

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to execute a Temporary Access Agreement between the City of Lowell and WinnDevelopment Company Limited Partnership (“WinnDevelopment”) relative to 193 Jackson Street and 239 Jackson Street also known as Parcel 8 and Parcel 9 of the Hamilton Canal Innovation District, Lowell, MA.

The City of Lowell owns property at 193 Jackson Street and 239 Jackson Street also known as Parcel 8 and Parcel 9 of the Hamilton Canal Innovation District, Lowell; and

WinnDevelopment, has requested temporary access to said property for the purpose of geotechnical work, site pre-testing and design in advance of construction for a term not to exceed 120 days from the date of the agreement; and

A Temporary Access Agreement for such purpose is needed; and

The City of Lowell is willing to grant temporary access to WinnDevelopment, their employees, agents and contractor’s access onto the property for the purpose of “geotechnical work, site pre-testing and design” in advance of construction for a term not to exceed 120 days from the date of the agreement.

BE IT VOTED BY A TWO-THIRDS VOTE OF THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager be and she is hereby authorized to execute a Temporary Access Agreement between the City of Lowell and WinnDevelopment Company Limited Partnership, their employees, agents and contractor's relative to property at 193 Jackson Street and 239 Jackson Street also known as Parcel 8 and Parcel 9 of the Hamilton Canal Innovation District for the purpose of geotechnical work, site pre-testing and design in advance of construction for a term not to exceed 120 days from the date of the agreement, all as more fully described in the form, or substantially the form, attached hereto.

V:tempaccessagreement-winndevelopparcels8&9

This Temporary Access Agreement is entered into this the ____ day of February 2019 by and between the CITY OF LOWELL, a Massachusetts municipal corporation, owner of the properties located at 193 Jackson Street and 239 Jackson Street, also known as Parcel 8 and Parcel 9 of the Hamilton Canal Innovation District, in said Lowell and WinnDevelopment Company Limited Partnership (“WinnDevelopment”) having a principal place of business at Six Faneuil Hall Marketplace, Boston, Massachusetts 02109.

WinnDevelopment has requested access to said properties for the purpose of geotechnical work, site pre-testing and design in advance of construction; and

The CITY OF LOWELL is willing to grant access to the properties for the purpose of geotechnical work, site pre-testing and design in advance of construction for one hundred and twenty days from the date of the agreement;

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. The CITY OF LOWELL hereby grants to WinnDevelopment, its employees, agents, and contractors, access onto the properties for the purpose of geotechnical work, site pre-testing and design in advance of construction;
2. WinnDevelopment shall be responsible for the safety and security of the site;
3. WinnDevelopment shall obtain all necessary permitting, approvals, and authorizations, specifically required for the geotechnical work, site pre-testing and design in advance of construction;
4. WinnDevelopment shall secure the site and restrict public pedestrian and vehicle traffic onto the site during the work;
5. WinnDevelopment shall provide a courtesy copy of all studies, appraisals, or other analyses generated to the City of Lowell upon request;
6. WinnDevelopment shall restore the site to its original condition upon completion of the work;
7. WinnDevelopment and the CITY OF LOWELL acknowledge that the City makes no representations or warranties regarding the condition or safety of its properties and that entry upon the properties are at the risk of WinnDevelopment, and its employees, agents, and contractors. The CITY OF LOWELL shall not be responsible for any personal injury or property damage suffered by any party or person that arises in any way out of the activities contemplated in this Agreement, except to the extent that such injury or damage is a direct result of negligence of the CITY OF LOWELL, and subject to the limits set forth in MGL

Chapter 258. WinnDevelopment agrees to purchase and maintain a public/ liability insurance policy in the amount of \$300,000 for injury to one person and or property and the amount of \$500,000 for injury to more than one person and or property naming the City as an additional insured.

8. WinnDevelopment agrees to defend, indemnify and hold the CITY OF LOWELL, its officers, officials, agents and employees harmless from and against any suits, claims, actions, costs, expenses, fees, liability, losses and damages that may be asserted against, imposed upon, or incurred by the CITY OF LOWELL, its officers, officials, employees and agents, as a result of, relating to, or arising from any act or omission of WinnDevelopment or its employees, agents, and contractors that is directly associated or in connection with the grant of access as set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as a contract under seal this the day (___th) day of February 2019.

CITY OF LOWELL, MA

WinnDevelopment Company Limited Partnership

By: _____
Eileen M. Donoghue, City Manager

By: _____
Gilbert Winn, duly authorized

Approved as to form:

Christine O'Connor, City Solicitor



Eileen M. Donoghue
City Manager

Kara Keefe Mullin
Assistant City Manager

February 20, 2019

Mayor William J. Samaras
and
Members of the City Council

REFERENCE: Parcels 8 and 9 Access Agreement

Dear Mayor Samaras and Members of the City Council:

The City Administration and the Department of Planning and Development (DPD) continue to work with WinnDevelopment (“Winn”) to bring their development proposal for Parcels 8 and 9 in the Hamilton Canal Innovation District (HCID) to fruition. As Winn seeks to begin construction in late spring/ early summer, they have asked the City for access to the property for additional geotechnical investigation. Following the approval of the access agreement, the City will continue to work with Winn in order to finalize a Land Disposition Agreement with DHCD prior to construction.

The Department of Planning and Development (DPD) recommends that the Council approve the proposed access agreement in order to continue to move this highly anticipated project forward.

The Law Department has prepared the necessary Vote.

If you have any questions or need any assistance, please feel free to contact Diane Tradd at the Department of Planning and Development at 978-674-1401 or me.

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
Claire V. Ricker, Chief Design Planner
Joseph Giniewicz, Urban Renewal Project Manager