



AGENDA PACKET

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 12, 2024 7:00 PM**

**EVERETT CITY HALL, 484 BROADWAY, CITY COUNCIL CHAMBERS, 3RD FLOOR
EVERETT, MA 02149**



AGENDA

REGULAR MEETING OF THE CITY COUNCIL TUESDAY, NOVEMBER 12, 2024 7:00 PM

EVERETT CITY HALL, 484 BROADWAY, CITY COUNCIL CHAMBERS, 3RD FLOOR
EVERETT, MA 02149

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

1. **C0347-24** Public Hearing/s/ Councilor Robert J. Van Campen, as President

A petition from National Grid requesting permission to relocate JO Pole #1049-0 approximately 35 feet southeast to address a future clearance issue regarding the service drop to 10 Thorndike Street

PUBLIC PARTICIPATION

COMMUNICATIONS FROM HIS HONOR THE MAYOR

2. **C0345-24** Order/s/ Councilor Robert J. Van Campen, as President

An order requesting approval to accept and expend a donation from Mastrocola Insurance Agency in the amount of \$500.00 to Youth Development and Enrichment in support of their Holiday Family Resource Fair

3. **C0348-24** Order/s/ Councilor Robert J. Van Campen, as President

An order requesting approval to accept a donation from Ocean State Job Lots in the amount of \$970.00 which represents the amount discounted from the purchase of toys for the 2024 Annual Toy Drive

4. **C0349-24** Order/s/ Councilor Robert J. Van Campen, as President

An order requesting approval to accept a donation from Everett Supply and True Value Hardware of the use of a U-Haul Rental Truck for the purpose of picking up toys purchased for the City's Annual Toy Drive. The value of this donation is \$100.00

5. C0350-24 Order/s/ Councilor Robert J. Van Campen, as President

An order requesting approval to accept and expend donations totaling \$165.00.00 from City of Everett employees during the months of September and October for the Fire Victims Fund. Employees are given the opportunity to wear jeans on Thursdays by making a \$5.00 to the Fire Victims Fund

6. C0360-24 Order/s/ Councilor Robert J. Van Campen, as President

An order requesting approval to accept and expend a grant from the Massachusetts Department of Transportation in the amount of \$500,000 for the purpose of reconstructing sidewalks, bus stops and provide other roadway improvements on Broadway between Maple Avenue and Timothy Avenue

7. C0362-24 Order/s/ Councilor Robert J. Van Campen, as President

An order requesting confirmation on promoting the following Everett Police Department personnel :Lieutenant Sean Bagley to Captain, Lieutenant Paul Molea to Captain, Sergeant William Fox to Lieutenant, Sergeant Robert Hall to Lieutenant, Officer Nicholas Crowell to Sergeant, Officer Stephen Sabella to Sergeant

8. C0363-24 Order/s/ Councilor Robert J. Van Campen, as President

An order requesting confirmation on the appointment of Jamey Thompson to the Everett Police Department.

9. C0364-24 Order/s/ Councilor Robert J. Van Campen, as President

That in accordance with Section 3-3 of the City Charter and, Article 5 of the City of Everett Administrative Code, I hereby appoint, subject to confirmation by the City Council, the following individuals as members of the Transportation Advisory Board for a term of one (1) year expiring November 12, 2025: Katharina Bormann, Pharm D, Maurose Denis, Jarod Evenson, Jo Oltman, Aya Oulal , Andrea Porras, Derek Shooster

10. C0365-24 Order/s/ Councilor Robert J. Van Campen, as President

I hereby appoint subject to confirmation by the City Council, pursuant to Massachusetts General Laws Chapter 31, Section IV (C) (II) (a) of the City's Administrative Code and Article II, Section 8-60 of the Revised General Ordinances, Acting Fire Chief Joseph M. Hickey to the position of permanent Fire Chief in the Everett Fire Department effective November 12, 2024 for a term of three (3) years

PETITIONS AND LICENSES

11. C0355-24 Petition/s/ Councilor Robert J. Van Campen, as President

A petition requesting the renewal of a class two motor vehicle dealer license for Affordable Auto Mechanic Inc. at 83 Vine Street

12. C0356-24 Petition/s/ Councilor Robert J. Van Campen, as President

A petition requesting the renewal of a class two motor vehicle dealer license for Best Cars Auto Sales at 3 Everett Ave

13. C0357-24 Petition/s/ Councilor Robert J. Van Campen, as President

A petition requesting the renewal of a class two motor vehicle dealer license for Circle Auto Body Inc. at 26 Thorndike Street

14. C0358-24 Petition/s/ Councilor Robert J. Van Campen, as President

A petition requesting the renewal of a class two motor vehicle dealer license for Parkway Auto Sales at 1673 Revere Beach Pkwy

15. C0359-24 Petition/s/ Councilor Robert J. Van Campen, as President

A petition requesting the renewal of a class two motor vehicle dealer license for Parway Motor Sales at 2034 Revere Beach Pkwy

UNFINISHED BUSINESS

16. C0158-24 Resolution/s/ Councilor Holly D. Garcia

That contractors that work in the city have a designated staging area for their equipment and construction materials when they are going to be working in a designated area for more than three days.

17. C0249-24 Resolution/s/ Councilor Robert J. Van Campen & the Entire Membership of the City Council

That the Inspectional Services Department strictly enforce all front-yard parking violations throughout the City of Everett.

