

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a Temporary 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, 364 and 366 Dutton Street in the Hamilton Canal Innovation District (HCID) for the purpose of installing a stair and accessible ramp over the Swamp Locks as mitigation for the temporary inaccessibility of the HCID Signature Bridge due to the Hamilton Canal Limited Partnership's temporary staging area.

-----

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 Temporary 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, 364 and 366 Dutton Street in the Hamilton Canal Innovation District (HCID) for the purpose of installing a stair and accessible ramp over the Swamp Locks as mitigation for the temporary inaccessibility of the HCID Signature Bridge due to the Hamilton Canal Limited Partnership's temporary staging area.

COMMONWEALTH OF MASSACHUSETTS  
CITY OF LOWELL  
TEMPORARY 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 364 and 366 Dutton Street in the Hamilton Canal Innovation District (HCID), in the City of Lowell, hereinafter called the "SITE" (intended to be inclusive of the stair and accessible ramp identified), attached hereto as Exhibit "A"; and made a part hereof; and

The LICENSEE desires access to install a stair and accessible ramp over the Swamp Locks as mitigation for the temporary inaccessibility of the HCID Signature Bridge due to the LICENSEE's temporary staging area.

NOW, THEREFORE:

1. The LICENSOR hereby grants to the LICENSEE a license to encroach upon and use the Site to install a stair and accessible ramp over the Swamp Locks to be installed on, or as soon as practicable after, June 9, 2021 and remain in place until such time as the LICENSOR determines.
2. The LICENSEE shall maintain the site area free and clear of all debris, litter, and nuisance during the period June 9, 2021 through November 1, 2022.
3. The LICENSEE is prohibited from renting space in said licensed premises to any other person or persons or for any term of tenancy whatsoever.
4. The LICENSEE shall be responsible for any necessary permitting, snow and ice removal, security and basic maintenance during the period June 9, 2021 through November 1, 2022, the City shall make no improvements.
5. The LICENSEE shall provide a stamped licensed engineering plan of the temporary stair and accessible ramp and obtain approval of said plan by the City of Lowell Engineer.
6. The LICENSEE shall assume all liability for the Site inclusive of the stair and accessible ramp and provide the City with insurance documentation.
7. 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.

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

9. 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 coverages shall be kept in force so long as the use of the premises continues under this License.

10. This License Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated June \_\_, 2021.

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

12. The Licensee hereby warrants and guarantees that upon termination of this License that the licensed premises shall agree 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.

13. 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.

14. 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 \_\_\_\_\_ 2021.

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

EXHIBIT "A"





Eileen M. Donoghue  
City Manager

Kara Keefe Mullin  
Assistant City Manager

June 8, 2021

Mayor John J. Leahy  
and  
Members of the City Council

**REFERENCE: Temporary License Agreement – 364 and 366 Dutton Street (Swamp Locks)**

Dear Mayor Leahy and Members of the City Council:

Attached please find a temporary License Agreement for the City of Lowell owned property, 364 and 366 Dutton Street (i.e. HCID Swamp Locks Bridge). 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 in order to construct temporary stairs and an accesible ramp to allow for pedestrian access throughout the Hamilton Canal Innovation District (HCID) while the City is completing punchlist items for the Signature Bridge. Additionally, this will allow the City to grant Winn access to the Signature Bridge to complete exterior construction on parcels 8 & 9.

I respectfully request that the City Council vote to approve the proposed temporary License Agreement in order to ensure accesible pedestrian access in the Hamilton Canal Innovation District.

Sincerely,

Eileen M. Donoghue  
City Manager

Attachment

cc: Christine McCall, Assistant City Manager/ DPD Director  
Christine P. O’Connor, City Solicitor  
Kerry Jenness, First Assistant City Solicitor  
Patricia Lucken, Asset Manager  
Joseph Giniewicz, Urban Renewal Project Manager