) will result in the construction of the Lowell Legacy Hotel, a 57-room “boutique” hotel to be located in Downtown Lowell; and the renovation and expansion of the existing “Athenian Corner Restaurant”; and

**WHEREAS** the project (the “Project”) will result in an estimated capital investment of approximately \$14 million; and

**WHEREAS** the Company plans to retain 3 full-time jobs and create 45 new, permanent full-time jobs at 205 Market Street and 38 Shattuck Street; and

**WHEREAS** the Property is located within the boundaries of the Lowell & Chelmsford Economic Target Area (ETA) (as that term is used in Massachusetts General Laws, Chapter 23A, Section 3D, and referred to as the “ETA”); and

**WHEREAS** the Company intends to apply for status as a Certified Project under the Massachusetts Economic Development Incentive Program (EDIP); and

**WHEREAS** the City strongly supports increased economic development to provide additional jobs, expand business within the City, and to develop a healthy economy and stronger tax base; and

**WHEREAS**, On \_\_\_\_\_, \_\_\_\_\_, 2020, Lowell City Council approved this TIF Agreement a copy of which approval is attached hereto as Exhibit "A".

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**THE CITY'S OBLIGATIONS**

1. A Tax Increment Financing ("TIF") exemption (the "Exemption") is hereby granted to the Company by the City in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59, and Chapter 59, Section 5 of the Massachusetts General Laws. The Exemption shall be for a period of ten (10) years (the "Exemption Term"), commencing in the fiscal year following the date that the Project is placed into service (i.e., pursuant to a certificate of occupancy; hereinafter referred to as the "Start Date"), and shall provide an exemption from taxation of the new incremental value of the Property resulting from the project as follows:

Year	Exemption Percentage
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%
Year 9	20%
Year 10	10%

2. The base valuation shall be the assessed value of the Property for the fiscal year prior to the fiscal year beginning July 1<sup>st</sup> in which the Property first becomes eligible under 760 CMR 22.05(4) for exemption pursuant to this Agreement.
3. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws and 760 CMR 22.05 (4)(b).
4. The Company won't be exempt from paying municipal personal property taxes, room occupancy taxes or other taxes and fees associated with the hotel and restaurant (the "Project") operations.

**THE COMPANY'S OBLIGATIONS**

The City grants the Exemption to the Company and the Property Owner in consideration of and commitment of the following:

1. The Company shall commence business operations at 205 Market Street and 38 Shattuck Street by March of 2022.
2. The Company shall operate "Lowell Legacy Hotel" at 205 Market Street and 38 Shattuck Street during the duration of this TIF Agreement.

3. The Company shall retain three (3) full-time jobs and create forty-five (45) new, permanent, full-time jobs as defined by 402 CMR 2.03 at 205 Market Street and 38 Shattuck Street over the first five (5) years after this agreement’s start date. The retained and new jobs shall be maintained in Lowell (at 205 Market Street and 38 Shattuck Street) until the termination of this TIF Agreement.
4. The Company, subject to applicable law and assuming equal qualifications, plans to use reasonable efforts to work with the University of Massachusetts Lowell, Middlesex Community College, MassHire (Lowell Career Center), CTI’s YouthBuild Culinary program and other agencies, as appropriate, to hire qualified Lowell residents for the 45 new jobs proposed under this Project.
5. The Company’s job retention and creation plans are outlined in the Employment, Job Creation & Workforce Analysis section of state’s Economic Development Incentive Program (EDIP) Application submitted to the State in connection with the Company’s request for a TIF exemption (the “Application”).
6. The Company shall submit annual reports on job retention and creation as well as new investments at the Property to the Massachusetts Economic Assistance Coordinating Council (“EACC”) through the state’s on-line portal for each year of the Application designation. The annual report shall include the number of permanent full-time jobs retained and created, and the value of Project capital investments with respect to the Property annually and on a cumulative basis.
7. If the Company does not meet its job creation and retention obligations as set forth in Paragraph 1 of this Section and the Application by the end of Year 5 and annually thereafter until the end of this TIF agreement, the City has the right to recapture the tax exemption benefits received by the Company retroactive from Year 1 of this TIF agreement pursuant to the following chart and the terms of Paragraph 7 of this Section:

