

City of Salem, Massachusetts



“Know Your Rights Under the Open Meeting Law, M.G.L. c. 39 §23B, and City Ordinance Sections 2-2028 through 2-2033.”

The City Council Committee on Ordinances, Licenses & Legal Affairs coposted with Committee of the Whole

met in the Council Chamber on Thursday, February 9, 2012 at 6:30 P.M.

for the purpose of discussing the matter(s) listed below. Notice of this meeting was posted on February 2, 2012 at 5:48 P.M.

(This meeting is being recorded.)

ATTENDANCE

ABSENT WERE: NONE

SUBJECT(S)

Granting certain licenses (Public Guides, Second Hand Clothing, Second Hand Valuable, Tag Day

#16 - Lease Agreement w/ House of Seven Gables for SHS Prep Program (COPOSTED Matter)

x16 C/O'Keefe. moved to approve.
P. McCarthy seconds
UNAN - voted to

C/McCarthy moved to approve
C/O'Keefe seconds
UNAN - voted

On the motion of C.

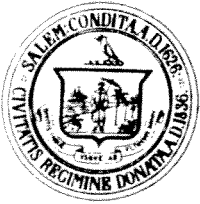
M. Conity

the meeting adjourned at 6.50 P.M.

[Signature]

(Chairperson)

#16



CITY OF SALEM

In City Council,

January 12, 2012

Ordered:

The Mayor and Superintendent of Schools, on behalf of the Salem PREP Program, are hereby authorized to enter into an agreement with the House of the Seven Gables Settlement Association for the lease of classroom space for a term commencing January 2, 2012 and ending December 31, 2014, with an option to renew the lease agreement for two additional years, in one year increments.

*Superintendent Dr. Russell
Paul L'Hannan Dir. of all sources
John Buo Mayor Ma. Littlefield.*

In City Council January 12, 2012
Received after the deadline of Tuesday noon under suspension of the rules
Referred to the Committee on Ordinances, Licenses & Legal Affairs co-posted
with Committee of the Whole

*32 students - Salvo?
See footnote?
Rate per ft. @ 11.12
With Covid - intubation.*

ATTEST:

CHERYL A. LAPOINTE
CITY CLERK



CITY OF SALEM, MASSACHUSETTS

Kimberley Driscoll
Mayor

2012 JAN 12 P 12:50
CITY OF SALEM, MA
CLERK'S OFFICE

January 12, 2012

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Ladies and Gentlemen of the City Council:

Enclosed herewith is a proposed lease agreement between the City of Salem and the House of the Seven Gables that would allow Salem High School Preparatory Program to use the Settlement House, 114 Derby Street, for three years with the option to renewal for two additional years.

Salem Prep needs to be relocated because of pending construction at Collins Middle School. The Settlement House formerly served as a teen drop-in center and is large enough to accommodate the Salem Prep program. The House of the Seven Gables has agreed to lease the building to the City at a cost of \$100,000 per year, which would provide a temporary home for the Salem Prep program and will continue the tradition of the Settlement House being used for educational purposes.

I support the approval of this lease and encourage your support of this proposal.

Sincerely,

A handwritten signature in black ink that reads "Kim Driscoll".

Kimberley Driscoll
Mayor

Salem Prep

Salem Prep is a highly structured, intensive therapeutic learning environment for students with a history of social-emotional and behavioral disabilities who have experienced difficulty within a large public high school. The program is highly structured, safe, and focused on academic achievement, social/emotional growth, and vocational skill development. Students will have multiple opportunities to experience success, reduce their emotional vulnerability, and grow socially within their community and school district.

The program consists of three types of services: The first is a 45-day program which allows students to be observed and evaluated in a self-contained classroom answering the Teams concerns prior to final placement decisions. The second class is also self-contained for the more emotionally fragile youth whose fears and anxieties require small grouping and education with the same instructor. The remaining 4 classrooms allow students opportunities to attend core academic classes, electives, and credit recovery classes.

Overall the focus of Salem Prep is on a strong academic, standards based curriculum: English, Math, Science, Social Studies and Health with specially designed instruction to address individual learning challenges. The curriculum supports preparation for MCAS Assessments and provides ample opportunities for academic and social success. Students will have opportunities to integrate in classes at SHS as deemed appropriate.

Student Population: Serves students ages 14-22 or upon high school graduation with primary social/emotional disability and/or other educational disabilities requiring strong behavioral support.

