

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with PRIDESTar Student Transportation, Inc., with principle office at 229 Stedman Street, Lowell, MA 01851, for use of a portion of premises located at 234 and 268 Mount Vernon Street and 5 Farnham Street, in the City of Lowell for the purpose of parking student transportation vehicles.

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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 PRIDESTar Student Transportation, Inc., with principal office at 229 Stedman Street, Lowell, MA 01851, for use of a portion of City of Lowell property, said premises located at 234 and 268 Mount Vernon Street and 5 Farnham Street in the City of Lowell for the purpose of parking student transportation vehicles for a monthly rental fee of Two Thousand and 00/100 (\$2,000.00) Dollars commencing September 1, 2022 and on the first of every month thereafter.

Said License shall be predicated upon adequate insurance coverage which coverage shall be kept in force so long as said encroachment continues under this License.

Said license shall contain such conditions as the City Manager shall deem to be in the best interest of the City of Lowell.

Said License shall be in accordance with the form, or substantially the form, attached hereto.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

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 the "LICENSOR", and PRIDESTAR STUDENT TRANSPORTATION, INC., a domestic profit corporation, duly established and having an address of 229 Stedman Street, Lowell, Massachusetts 01851, hereinafter called "LICENSEE", WITNESSETH THAT:

The LICENSOR owns developable property located in the Acre Urban Renewal Area and identified as 234 and 268 Mount Vernon Street and 5 Farnham Street, a portion of which consists of paved and unpaved parking areas as identified and outlined on the plan attached hereto as Exhibit "A" ("Plan") and made a part hereof, hereinafter called the "PARKING LOT SITE"; and

The LICENSEE desires to use the PARKING LOT SITE for the purpose of parking and strictly for parking of student transportation vehicles only, no construction activities shall be allowed in the parking lot areas and no building access shall be granted; and

NOW, THEREFORE:

The LICENSOR hereby grants to the LICENSEE a license to use the PARKING LOT SITE as shown on the plan marked Exhibit "A" and the right, in common with others entitled thereto, to access the PARKING LOT SITE from both Broadway and Mt. Vernon Streets effective immediately upon the execution of this Agreement by the parties hereto and continuing until the date that is ninety (90) days after notification in writing sent to the LICENSEE or LICENSOR that such LICENSE is terminated; however, this License Agreement will not extend past June 30, 2025 and shall automatically expire on June 30, 2025, without written notification;

Inherent in this License Agreement is the unilateral right of the LICENSOR and LICENSEE to cancel this license at any time upon written notice thereof to the LICENSOR or LICENSEE for any reason;

1. RENT/TERMS

(a) The LICENSEE shall pay to the LICENSOR a "Base Rent" of TWO THOUSAND AND 00/100 (\$2,000.00) DOLLARS per month with the first payment due on September 1, 2022 for the month of September 2022 and on the first day of each month thereafter,

(i) Until further notice such "Base Rent" payments shall be made payable to the "City of Lowell" and mailed to:

c/o Patricia Lucken, Asset Manager  
City of Lowell, Department of Planning and Development  
J.F.K. Civic Center, 50 Arcand Drive

Lowell, Massachusetts 01852

- (b) In addition to the Rent the LICENSOR shall be responsible for all maintenance of the PARKING LOT SITE including security, safety posting, snow removal, stripping, signage, enforcement, and, if applicable permitting, approvals. LICENSOR hereby consents to LICENSEE's installation of electrical systems at the PARKING LOT SITE and the installation of security cameras which may be attached to the outside of the building(s) referenced on the Plan. LICENSOR grants LICENSEE temporary access to enter the building(s) to run the electrical and security systems;
- (c) The LICENSEE agrees that they have inspected the buildings on the Plan and understands that, except for access granted in section 1(b) above, access to the buildings is restricted and not authorized by the LICENSOR under this License Agreement and that the buildings are unsuitable for safe entry and the parties agree that PARKING LOT SITE being licensed excludes the buildings and LICENSEE shall have no obligations with respect to the buildings;
- (d) The LICENSEE agrees that the City of Lowell and/or private party access, upon 72 hours advance notice to LICENSEE, for environmental review and/or remediation of the SITE or abutting properties shall be allowed and shall not be delayed, denied, or blocked, etc., by the LICENSEE or by the terms of this License Agreement, the base rent shall not be adjusted for such purposes; provided, however, that LICENSEE is not precluded from its access to and use of the PARKING LOT SITE for parking of student transportation and employee vehicles;
- (e) The LICENSOR does not warrant the condition of the premises.

The LICENSEE is prohibited from renting space in said leased premises to any other person or persons for special events or for any term or tenancy whatsoever.

The LICENSEE shall at the expiration or other termination of this LICENSE remove all LICENSEE's goods and effects from the licensed premises and restore the parking lot to its current condition.

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

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, naming the City as one of the "insured", and agrees to hold the City harmless from any and all injuries resulting from LICENSEE'S use of the PARKING LOT SITE and access thereto under this LICENSE. LICENSOR shall have the right to inspect the PARKING LOT SITE at any time during the period of said LICENSE granted hereunder.

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

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.

This License Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated \_\_\_\_\_, 2022.

This 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 LICENSE the use hereunder of a portion of the PARKING LOT SITE, or from use of any and all associated access areas, all as shown on Exhibit "A". Parties acknowledge that LICENSOR's liability may be governed by MGL c. 258, as amended.

It is understood and agreed that this License does not grant any ownership interest to the LICENSEE in the LICENSED area.

Sealed and signed this \_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF LOWELL, MA

PRIDESTAR STUDENT  
TRANSPORTATION, INC.