	Job Creation+ Retention		
	Proposed	50% Threshold	Below 50% Threshold
# of Jobs to be created + retained by Yr. 5	≥48	24	<24
Allowed tax benefits recapture by Yr. 5	0	50%	100%

8. If the Company makes changes to its limited partnership by changing any of the following: entity’s structure; name; adding a new general partner; withdrawal of a general partner or any other changes to its business entity; it must file an amendment with the MA Corporation Division within thirty (30) days and notify both the Massachusetts Economic Assistance Coordinating Council (“EACC”) and the City.
9. If the City determines that a material variance has occurred between the Company’s conduct and its obligations specified in Paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 of this Section, the City may take action to notify the EACC and/or request decertification of the Project by the EACC. Prior to taking any action to request decertification of the Project by the EACC or recapture any tax exemption benefits received by the Company pursuant to Paragraph 6 of this Section, the City shall give written notice of the alleged default to the Company and provide it a reasonable opportunity to meet with the City officials to discuss a remedy for the alleged default. The Company shall have thirty (30) days from the receipt of such written notice to respond to the City regarding any alleged default and one-hundred and twenty (120)

days from the receipt of such written notice to remedy such alleged default. If the Company remedies any such alleged default within such time period, the City shall not take action to either decertify the Project or recapture any tax exemption benefits. If the Project is decertified, the City may discontinue the Tax Increment Financing Exemption benefits provided to the Company prospectively, commencing with the first fiscal year in which the Project is decertified.

9. If the Company plans to move from its principal location at 205 Market Street and 38 Shattuck Street, the City shall be given sixty (60) days advance written notice.
10. The Company shall make an effort to support to the Lowell community by engaging in community service and financial support to local non-for-profit organizations.
11. The Company shall make an effort to join and maintain a membership with the Middlesex 3 Coalition to help foster economic development and job growth along the Rt. 3 Corridor.
12. The Company shall make an effort to support the local business community by being open to utilizing qualified Lowell businesses whenever commercially reasonably possible.

#### **THE PROPERTY OWNER'S OBLIGATIONS**

1. The Property Owner shall obtain project approval for the project by the Lowell Planning Board no later than June, 30<sup>th</sup>, 2020.
2. The Property Owner shall start construction on the project by December 1<sup>st</sup>, 2020.
3. The Property Owner shall use commercially reasonable efforts to have the Project completed by December 30<sup>th</sup>, 2021.
4. The Property Owner shall make significant investment at 205 Market Street and 38 Shattuck Street, in an amount not less than \$14 Million in soft and hard costs by the end of 2021.
5. The Property Owner agrees, whenever commercially reasonably possible, to generate local economic development benefit to the City throughout the construction phase of the project by implementing local procurement of goods and services , and/ or by the anticipated employment of Lowell residents for skilled trade jobs performed at the Property.

#### **OTHER CONSIDERATIONS**

1. Pursuant to 760 C.M.R. 22.05(8) (d), this Agreement shall be binding upon the Company, their successors, assigns, the Property Owner and subsequent owners of the Property, and the City.
2. The matters described above as obligations of the Company and Property Owner are only conditions to the eligibility for tax exemptions under this Agreement, and do not create any enforceable obligations or covenants of the Company or Property Owner. The City's sole remedy for failure by the Company or Property Owner to satisfy any of its respective obligations and conditions is set forth in Paragraph 7 of the Company's Obligations section of this Agreement.

