

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with E. T. & L. Corp., with principal office at 873 Great Road, Stow, MA 01775, for use of City of Lowell property; to wit, 20 Favor Street for the purpose of a field office and parking for employees during “Reconstruction of Thorndike Street – Lord Overpass” also identified as Contract 31969 in the City of Lowell, hereinafter called “Contract Work” in the City of Lowell.

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 E. T. & L. Corp., with principal office at 873 Great Road, Stow, MA 01775, for use of City of Lowell property; to wit, 20 Favor Street for the purpose of a field office and parking for employees during “Reconstruction of Thorndike Street – Lord Overpass” in the City of Lowell for a monthly rental fee of One Thousand Eight Hundred 00/100 (\$1,800.00) Dollars commencing April 1, 2020 on the first of every month, until substantial completion as determined by the City Engineer of the Contract Work, to be applied as a credit in each Application for Certification of payment as approved by the City of Lowell under the “Contract Work”.

CITY OF LOWELL

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called "LICENSOR," and E. T. & L. Corp., having its principal offices at 873 Great Road, Stow, Massachusetts 01775, hereinafter called "LICENSEE," WITNESSETH THAT:

The LICENSOR owns property known as 20 Favor 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 and parking for employees during "Reconstruction of Thorndike Street – Lord Overpass" also identified as Contract 31969 in the City of Lowell, hereinafter called the "Contract Work" as located in the City of Lowell; and

NOW, THEREFORE:

1. The LICENSOR hereby grants to the LICENSEE a temporary 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 and parking for employees during construction of the Contract Work from April 1, 2020 through substantial completion to be determined by the City of Lowell, City Engineer. The LICENSOR and LICENSEE shall be subject to the following applicable terms:
2. The LICENSOR shall provide operational electric and gas services to the property.
3. The LICENSOR shall provide initial environmental remediation to the interior of the property excluding structural components.
4. The LICENSOR shall provide operational plumbing.
5. The LICENSEE shall inspect the condition of the Site prior to April 1, 2020 and accept or reject the use of the Site without recourse to either party, the LICENSOR or the LICENSEE, specifically as it relates to Items 2 through 4, above.
6. The LICENSEE shall allow access to the property at all times to the City of Lowell employees and staff during the course of City business attributed to the site facility operations.
7. The LICENSEE shall pay to the LICENSOR ONE THOUSAND EIGHT HUNDRED 00/100 (\$1,800.00) DOLLARS per month as rent beginning April 1, 2020 on the first of every month, until substantial completion as determined by the City of Lowell, City Engineer of the Contract Work, to be applied as a credit in each Application for Certification of payment as approved by the City of Lowell under the "Contract Work".
8. The LICENSEE shall maintain the field office and parking area free and clear of all debris, litter, and nuisance during the licensed period.
9. The LICENSEE is prohibited from renting space in said licensed premises to any other person or persons or for any term or tenancy whatsoever.

10. The LICENSEE shall be responsible for any necessary snow and ice removal, security, basic maintenance of the Site, and all required items under the Contract Work. The City shall make no improvements.

11. The LICENSEE shall assume all liability for the use of the SITE and provide the City with insurance documentation.

12. 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.

13. 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 Site. Evidence of insurance shall, at all times, be sent to the Law Department of the City of Lowell.

14. 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.

15. 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.

16. The Licensee hereby agrees to be responsible for, and to pay for the cost of any damage to the Licensor regarding the use of the licensed premises by the Licensee

17. 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 use by Licensee of City of Lowell property identified as 20 Favor Street for the use of the field office and parking at the site.

18. The Licensee agrees that the Licensor shall not be responsible for any damage, or loss from any cause whatsoever to any property or equipment stored by the Licensee on the licensed premises during the existence of this license.

19. The Licensee hereby warrants and guarantees that upon termination of this License that the licensed premises shall be returned to such condition as exists on April 1, 2020. Licensee hereby agrees to be responsible for, and to pay for the cost of any damage to the Licensor regarding the licensed premises.

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

20. 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

E. T. & L. Corp.

Eileen M. Donoghue
City Manager

Jennie Lee Colosi, P.E., President

APPROVED AS TO FORM:

Christine P. O'Connor
City Solicitor

EXHIBIT "A"



Eileen M. Donoghue
City Manager

Kara Keefe Mullin
Assistant City Manager

March 3, 2020

Mayor John J. Leahy
and
Members of the City Council

REFERENCE: License Agreement - 20 Favor Street

Dear Mayor Leahy and Members of the City Council:

Attached please find a License Agreement for the City of Lowell owned property located at 20 Favor Street and as depicted in Exhibit "A" attached. The property is on the National Historic Register and is located in the Jackson/Appleton/Middlesex (JAM) Plan Urban Renewal District.

E.T.&L. Corporation has requested a License Agreement for use of this property, 20 Favor Street, beginning April 1, 2020. E.T.&L. Corporation would utilize the property as a Field Office and parking for employees as required under the terms and conditions of their current contract with the City of Lowell "Reconstruction of Thorndike Street – Lord Overpass".

This will provide a number of benefits for the City, including but not limited to the following:

- The City will receive a credit to the Lord Overpass project from the Field Office line item included in ET&L's bid.
- The property has had a recent history of vagrancy both inside and around the building, which has had a direct negative impact on the surrounding neighborhood. Having an active presence in this building again will help deter this activity.
- Property will be secured by E.T.&L. with and maintained.
- With the property cleaned up and actively used as office space, it will be more marketable when the Lord Overpass project is complete and the City can sell the building to generate tax revenue.
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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.

If you have any questions please contact Diane Tradd, Assistant City Manager at (978) 674-1401.

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
Natasha Vance Transportation Engineer