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

Dated:

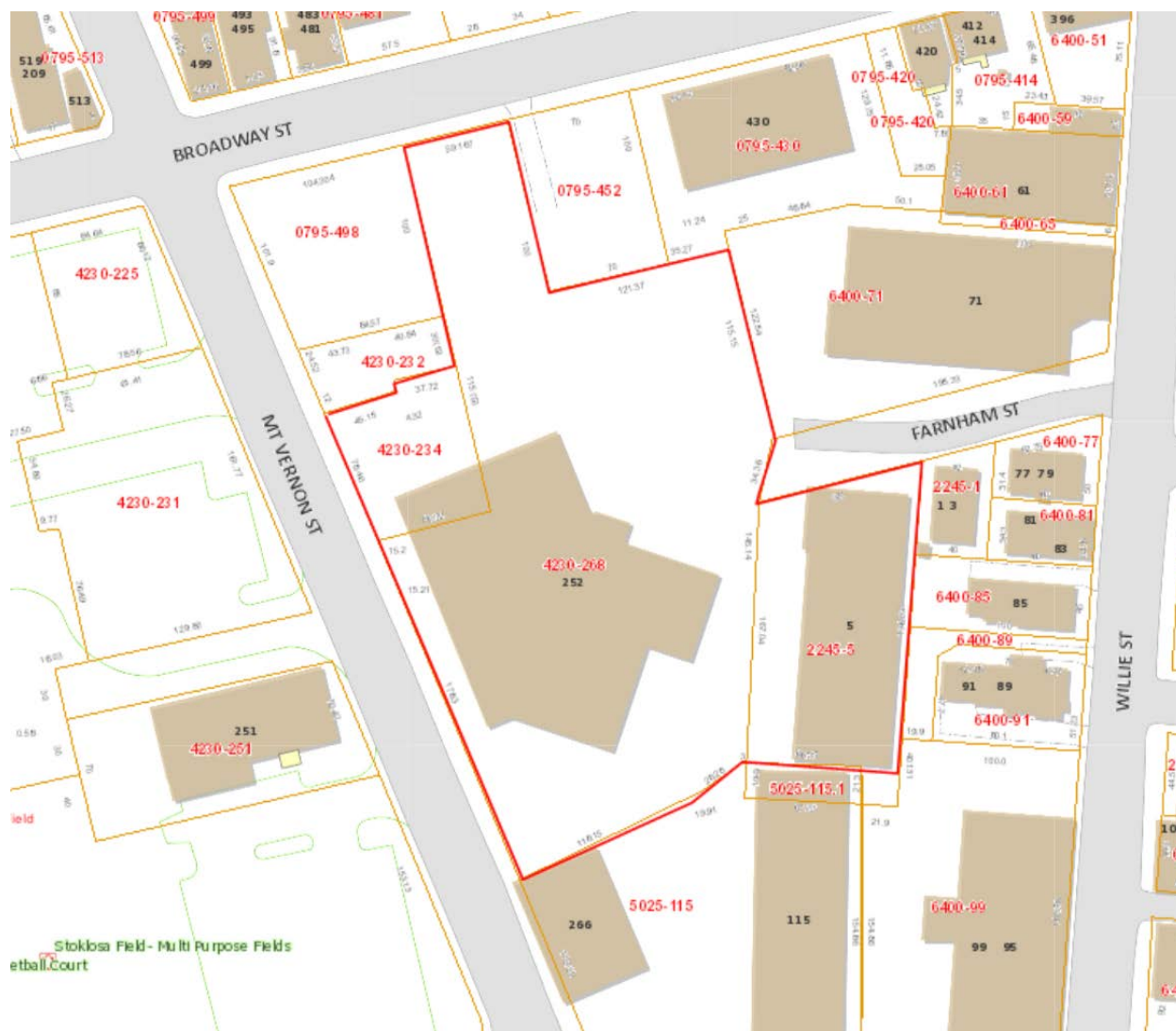
By: \_\_\_\_\_  
David T. Daly, President &  
Treasurer

Dated:

APPROVED AS TO FORM:

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

### ATTACHMENT "A"



Inclusive of 234 and 268 Mount Vernon Street and 5 Farnham Street



Thomas A. Golden, Jr.  
City Manager

June 28, 2022

Mayor Sokhary Chau  
And  
Members of City Council

REFERENCE: License Agreement

Dear Mayor Chau and Members of the City Council:

The properties located at 234 and 268 Mount Vernon Street and 5 Farnham Street are City owned. Pridestar Student Transportation, Inc., has requested a License Agreement for a parking use.

Pridestar Student Transportation, Inc. located at 229 Stedman Street in Lowell. Pridestar provides transportation services for school age children. The purpose of the License is to utilize the parking areas located at the City properties for parking of student transportation vehicles only, no construction activities would be allowed in the parking areas. The buildings on the City owned property are restricted and will not be used during the agreement, other than for the installation of security cameras and electrical service for the parking lot security system.

Pridestar will be responsible for all maintenance to include security, safety postings, snow removal, stripping, signage, enforcement, and permitting. Inherent in this License Agreement is the unilateral right of the City of Lowell and/or Pridestar to cancel at any time. Pridestar has agreed to a base rent of Two Thousand Dollars (\$2000.00) per month for use of the parking lot areas.

The Department of Planning and Development (DPD) has recommended the approval of this License Agreement for Pridestar Student Transportation, Inc.

The Law Department has prepared the necessary Vote for City Council approval.

Sincerely,

Thomas A. Golden, Jr.  
City Manager

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