3. By execution of this Agreement, the Property Owner has assigned to and with regard to the future rights hereunder, assigns and passes on to Company, without the necessity of any notice, documentation and/or action real estate tax savings resulting from this Agreement to the Company.
4. This Agreement is subject to Massachusetts General Laws Chapter 23A, Section 3A-3F inclusive, Chapter 40, Section 59, and Chapter 59, Section 5, cl. 51, 760 CMR 22.00, and any other applicable statutes and regulations, all of which are incorporated herein in their entirety by reference.
5. Should any provision of the Agreement be declared or determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement.
6. The time within which the Company shall be required to perform any of the respective acts or obligations under this Agreement shall be extended to the extent that the performance of such acts or obligations shall be delayed by a Force Majeure Event and only for so long as said Force Majeure Event has continued. A Force Majeure Event means any supervening events or occurrences, such as acts of God, earthquakes, fire, acts of terrorism, war, labor disputes, delays or restrictions by government bodies, or other causes that are beyond the reasonable control of the Company.

**WITNESS** the execution and delivery of this Agreement by the City, the Company and the Property Owner as an instrument under seal as of the date first above written.

**AGREED TO:**

**Athenian Corner R.E. Holdings LLC.**

By: \_\_\_\_\_  
Stavros Panagiotopoulos  
Property Owner

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Lowell Legacy Hotel, LLC.**

By: \_\_\_\_\_  
Theodore Panagiotopoulos  
Manager

Date: \_\_\_\_\_

**City of Lowell**

By: \_\_\_\_\_  
Eileen M. Donoghue

City Manager

Date: \_\_\_\_\_

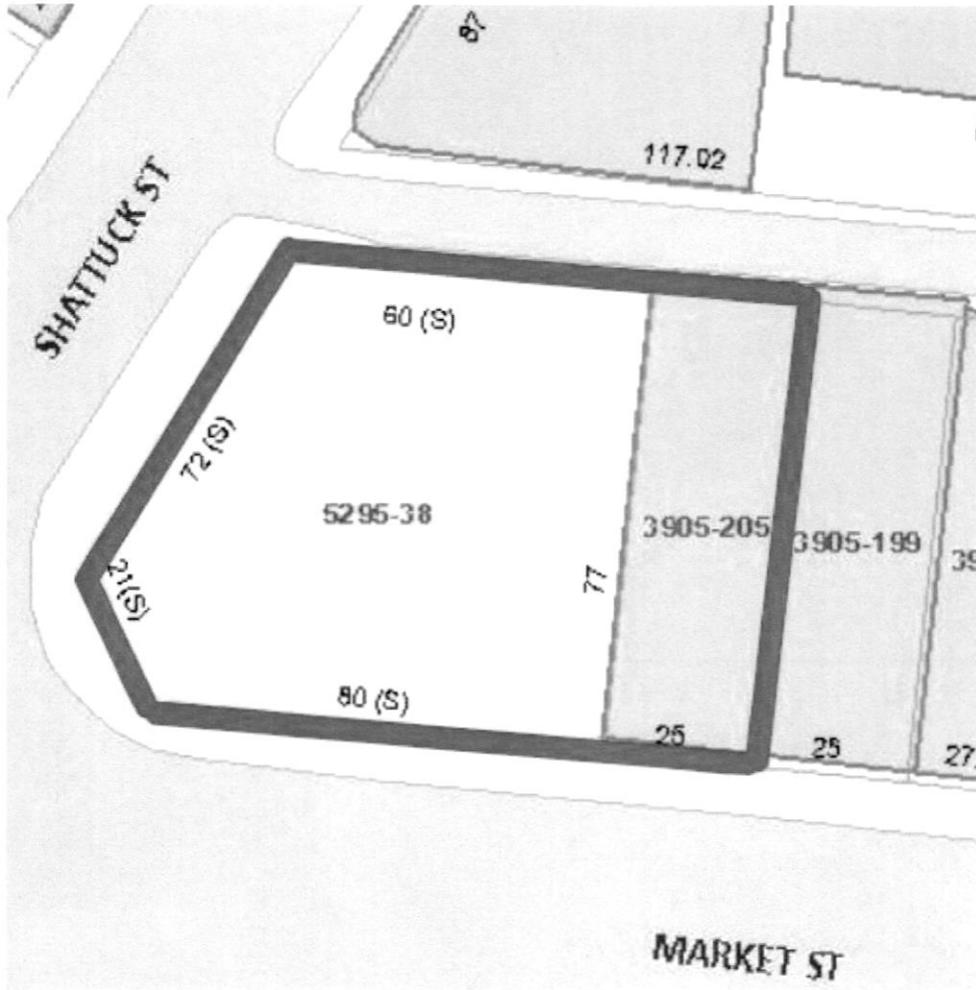
By: \_\_\_\_\_  
Susan LeMay  
City Assessor

