

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with Lowell Telecommunications Corporation to encroach upon the City of Lowell property at 246 Market Street, Lowell, Massachusetts.

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BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

The City Manager is hereby authorized to enter into a License Agreement with Lowell Telecommunications Corporation to encroach upon the City of Lowell property at 246 Market Street for an overhanging sign to the extent of, and more particularly described in Exhibit "A" attached hereto and made a part of this License Agreement.

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, and that in the event of a sale or transfer of said property, that said License shall be assignable or transferable to any successor of the License herein subject to the provisions of said License Agreement.

In the event that said insurance coverage shall be cancelled or lapses without being renewed or replaced, then said License hereunder shall be forthwith terminated and Licensee shall have to cease and desist from said encroachment.

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 "Licensor," and Lowell Telecommunications Corporation, with principal place of business at P.O. Box 803, 246 Market Street, Lowell, MA 01852, hereinafter called "Licensee," WITNESSETH THAT:

The Licensor hereby grants to the Licensee a license for an overhanging sign to encroach upon the City of Lowell property at 246 Market Street, Lowell, Massachusetts to the extent of, and more particularly described in Exhibit "A" and shown on Exhibit "B", both attached hereto and made a part of this License Agreement.

IT IS FURTHER 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 hereby 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.

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

Said 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 said 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 January 15, 2019.



**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned Notary Public, personally appeared Eileen M. Donoghue, City Manager, proved to me through satisfactory evidence of identification, which was Notary's personal knowledge of the individual, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_, Notary Public

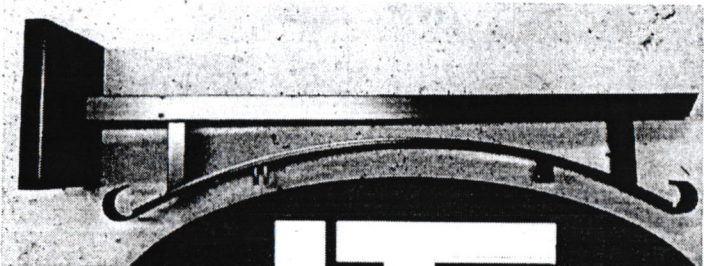
vote:llc

## **DESCRIPTION**

### **SIGNS PROJECTING FROM BUILDING INTO MARKET STREET ABOVE FRONT ENTRANCE 246 MARKET STREET**

Market Street southerly side: Sign four feet wide by two feet high attached to an aluminum bracket, extending five feet from the face of existing building, approximately ten feet above sidewalk, to the left of the main entrance of the building.

**“EXHIBIT A”**



Welded aluminum bracket and sign.  
Mount to building in same place as existing.  
Non Illuminated.



24"

Applied 3M vinyl graphics (Both Sides)

48"

Raised FCO graphics (Both Sides)

**ACME  
SIGN**

*Custom Sign  
Advertising*

3 Lakeland Park  
Peabody, MA 01960

**(978) 535-6600**

Fax (978) 536-5051

**acmesigncorp.com**



DATE: October 3, 2018

STREET: 246 Market St.

TOWN: Lowell, MA

REF: Brian B

SCALE: None



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**110 VOLTS**

Primary Electrical To Sign  
Is To Be Provided By Others.  
20 Amp Dedicated Circuit With  
No Shared Neutrals And A Ground  
Returning To The Panel Is Required  
For All Installations.



Colors Represented In This Drawing  
Are For Presentation Purposes Only.  
They Will Not Match Your Finished  
Product Perfectly. Color Call-Outs  
Are For A Match As Close As Possible.

REVISED	DATE

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PRELIMINARY  
 FINAL ACCEPTANCE

118"



## City of Lowell - Law Department

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Christine P. O'Connor  
*City Solicitor*

Rachel M. Brown  
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Gary D. Gordon  
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Adam LaGrassa  
Hannah Pappenheim  
Elliott J. Veloso  
*Assistant City Solicitors*

January 10, 2019

City Manager Eileen M. Donoghue  
Mayor William Samaras  
and  
Members of the City Council

Re: License Agreement

Dear Manager Donoghue, Mayor Samaras and Members of the City Council:

Enclosed please find a License Agreement for Lowell Telecommunications Corporation to encroach on City property at 246 Market Street for an overhanging sign at this business.

The design has been approved by the Historic Board and reviewed by the City Engineer.

Very truly yours,

Christine P. O'Connor  
City Solicitor