

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 Brad Buitenhuys doing business as (dba) Lowell Litter Krewe, relative to 3 First Street and 282 Bridge Street, Lowell, MA.

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The City of Lowell owns property at 3 First Street and 282 Bridge Street, Lowell, and

Lowell Litter Krewe has requested access to said property for the purpose of creating a design plan for slope stabilization, a trailhead to Centralville Riverpath to meet American Disability Act requirements, and the addition of permeable pavers and seating, the removal of trash and invasive species removal, and hand planting of a pollinator garden; and

A Temporary Access Agreement for such purpose is needed; and

The City of Lowell is willing to grant temporary access to Lowell Litter Krewe, their employees, agents and contractor's access onto the property for the purpose of this design and landscaping work to be conducted beginning on June 14, 2022 and ending upon completion or July 14, 2024, whichever is the earliest of the two.

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 is hereby authorized to execute a Temporary Access Agreement between the City of Lowell and Lowell Litter Krewe, their employees, agents and contractor's relative to property at 3 First Street and 282 Bridge Street for the purpose of this design and landscaping work, all as more fully described in the form, or substantially the form, attached hereto.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts and Brad Buitenhuis doing business as (dba) Lowell Litter Krewe, 517 Moody Street, 3<sup>rd</sup> Floor, Lowell, Massachusetts 01854, hereafter referred to as “Lowell Litter Krewe,” WITNESSETH THAT:

The CITY OF LOWELL owns the properties located at 3 First Street and 282 Bridge Street in the City of Lowell, hereinafter called the “SITE,” attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, Lowell Litter Krewe desires access to said property for the purpose of creating a design plan for slope stabilization, a trailhead to Centralville Riverpath to meet American Disability Act requirements, and the addition of permeable pavers and seating, the removal of trash and invasive species removal, and hand planting of a pollinator garden; and

WHEREAS, the CITY OF LOWELL is willing to grant access to the property as shown in Exhibit “A” for the purpose of this design and landscaping work beginning on June 14, 2022 and ending upon completion or July 14, 2024, whichever is the earliest of the two;

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 Lowell Litter Krewe, its employees, agents, contractors, and designers, temporary access to encroach upon and use the SITE for the purpose of creating design plans and landscaping;
2. Lowell Litter Krewe shall be responsible for the safety and security of the SITE;
3. Lowell Litter Krewe agrees that only hand planting and hand removal of trash and invasive species shall be allowed near and/or on the sewer interceptor, no contractor and/or landscaping equipment shall be allowed access in this area;
4. Lowell Litter Krewe shall obtain all necessary City of Lowell permitting, approvals, and authorizations, required as part of creating the design plan and landscaping, failure to obtain proper permitting shall void this access agreement;
6. Lowell Litter Krewe and the CITY OF LOWELL acknowledge that the City makes no representations or warranties regarding the condition or safety of its SITE and that entry upon the SITE is at the risk of Lowell Litter Krewe, its employees, agents, contractors,

and designers. 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. Lowell Litter Krewe agrees to purchase and maintain a public/liability insurance policy in the amount of \$250,000 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.

7. If the insurance policy is cancelled or lapses without being immediately renewed, or replaced or for any other breach of the Temporary Access Agreement provisions, then the agreement granted hereunder shall be forthwith terminated and Lowell Litter Krewe shall have to cease and desist from said use of the Site. Evidence of insurance shall, at all times, be sent to the Law Department of the City of Lowell.
8. Lowell Litter Krewe 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 Lowell Litter Krewe employees, agents, Designers, and contractors that is directly associated or in connection with the grant of access as set forth herein.
9. The Temporary Access Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated June 14, 2022.
10. Lowell Litter Krewe hereby agrees to be responsible for, and to pay for the cost of any damage to the CITY OF LOWELL regarding the premises.
11. Inherent in this Temporary Access Agreement is the unilateral right of the CITY OF LOWELL to cancel this Temporary Access Agreement at any time upon written notice thereof to Lowell Litter Krewe for any reason.
12. It is understood and agreed that this Temporary Access Agreement does not grant any ownership interest to the Site in the Temporary Access Agreement area.

IN WITNESS WHEREOF, the Parties have executed this Agreement as a contract under seal this the \_\_\_\_ day of June 2022.

CITY OF LOWELL, MA

Brad Buitenhuis,  
dba Lowell Litter Krewe

By: \_\_\_\_\_  
Thomas A. Golden, Jr., City Manager

By: \_\_\_\_\_  
Brad Buitenhuis

APPROVED AS TO FORM:

\_\_\_\_\_  
Christine O'Connor, City Solicitor



EXHIBIT "A"



Thomas A. Golden, Jr.  
City Manager

June 8, 2022

Mayor Sokhary Chau  
and  
Members of City Council

REFERENCE: Temporary Access Agreement

Dear Mayor Chau and Members of the City Council:

The property located at 3 First Street and 282 Bridge Street, also known as Gold Star Park, are City owned. Brad Buitenhuys, doing business as Lowell Litter Krewe, has requested temporary access to the properties.

Lowell Litter Krewe has requested access in order to prepare design plans for stabilization and regrading of the trailhead from Gold Star Park to the Centralville RVerpath to meet the American Disability Act (ADA) standards. The access will also allow Lowell Litter Krewe to provide landscape work that includes trash cleanup, removal of invasive species and hand planting, along with the addition of permeable pavers and a seating area in the park.

The Department of Planning and Development (DPD) has recommended the approval of this Temporary Access Agreement for Brad Buitenhuys, doing business as Lowell Litter Krewe.

The Law Department has prepared the necessary Vote authorizing the City Manager to enter into a Temporary Access Agreement with Brad Buitenhuys, doing business as Lowell Litter Krewe.

Sincerely,

Thomas A. Golden, Jr.  
City Manager

Attachment:

Cc: Christine McCall, Assistant City Manager/DPD Director  
Christine P. O'Connor, City Solicitor  
Patricia Lucken, Asset Manager

Attachment: Temporary Access Agreement  
Exhibit "A" Geographical Information Systems (GIS)