Date: \_\_\_\_\_  
Approved as to Form:

By: \_\_\_\_\_  
Christine O'Connor  
City Solicitor

Date: \_\_\_\_\_

**ATTACHMENT  
Property Map**



**Exhibit A**

**EDIP- City of Lowell TIF Proposal: Lowell Legacy Hotel (205 Market Street & 38 Shattuck Street)**

<b>Base Value (FY 20)*:</b>	<b>\$331,600</b>
<b>Total Private investment:</b>	<b>\$14,000,000</b>
<b>Tax Rate(FY 17)</b>	<b>\$28.59/ \$1,000</b>

<b>FY</b>	<b>Municipal Tax Rate Per Thousand</b>	<b>Estimated Valuation- 205 Market St. &amp; 38 Shattuck St.</b>	<b>Incremental Assessed Value</b>	<b>Projected Annual RE Property Tax Bill for Incremental Assessed Value</b>	<b>TIF Yearly Exemption %</b>	<b>Exempted Annual RE Property Taxes</b>	<b>City's Capture of TIF Yearly Exemption %</b>	<b>City's Additional RE Property Taxes</b>
FY1	\$28.59	<b>\$10,502,300.00</b>	<b>\$10,170,700.00</b>	\$290,780.31	100%	\$290,780.31	0%	\$0.00
FY2	\$28.59	\$10,607,323.00	\$10,275,723.00	\$293,782.92	90%	\$264,404.63	10%	\$29,378.29
FY3	\$28.59	\$10,713,396.23	\$10,381,796.23	\$296,815.55	80%	\$237,452.44	20%	\$59,363.11
FY4	\$28.59	\$10,820,530.19	\$10,488,930.19	\$299,878.51	70%	\$209,914.96	30%	\$89,963.55
FY5	\$28.59	\$10,928,735.49	\$10,597,135.49	\$302,972.10	60%	\$181,783.26	40%	\$121,188.84
FY6	\$28.59	\$11,038,022.85	\$10,706,422.85	\$306,096.63	50%	\$153,048.31	50%	\$153,048.31
FY7	\$28.59	\$11,148,403.08	\$10,816,803.08	\$309,252.40	40%	\$123,700.96	60%	\$185,551.44
FY8	\$28.59	\$11,259,887.11	\$10,928,287.11	\$312,439.73	30%	\$93,731.92	70%	\$218,707.81
FY9	\$28.59	\$11,372,485.98	\$11,040,885.98	\$315,658.93	20%	\$63,131.79	80%	\$252,527.14
FY10	\$28.59	\$11,486,210.84	\$11,154,610.84	\$318,910.32	10%	\$31,891.03	90%	\$287,019.29
<b>Totals</b>						<b>\$1,359,059.31</b>		<b>\$1,396,747.80</b>

Note: In Massachusetts, Proposition 2½ operates at the level of a municipality's total tax levy. Due to Proposition 2½, it is impossible to make reliable projections for individual parcels, whose taxes may increase much more or much less than the municipality

Average Annual Exemption = **\$135,905.93**  
 City's Average Annual New Tax Revenue = **\$139,674.78**

\*base year

Eileen M. Donoghue  
City Manager

Kara Keefe Mullin  
Assistant City Manager

March 24, 2020

Mayor John J. Leahy  
and  
Members of the City Council

REFERENCE: Lowell Legacy Hotel, LLC Tax Increment Financing

Dear Mayor Leahy and Members of the City Council:

Attached please find a proposed Tax Increment Financing (TIF) Agreement for Athenian Corner Real Estate Holdings LLC (property owner), and Lowell Legacy Hotel, LLC (certified project).