Program Components:

- Academic Program
- Work Study Program: Vocational/career exploration & placement in the community
 - with internships in the community within retail, food and service industry, etc. that begin with internships then earned opportunities for vocational placement in community
- Family Support Services:
 - Case management, referral for private therapy and other services
 - Parental consultation meetings are scheduled on a case-by-case basis
- Mental Health Services:
 - Group: Anger Management; Decision Making; & Problem Solving
 - Individual and Group Counseling, as well as Crisis Intervention
 - Behavior Management System & Consultation Program to address individual needs focused on positive reinforcement with weekly personal goals and level point system toward earning privileges.

011 JAN - 3 P 1:25

COMMERCIAL LEASE AGREEMENT CITY OF SALEM, MA
CLERK'S OFFICE

This Commercial Lease Agreement ("Lease") is made and effective December 28, 2011, by and between The House of the Seven Gables Settlement Association (Landlord) and The City of Salem Public School Department (Tenant).

Landlord is the owner of land and improvements commonly known and numbered as 114 Derby Street, Salem, Massachusetts and legally described as follows (Building): The building is situated on two contiguous parcels of land situated on the northerly side of Derby Street and the westerly side of Turner Street in Salem, Essex County, Massachusetts. The subject property consists of recorded land and is more specifically described in Book 5413, Page 718 at the Essex South District Registry of Deeds as follows: Book 5413, Page 718. The land in said SALEM, together with the buildings thereon, bounded and described as follows: Beginning at said corner and running Westerly by Derby Street, the buildings thereon, bounded and described as follows: Beginning at said corner and running Westerly by Derby Street, eighty and 7/10 (80.7) feet to land formerly of Bertram Home for Aged Men; thence turning and running Northerly by said land formerly of Bertram Home for Aged Men, eighty-one and 27/100 (81.27) feet to land now or late of Buckley; thence turning and running Easterly by said land now or late of Buckley, eighty and 44/100 (80.44) feet to Turner Street; thence turning and running Southerly by Turner Street, eighty-four and 70/100 (84.70) feet to Derby Street and the point begun at. Being the same premises conveyed to the Trustees of Sons of Poland Associates, by Bertram Home for Aged Men, by deed dated October 20, 1928, recorded in said Registry of Deeds, Book 2784, Page 316.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning the second of January, 2012 and ending the thirty-first day of December, 2014. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Landlord or Tenant may terminate the Lease agreement with no less than one hundred eighty (180) days written notice, without penalty and rent shall abate for period of occupancy, but no less than the one hundred and eighty day (180) period following the notice of termination.

C. Tenant may renew the Lease for two extended terms of one year. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than six (6) months prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$100,000 per year, payable in installments of \$8,333.33 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 115 Derby Street, Salem, MA 01970 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

B. The rental for any renewal lease term, if created as permitted under this Lease, may be adjusted according to the Consumer Price Index (North of Boston), but in no event greater than three (3%) percent. The renewal rate shall be \$103,000 per year payable in installments of \$8,583.33 per month.

C. A First and Last Month payment and Security Deposit in the amount of one month's rental payment shall be provided by the Tenant to the Landlord in the amount of \$24,999.99 at the initial start of this Lease. The portion of the Security Deposit payment, in the amount of \$8,333.33, shall be refunded to the Tenant, by the Landlord, at a time and date no later than the conclusion of the initial three year Lease Period, which expires on December 31, 2014, or may be applied to the first monthly rental payment of a new term if the lease is extended beyond December 31, 2014.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Maintenance.

The Landlord shall be responsible for general maintenance of the exterior of the building and structural repair of the building premises.

7. Cleaning, Janitorial Services:

The Tenant, at its sole expense, shall provide cleaning and janitorial service, to the leased premises to keep it in clean and good order.

8. Snow and Ice Removal

The Landlord, at its sole expense, shall keep pedestrian access to the premises and building free of ice and snow.

9. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

10. Property Taxes.

The Landlord is a non-profit 501(c)(3) corporation as designated by the Internal Revenue Service and is a registered charity with the Commonwealth of Massachusetts, as such the Landlord is exempt from all property tax on the building and parcel.

11. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

17. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

18. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

19. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

20. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

21. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been

paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

22. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

The House of the Seven Gables Settlement Association
115 Derby Street
Salem, MA 01970

If to Tenant to:

Salem Business Manager's Office
Collins Middle School
29 Highland Avenue
Salem, MA 01970

City of Salem
Purchasing Office
120 Washington St., 3rd Floor
Salem, MA 01970

Mayor Kimberley Driscoll
City of Salem
93 Washington Street
Salem, MA 0970

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

23. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

24. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

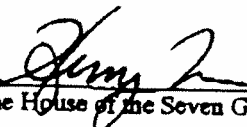
25. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.


26. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



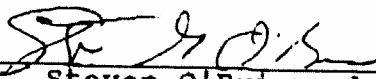
The House of the Seven Gables




Kimberley Driscoll, Mayor



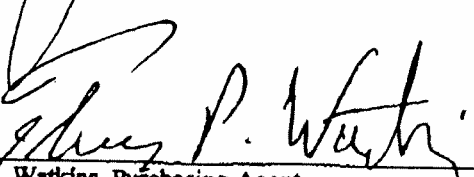
Dr. Stephen Russell, School Superintendent



Dr. Steven O'Brien, Asst. Supt.



Richard Vischy, Finance Director



Thomas P. Watkins, Purchasing Agent

As to form:



Elizabeth Renhard, Esq., City Solicitor



City of Salem, Massachusetts

Office of the City Council
City Hall

COUNCILLORS-AT-LARGE

2012

KEVIN R. CARR, JR.
THOMAS H. FUREY
JOAN B. LOVELY
ARTHUR C. SARGENT III

JOAN B. LOVELY
PRESIDENT

CHERYL A. LAPOINTE
CITY CLERK

WARD COUNCILLORS

2012

ROBERT K. MCCARTHY
MICHAEL SOSNOWSKI
TODD A. SIEGEL
JERRY L. RYAN
JOSH H. TURIEL
PAUL C. PREVEY
JOSEPH A. O'KEEFE, SR.

January 27, 2012

Ms. Bonnie Celi
Collector
Collectors Office
City of Salem
Salem, MA 01970

Dear Ms. Celi:

Attached is a list of license applicants. Would you please check to see if anyone on this list owes the City any money for taxes, water & sewer, fines, etc.

Please report back to the City Clerks office, Room 1, by Tuesday, February 7, 2012.

Yours truly,

A handwritten signature in cursive script that reads "Cheryl A. Lapointe".

CHERYL A. LAPOINTE
CITY CLERK

JANUARY 26, 2012

PETITIONS

The following license applications

PUBLIC GUIDES

①
②

Patrick Curran, 9 Rockland Rd., Danvers ✓✓
Ronald Olson, 154 Lafayette St., Marblehead ✓✓

SECOND HAND CLOTHING

③

Re-Find, 244 Washington St., Salem ✓✓

SECOND HAND VALUABLE

④

Once & Again, 45 Bridge St., Salem ✓✓

TAG DAYS

~~Salem Academy Charter School, 3/23/12, 3/24/12, 3/25/12, 4/27/12, 4/28/12, 4/29/12~~

Action Contemplated

Councillor Sosnowski

~~Moved refer to the Committee on Ordinances, Licenses & Legal Affairs~~

Voted

The following license applications

LIMOUSINES

~~Tri City Services, Inc., 55R Walnut St., Peabody (4)
Witch City Taxi, 63 Jefferson Ave., Salem (2)~~

TAXI CABS

~~North Shore Taxi Inc., 27 Walnut St., Peabody (5)
Salem Community Transport, 117 Lafayette St., Salem (1)
Tri City Services, Inc., 55R Walnut St., Peabody (7)
Witch City Taxi, 63 Jefferson Ave., Salem (2)~~

TAXI OPERATORS

~~Jesus Rosario, 42 Park St., Salem
Evangelis Rodriguez, 114 Central St., Peabody
Jon Kimball, 2 Lowe St., Peabody
Ramon Espinal, 16 Aborn St., Peabody
Juan Stepan, 249 Loring Ave, Salem~~

LICENSES CONT'D NEXT PAGE

JANUARY 26, 2012

PETITIONS

The following License application

TAXI OPERATOR

David Benson, 23 Parson St., Peabody
Darryl Fanning, 66 County Rd., Ipswich

Action Contemplated

Councillor Sosnowski

Moved Denial

Voted

The following Drainlayer / Contract Operator license applications

Manter Co., Inc., 20 Popes Lane, Danvers
Peterson Construction, 210 Broadway, Lynn

Action contemplated

Councillor Sosnowski

Moved Granted

Voted

The following Claims

(3)
(6)

Mark Kilczewski, 12 Cousins St., Salem ✓✓
Arlene Lemack, c/o Robin Miller, 52 Harrison Ave., Swampscott ✓✓

Action contemplated

Councillor Sosnowski

Moved Refer to Committee on Ordinances,
Licenses & Legal Affairs

Voted