

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 Edward Page Corporation, relative to property located at 3905-86 containing the Leo A. Roy Parking Facility, at the southeast corner of the adjacent surface parking lot near the Pawtucket Canal Industrial Canyon in the City of Lowell.

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The City of Lowell owns property at 3905-86 containing the Leo A. Roy Parking Facility, at the southeast corner of the adjacent surface parking lot near the Pawtucket Canal Industrial Canyon in the City of Lowell; and

Edward Page Corporation has requested access to said property for the purpose of a temporary staging area for the rehabilitation of the “Central Street Walkway”; and

A Temporary Access Agreement for such purpose is needed; and

The City of Lowell is willing to grant temporary access to Edward Page Corporation, their employees, agents and contractor’s access onto the property for the purpose of this temporary staging area beginning on March 1, 2023 and ending on June 15, 2023.

Said Agreement shall be predicated upon adequate insurance coverage shall be kept in force so long as said use of the premises continues under this License.

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 Edward Page Corporation, their employees, agents and contractor’s relative to property at 3905-86 containing the Leo A. Roy Parking Facility, at the southeast corner of the adjacent surface parking lot near the Pawtucket Canal Industrial Canyon in the City of Lowell for the purpose of a temporary staging area for the rehabilitation of the “Central Street Walkway”, all as more fully described in the form, or substantially the form, attached hereto, and to execute all other documents related to this agreement.

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 the EDWARD PAIGE CORPORATION, 661 Main Street, Norwell, MA 02061, WITNESSETH THAT:

The CITY OF LOWELL own the properties located at 3905-86 containing the Leo A. Roy Parking Facility, at the southeast corner of the adjacent surface parking lot near the Pawtucket Canal Industrial Canyon in the City of Lowell, hereinafter called the "SITE," attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Edward Page Corporation has requested access to said property as depicted in Exhibit "A" for the purpose of a Temporary Staging Area for the rehabilitation of the "Central Street Walkway", a cantilevered walkway along-side and between property 3905-30 and the Pawtucket Canal, and between the parking facility and Central Street; and

WHEREAS, the CITY OF LOWELL is willing to grant access to the property as shown in Exhibit "A" for the purpose of a Temporary Staging Area beginning on March 1, 2023 and ending on June 15, 2023;

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 Edward Page Corporation, its employees, agents, and contractors, access onto the SITE for the purpose of a Temporary Staging Area;
2. Edward Page Corporation shall be responsible for the safety and security of the SITE;
3. Edward Page Corporation shall obtain all necessary City of Lowell permitting, approvals, and authorizations, required as part of the Temporary Staging Area activities, failure to obtain proper permitting shall void this access agreement;
4. Edward Page Corporation shall restore the SITE to its original condition upon completion of the work;
5. Edward Page Corporation and the CITY OF LOWELL acknowledge that the City makes no representations or warranties regarding the condition or safety of its property and that entry upon the SITE is at the risk of Edward Page Corporation 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. Edward Page Corporation 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.

6. 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 Edward Page Corporation 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.
7. Edward Page Corporation 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 Edward Page Corporation or its employees, agents, and contractors that is directly associated or in connection with the grant of access as set forth herein.
8. Edward Page Corporation and its contractors, employees and representatives shall not interfere with, impede or deter the City's access, work, or activities on the SITE at any time.
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 February 14, 2023.
10. Edward Page Corporation 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 Edward Page Corporation 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 February 14, 2023.

CITY OF LOWELL, MA

Edward Page Corporation

By: \_\_\_\_\_

Thomas A. Golden Jr., City Manager

By: \_\_\_\_\_

Robert Schuster, PM

Approved as to form:

\_\_\_\_\_

Helene A. A. Tomlinson, City Solicitor

# Exhibit "A"





Thomas A. Golden, Jr.  
City Manager

February 14, 2023

Mayor Sokhary Chau  
and  
Members of City Council

REFERENCE: Temporary Access Agreement

Dear Mayor Chau and Members of the City Council:

Edward Page Corporation has requested access to the City owned property located at 3905-86 containing the Leo A. Roy Parking Facility, at the southeast corner of the adjacent surface parking lot near the Pawtucket Canal Industrial Canyon.

The property would be accessed for the purpose of a Temporary Staging Area for the rehabilitation of the “Central Street Walkway”, a cantilevered walkway along-side and between property 3905-30 and the Pawtucket Canal, and between the parking facility and Central Street. The Temporary Access Agreement indemnifies the City from injury to persons and property damage. The Agreement requires the contractor to obtain all necessary permitting approvals and restore the site to its original condition upon completion of the agreement.

Sincerely,

Thomas A. Golden, Jr.  
City Manager

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