If approved, this \$14M project will result in the construction of a 57-room "boutique" style hotel at 205 Market and at 38 Shattuck Streets. This project calls for the full rehabilitation and expansion of the existing historic Putnam building at 205 Market Street (home of Athenian Corner Restaurant) and a new building at 38 Shattuck Street, currently a vacant lot. As a result, the project will more than double the size of the existing building and will also expand and modernize the Athenian Corner Restaurant by adding a large function room and meeting space. Athenian Corner, a family-owned restaurant, has been in operation in Downtown Lowell since 1974. The Lowell Legacy Hotel project hopes to build upon the restaurant's legacy to become the latest Downtown landmark.

As part of the project, Lowell Legacy Hotel, LLC proposes to retain all existing permanent full-time jobs currently at the restaurant while adding up to 45 additional jobs within the first five years. The Lowell Legacy Hotel, LLC agrees to make efforts to hire locally by working with the Economic Development Office, MassHire, University of Massachusetts, Lowell, Middlesex Community College, CTI's YouthBuild Culinary Program and other local agencies, as appropriate, to hire qualified Lowell residents for the new jobs proposed under this project.

The proposed TIF Agreement will only affect the taxes on new value (growth) as the existing taxes (baseline) due at 205 Market Street will continue to be paid in full throughout the proposed term. The incremental growth each year against the baseline year -- factoring in the exemption values-- will result in an estimated \$1,396,747.80 in new taxes, above and beyond the baseline, during the same 10-year period, or an average of \$139,674.78 per year. It will also result in an estimated savings to the Athenian Corner Real Estate Holdings LLC of \$1,649,839.62 over the course of the 10-year plan, or an average of \$164,983.96 per year. Along with the growth in property tax revenue, it is estimated that approximately \$812,000 will be generated annually in state and local room and meal taxes. Should the Lowell Legacy Hotel, LLC cease its operations and/or vacate these two properties before the term of the proposed TIF Agreement, or not fulfill its job creation or private investment commitments, the TIF would be decertified and the City could recapture any tax benefits received by Athenian Corner Real Estate Holdings LLC.

I recommend supporting this TIF Agreement to make the Lowell Legacy Hotel, LLC project a reality in Downtown Lowell.

Sincerely,



Eileen M. Donoghue  
City Manager

EMD/ns  
Attachment

cc: Diane N. Tradd, Assistant City Manager/DPD Director  
Christine P. O'Connor, City Solicitor  
Christine McCall, Economic Development Director

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with Hamilton Canal Limited Partnership, with principal office at One Washington Mall, Suite 500, Boston, Massachusetts 02108, for use of City of Lowell property; to wit, 291 Jackson Street (Parcel 5) for the purpose of a field office, staging area and parking for construction related personnel.

-----

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

That the City Manager is hereby authorized to enter into a License Agreement with Hamilton Canal Limited Partnership, with principal office at One Washington Mall, Suite 500, Boston, Massachusetts 02108, for use of City of Lowell property; to wit, 291 Jackson Street (Parcel 5) for the purpose of a field office, staging area and parking for construction related personnel.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

LICENSE AGREEMENT

THIS LICENSE, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called "LICENSOR," and HAMILTON CANAL LIMITED PARTNERSHIP, having its principal offices at One Washington Mall, Suite 500, Boston, Massachusetts 02108, hereinafter called "LICENSEE," WITNESSETH THAT:

The LICENSOR owns property known as Parcel 5 in the Hamilton Canal Innovation District (HCID), 291 Jackson Street, in the City of Lowell, hereinafter called the "SITE", attached hereto as Exhibit "A" and made a part hereof; and

The LICENSEE desires to use the premises for the purpose of a field office, staging area, and parking for construction-related personnel during construction of Parcel 8 and 9 as located in the HCID as shown in Exhibit "A"; and

NOW, THEREFORE:

