

**CITY OF WOBURN
MARCH 8, 2011 – 7:45 P.M.
SPECIAL MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS, WOBURN CITY HALL**

Roll Call

Anderson	Gately
DiTucci	Haggerty
Drapeau	Mercer-Bruen
Gaffney	Raymond
Denaro	

Pursuant to Title III, Section 12 and Section 15 of the Charter of the City of Woburn, His Honor the Mayor has called a SPECIAL MEETING of the City Council for the purpose of voting on a proposed Order authorizing the Mayor to enter a lease of the Clapp School building to SEEM Collaborative, voting on an Order to accept M.G.L. Ch. 40, Section 3 to require rental proceeds to be retained by the School Department for upkeep and maintenance of their facilities, and for any other matter legally before the City Council.

On the Order to authorize the Mayor to enter into a lease of the Clapp School, so called, to the SEEM Collaborative for a term of three years, with two, one-year options, and upon such terms and conditions as are consistent with the “Parameters for Proposed Lease Agreement with SEEM Collaborative” attached thereto as Exhibit A. Mayor Galvin appeared and stated that this matter was discussed at length at the Committee on Finance Meeting held the previous night, that this is a three step process, that the School Committee determined that the building is needed for educational purposes, that the second step is City Council authorization of the lease, and that the third step is the SEEM Collaborative will decide whether to locate in Woburn or in another competing community. Alderman DiTucci stated that she would abstain from participating in the discussion, stepped down from the legislative area and sat in the public gallery in the Council Chamber. Motion made and 2nd to take the Orders from the Committee on Finance, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Motion made and 2nd that the Orders be made part of the record, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Alderman Gately stated that he would seek to add to the parameters of the lease agreement. Mayor Galvin stated that the parties to the lease are the City of Woburn and SEEM Collaborative, that the rent will be \$170,000.00 the first year, \$173,000.00 the second year and \$176,000.00 the third year, that the parameters originally stated that the rent would be “not less than \$150,000.00” so that other communities were not aware of the negotiated terms, that he is not aware as to whether SEEM Collaborative has any motor vehicles, that SEEM Collaborative will obtain its own liability insurance for all purposes, and that he is not certain whether SEEM Collaborative will have vehicles parked on site. Alderman Gately stated that any vehicles should be registered in the city of Woburn, and that if a livery permit is required to operate any of its vehicles SEEM Collaborative should be aware that the city is at the maximum number of livery licenses that can be issued. Mayor Galvin stated that

the school is grades Kindergarten through Eight with a maximum of eighty children, that he is not aware of the required staffing levels, that seventy parking spaces should be sufficient however adding a condition that sufficient onsite parking be provided can be added, and that SEEM Collaborative will be responsible for repairs and maintenance. Alderman Gately stated that a water meter should be installed and the account billed at commercial rates. Mayor Galvin stated that a condition regarding a water meter is acceptable, and that a condition can be added that snow will be removed from the site or that snow will not be pushed onto the streets. Alderman Galvin stated that he spoke the School Department Building Facilities Director David Dunkley and that he stated there was no need to replace the roof on the Clapp School building. Alderman Gately stated that he was concerned that the roof will fail and the city will have to pay for the replacement. Mayor Galvin stated that the roof is older like many of the other school buildings, that the city will not be responsible for the costs of installing air conditioning, that the emergency use of Hudson Street may be for an emergency such as someone in a wheelchair but that he cannot envision another reason to do so, and that the parking spaces will be lined in accordance with applicable codes. Alderman Gately stated that if the parking lot is amended or enlarged that a new permit for grading will have to be obtained. Mayor Galvin stated that he does not agree with that condition regarding a permit being necessary relative to parking changes, and that he does agree that the building could not be subleased. Motion made and 2nd that the Lease be amended as follows: by adding a new paragraph 7 to read “7. There shall be no subleases”, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Motion made and 2nd that the Lease be amended as follows: by adding a new paragraph 8 to read “8. That no motor vehicles shall be parked on the premises overnight”, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Motion made and 2nd that the Lease be amended as follows: by adding a new paragraph 9 to read “9. That there shall be sufficient onsite parking for lessee’s staff and visitors”, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Motion made and 2nd that the Lease be amended as follows: by adding a new subparagraph 5F to read “5F. Lessee shall pay for all water charges and a water meter shall be installed under the commercial water meter program and billed at the commercial rate”, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Motion made and 2nd that the Lease be amended as follows: by adding a new subparagraph 5G to read “5G. A snow removal plan shall be filed with the Mayor’s office and removal will be in accordance with the snow removal plan”, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Motion made and 2nd that the Lease be amended as follows: by adding a new subparagraph 5H to read “5H. Under no circumstances shall the city be obligated to provide air conditioning”, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Motion made and 2nd that the Lease be amended as follows: by amending a new subparagraph 5I to read “5I. to add after the word ‘emergencies’ the words ‘(ex. wheelchair access)’”, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Motion made and 2nd that the Lease be amended as follows: by adding a new paragraph 10 to read “10. Hours of operation for student related school activities shall be 7:00 a.m. to 5:00 p.m. weekdays”, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Motion made and 2nd that the Lease be amended as follows: by adding a new subparagraph 5J to read “5J. Lessee shall be responsible for any costs associated with the Americans with Disabilities Act of 1990 as amended to the extent applicable”, 8 in favor, 0 opposed, 1 absent (DiTucci absent). Motion made and 2nd that the ORDER be ADOPTED, AS AMENDED, ROLL CALL: Anderson – Yes, DiTucci – Absent, Drapeau – No, Gaffney – Yes, Gately – No, Haggerty – Yes, Mercer-Bruen - Yes, Raymond – No, Denaro – Yes. MOTION PASSES.

Presented to the Mayor: March 10, 2011

s/Scott D. Galvin March 10, 2011

Alderman DiTucci returned to the legislative area in the Council Chamber.

On the Order to accept Mass the provisions of Massachusetts General Laws, Chapter 40, Section 3 relative to monies received from rental of lease of school buildings. Motion made and 2nd that the MATTER be REFERRED TO COMMITTEE ON FINANCE, all in favor, 9-0.

Motion made and 2nd to ADJOURN, all in favor, 9-0. Meeting adjourned at 8:14 p.m.

A TRUE RECORD ATTEST:

William C. Campbell
City Clerk and Clerk of the City Council