1. The LICENSOR hereby grants to the LICENSEE a license to encroach upon and use the SITE as shown on the plan marked "Exhibit "A" and made a part hereof, for a field office, staging area and parking for construction-related personnel during construction of Parcels 8 and 9 from April 1, 2020 through construction completion of Parcels 8 and 9, anticipated in April 2022 subject to the following terms.
2. The LICENSEE shall maintain the field office, staging and parking lot area free and clear of all debris, litter, and nuisance during the licensed period.
3. The LICENSEE is prohibited from renting space in said licensed premises to any other person or persons or for any term or tenancy whatsoever.
4. The LICENSEE shall be responsible for any necessary permitting, snow and ice removal, security and basic lot maintenance, the City shall make no improvements.
5. The LICENSEE shall remove all utility poles not serving a present need.
6. The LICENSEE shall provide a minimum six foot screened fencing around the perimeter of the property
7. The LICENSEE shall assume all liability for the use of the lot and provide the City with insurance documentation.

8. It is agreed that this is a License only, that the Licensee shall, at all times, maintain sufficient insurance policies in an amount not less than \$500,000.00 on the premises, naming the City as one of the "insured", and agrees to hold the City harmless from any and all injuries resulting from said use of the property under this License. Licensor shall have the right to inspect the property at any time during the period of said License granted hereunder.

9. If the insurance policy is cancelled or lapses without being immediately renewed, or replaced or for any other breach of the License provisions, then the License granted hereunder shall be forthwith terminated and the Licensee shall have to cease and desist from said use of the property. Evidence of insurance shall, at all times, be sent to the Law Department of the City of Lowell.

10. The License shall be predicated upon and shall not be in effect until adequate insurance coverage, satisfactory to the Law Department of the City of Lowell, naming the City as an insured party, which coverage shall be kept in force so long as the use of the premises continues under this License.

11. This License Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated \_\_\_\_\_, 2020.

12. The Licensee releases and agrees to indemnify and hold harmless the City of Lowell, its agents, officers, servants and employees from any and all claims, demands and liabilities, including attorney's fees, whatsoever from any and all claims for damage or injury to persons or property which might occur on account of the License for the use of the staging area and parking at the site.

13. The Licensee hereby warrants and guarantees that upon termination of this License that the licensed premises shall: a) be graded with gravel and provide a loamed and seeded buffer edge; b) provide a six foot permanent fence around the perimeter of the property including a six foot gate for vehicle entry; c) and agrees to be responsible for, and to pay for the cost of any damage incurred during the licensed period to the Licensor regarding the licensed premises.

14. Inherent in this License Agreement is the unilateral right of the Licensor or the Licensee to cancel this license at any time upon written notice thereof to the Licensee or Licensor for any reason.

15. It is understood and agreed that this License does not grant any ownership interest to the Licensee in the licensed area.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF LOWELL

HAMILTON CANAL LIMITED PARTNERSHIP

\_\_\_\_\_  
Eileen M. Donoghue  
City Manager

By: \_\_\_\_\_  
Hamilton Canal GP LLC, its General Partner  
By: WDP Manager Corp, its Manager  
By: Gilbert J. Winn, President

APPROVED AS TO FORM:

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





Eileen M. Donoghue  
City Manager

Kara Keefe Mullin  
Assistant City Manager

March 24, 2020

Mayor John J. Leahy  
and  
Members of the City Council

REFERENCE: License Agreement – 291 Jackson Street (Parcel 5)

Dear Mayor Leahy and Members of the City Council:

Attached please find a License Agreement for the City of Lowell owned property located at 291 Jackson Street (i.e. Parcel 5) and as depicted in Exhibit "A" attached. The property is located in the Jackson/Appleton/Middlesex (JAM) Plan Urban Renewal District.

WinnDevelopment (as Hamilton Canal Limited Partnership "Winn") has requested to utilize this property, beginning April 1, 2020. Winn would utilize the property as a Field Office and parking for employees.

This will provide a number of benefits for the City, including but no limited to the following:

- Winn will make improvements to the property by: installing a security fence and maintaining an active presence on the site, regrading the site and removing old utility poles/connection no longer in use.
- By making the area available for parking for construction workers, this will allow other parking facilities to remain available for other nearby uses, including the Lowell Justice Center.
- The total value of the abovementioned improvements and otherwise reduction of parking demand on other City facilities equates to what the City would typically charge for such a License Agreement.

I respectfully request that the City Council vote to approve the proposed License Agreement in order to provide occupancy and security of this vacant property.

Sincerely,



Eileen M. Donoghue  
City Manager

DNT/ns

Attachment

cc: Diane Tradd, Assistant City Manager/DPD Director  
Christine P. O'Connor, City Solicitor  
Patricia Lucken, Asset Manager  
Joseph Giniewicz, Urban Renewal Project Manager

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

ORDER

Pursuant to Chapter 266 of the Code of Ordinances City of Lowell, Massachusetts, concerning Section 266-6 thereof entitled "Temporary Experimental Regulations", temporary traffic regulations are hereby implemented for a period up to sixty (60) days.

-----

The City of Lowell desires to make temporary rules regulating traffic under actual conditions for a period of sixty (60) days; and

Chapter 266 of the Code of Ordinances City of Lowell, Massachusetts", Section 266-6 thereof entitled "Temporary Experimental Regulations" authorizes the City Council to make such temporary rules for a period up to sixty (60) days;

BE IT ORDERED, ADJUDGED AND DECREED by the City Council of the City of Lowell as follows:

Effective immediately for a period of up to sixty (60) days, the following temporary traffic regulations shall be implemented:

**§266-47**

**Stop intersections** is hereby amended by **adding** the following:

**Stop Sign on**

**Direction of Travel**

**At Intersection of**

Barker Avenue

North

Aiken Avenue.

**§266-55**

**Parking for handicapped persons; elderly drop-off zones – C.** – is hereby amended by **adding** the following:

**Name of Street**

**Side**

**Location**

18 <sup>th</sup> Street (25)	South	Beginning at a point 100 feet east of the easterly curbline of Whitney Avenue and running easterly for 20 feet.
Ware Street (50)	East	Beginning at a point 120 feet north of the northerly curbline of Chelmsford Street and running northerly for 20 feet.
Cumberland Road (139)	East	Beginning at a point 133 feet north of the easterly curbline of Ennell Street and running northerly for 20 feet.

**§266-56**

**Parking prohibited on certain streets at all times** – is hereby amended by **adding** the following:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Swift Street	North	Beginning at a point 242 feet east of the easterly curbline of Chase Street running easterly a distance of 74 feet
Berkeley Avenue	West	Beginning at the southerly curbline of Rogers Street running southerly a distance of 74 feet



Diane Nichols Tradd  
*Assistant City Manager/DPD Director*

Craig Thomas  
*Deputy Director*

MEMORANDUM

TO: Eileen M. Donoghue, City Manager

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

SUBJECT: PROPOSED 60 DAY TRIAL TRAFFIC ORDERS

DATE: March 17, 2020

Attached is the 60-day trial traffic order for this week as follows:

- Stop Sign – Barker Avenue, per Transportation Engineer
- Handicap parking spot – 18<sup>th</sup> Street, per petition
- Handicap parking spot – Ware Street, per petition
- Handicap parking spot – Cumberland Road, per petition
- Parking prohibited on certain streets at all times – Swift Street, per resident request
- Parking prohibited on certain streets at all times – Berkeley Avenue, per petition

AH/ah

Attachment

cc: John Cooper, Sign and Meter Division  
Natasha Vance, Transportation Engineer  
Alan Heredia, Assistant Transportation Planner



# City of Lowell

COMMONWEALTH OF MASSACHUSETTS

TO THE CITY COUNCIL:

The Department of Public Works, Division of Streets and Highways and Superintendent of Wires of the City of Lowell, to whom was referred the petition of

Re: City Council petition for national Grid Co. request to install <sup>50' NY</sup> 50" conduit from intersection of Bridge St. at French to power an antenna. Signage to differentiate the two conduits.

respectfully report thereon as follows:

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

FOR DEPARTMENT OF PUBLIC WORKS  
DIVISION of STREETS and HIGHWAYS

*Nicholas Caty Jr.*

SUPERINTENDENT OF WIRES



# City of Lowell

COMMONWEALTH OF MASSACHUSETTS

TO THE CITY COUNCIL:

The Department of Public Works, Division of Streets and Highways and Superintendent of Wires of the City of Lowell, to whom was referred the petition of

Re: City Council petition for National Grid Co. request to install <sup>10'</sup>10" conduit from intersection of Kearney Sq. to power an antenna.

respectfully report thereon as follows:

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

FOR DEPARTMENT OF PUBLIC WORKS  
DIVISION of STREETS and HIGHWAYS

SUPERINTENDENT OF WIRES

**CITY OF LOWELL**  
**PETITION**

TO THE  
CITY COUNCIL

*Gene & Maria Casagrande*  
*16 Cedar St.*  
*Lowell MA.*  
*beg update of sewerage*  
*at home of Gene and*  
*Sharon Sts.*

In City Council

*MAR 24 2020*

Read and

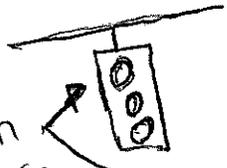
Clerk

From: Rene & Maria Carrasquillo

March 12/2020

To: City Council

we need  
Light  
System  
put it here



BANK

keene street

cedar st  
low

lowell  
conector

Gorham st

we would like this  
cross walk be repainted  
and also any  
light system to stop  
trafict From both  
ways.

is so dangerous car  
dont stop and this  
street is so busy  
that car never stop.  
specially rush hour  
whe we need to  
cross to pick kids  
From bus school  
bus

Rene &  
Maria Carrasquillo  
(617) 888-1059  
16 Cedar St  
Lowell MA 01852

RECEIVED

**CITY OF LOWELL**  
**PETITION**

TO THE  
CITY COUNCIL

SIDETH KUCH  
682 BROADWAY STREET  
LOWELL, MA 01854

REQUESTS INSTALLATION OF  
HANDICAP PARKING SIGN AT  
RESIDENCE

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In City Council

MARCH 24, 2020

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Read and

---

Clerk

March, 12 2020

Dear Sir or Madame

I would like to inform you that  
I have two people disability at home  
at 682 Broadway st, Lowell MA, 01854.

There are name and Phone: 978 985 5243.

1- Sambo MOK

2- Phavindy Lao

Please Consider to give me ~~sight~~  
The plat of handicap for out side house.

Thanks

Sincerely

Sideth Kueh

Sideth Kueh

2020/03/12 PM 9:07

**PL0420271**

**Expires:**

**10-19-23**



*Chas. E. Duray, Registrar*

LAO  
PHARINDY

**Commonwealth of  
Massachusetts**



**P93286731**

**Expires:**

**10-28-21**



*Chas. E. Duray, Registrar*

MOK  
SAMBO

**Commonwealth of  
Massachusetts**



**CITY OF LOWELL**  
**PETITION**

TO THE  
CITY COUNCIL

*(Englewood Hill (Woodland))  
748 Lawrence St. for Joseph M. Allen  
Shelton MA 01853  
for Nicholas J. Adams  
Sign on Lawrence St.*

In City Council

*M. J. Adams*

Read and

Clerk

From: Fengbao Xu

To: Lowell City Hall/Lowell Parking Office

Date: March 5, 2020

To whom it may concern,

I Fengbao Xu, landlord of property at 740 Lawrence St. Lowell MA 01852 is writing to request a handicap parking sign to be put on the premises due my tenant Jennifer Mallias's cancer treatment that affected her ability to walk for distance after chemo therapy. She had already received a handicap placard and would like to park close to the property.

Sincerely,



Fengbao Xu

Jennifer Mallias  
9784196410

PL2860438

Expires:

02-20-21

Disabled Persons  
Parking Identification Placard



MALLIAS

JENNIFER

R

Commonwealth of  
**Massachusetts**