18. C0321-24 Resolution/s/ Councilor Peter Pietrantonio

That the DPW Director appear at the next meeting to update the Council on how the DPW is doing

19. C0326-24 Resolution/s/ Councilor Stephanie Martins

That the administration and/or engineering department consider creating a list of standards or a final punch list for construction sites across the city and actually check each site prior to payment being released to make sure job sites are cleaned up and built to satisfaction

20. C0335-24 Resolution/s/ Councilor Robert J. Van Campen

That the Administration provide the City Council with copies of any lease, rental or operating agreements in effect at the former Everett High School by and between the City of Everett and the Broadway Boxing Club, and the City of Everett and the Elliot Family Resource Center

21. C0336-24 Resolution/s/ Councilor Robert J. Van Campen, Councilor Holly D. Garcia

That the Administration provide the City Council with an update on its ongoing efforts to reclaim the former Everett High School for expanded school purposes, including the relocation of certain other non-educational uses within the facility, and the reuse and redevelopment of the former Pope John property

22. C0341-24 Resolution/s/ Councilor Robert J. Van Campen

That the Director of Planning & Development provide an update and timeline of the ongoing Zoning Ordinance re-codification process, as well as a schedule for any public/community outreach meetings

23. C0342-24 Resolution/s/ Councilor Robert J. Van Campen, Councilor Katy Rogers

That the tree warden for the City of Everett provide the City Council with the process, procedure and timeframe that is followed when determining the removal and/or placement of public shade trees throughout the City

NEW BUSINESS

24. C0351-24 Resolution/s/ Councilor Robert J. Van Campen

In the interest of public safety - and where it serves as a gateway into Swan Street Park - that the Department of Public Works and Engineering Department determine the feasibility of a raised intersection at Kinsman, Wall and Tappan Streets

25. C0352-24 Resolution/s/ Councilor Robert J. Van Campen

That the Director of Planning & Development provide an explanation and summary of the Affordable Housing Linkage Fee Program, including all revenues collected since its inception, the current balance in the Affordable Housing Linkage Fee Revolving Fund, and an itemization of the investments in affordable housing that have been made through this critical program since its creation.

26. C0353-24 Resolution/s/ Councilor Robert J. Van Campen

In the interest of greater transparency, that the resumes and any other materials reviewed in connection with an applicant presented by the Administration for consideration and appointment by the City Council, be provided as part of the agenda item submission

27. C0354-24 Resolution/s/ Councilor Robert J. Van Campen, Councilor Peter Pietrantonio, Councilor Guerline Alcy Jabouin

That the Administration take immediate steps to improve the senior meals program, including potentially terminating the current contract and engaging a new vendor.

28. C0361-24 Resolution/s/ Councilor Peter Pietrantonio

That the Elections Director appear at the next meeting to give an update on any issues that may have occurred during the election, as well as anything that could be done in the future to make it run better.

ADJOURNMENT

www.cityofeverett.com

(All agendas and reports can be obtained on City of Everett Website)

Respectfully submitted:

Michael J. Mangan

Legislative Aide
Everett City Council Office



C0347-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

National Grid to install one JO pole on Thorndike Street

Background and Explanation:

Attachments:



October 28th, 2024

To the City Council of Everett, Massachusetts

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit, please contact:

Bo Hua Ching Weng bohua.chingweng@nationalgrid.com

Please notify National Grid's Alyssa Jones of the **hearing date/time** to

Alyssa.jones@nationalgrid.com

If this petition meets your approval, please return an executed copy to:

National Grid: Alyssa Jones; 1101 Turnpike Street, North Andover, MA 01845

Very truly yours,

Nick Memmolo

Nick Memmolo

Distribution Design Supervisor

Enclosures

Questions contact -Bo Hua Ching Weng bohua.chingweng@nationalgrid.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council
Of Everett, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Thorndike Street - National Grid to relocate 1 JO pole on Thorndike Street beginning at a point approximately 131 feet Southeast of the centerline of the intersection of Bow Street and Thorndike Street and continuing approximately 35 feet in a Southeasterly direction. National Grid to relocate pole #1049-0 about 35 feet southeast to clear a future clearance issue regarding the service drop to 10 Thorndike Street, Everett, MA.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked - Thorndike Street - Everett, Massachusetts.

No.# 31032275

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Nick Memmolo*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.

BY *AS* _____
Manager / Right of Way

September 26, 2024

Questions contact -Bo Hua Ching Weng bohua.chingweng@nationalgrid.com

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the City Council - Everett, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 20th day of September, 2024.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Thorndike Street - Everett, Massachusetts.

No.# 31032275

Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Thorndike Street - National Grid to relocate 1 JO pole on Thorndike Street beginning at a point approximately 131 feet Southeast of the centerline of the intersection of Bow Street and Thorndike Street and continuing approximately 35 feet in a Southeasterly direction. National Grid to relocate pole #1049-0 about 35 feet southeast to clear a future clearance issue regarding the service drop to 10 Thorndike Street, Everett, MA.

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the

Of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 ____.

City/Town Clerk.

Massachusetts

20 ____.

Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

Attest:

City/Town Clerk

I hereby certify that on _____ 20 ____, at _____ o'clock, M
At _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND,
INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded,
and that we mailed at least seven days before said hearing a written notice of the time and place of
said hearing to each of the owners of real estate (as determined by the last preceding assessment
for taxation) along the ways or parts of ways upon which the Company is permitted to erect
Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of
Massachusetts, on the _____ day of 20 ____ and recorded with the records of location
orders of the said City, Book _____, and Page _____. This certified copy is made under
the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

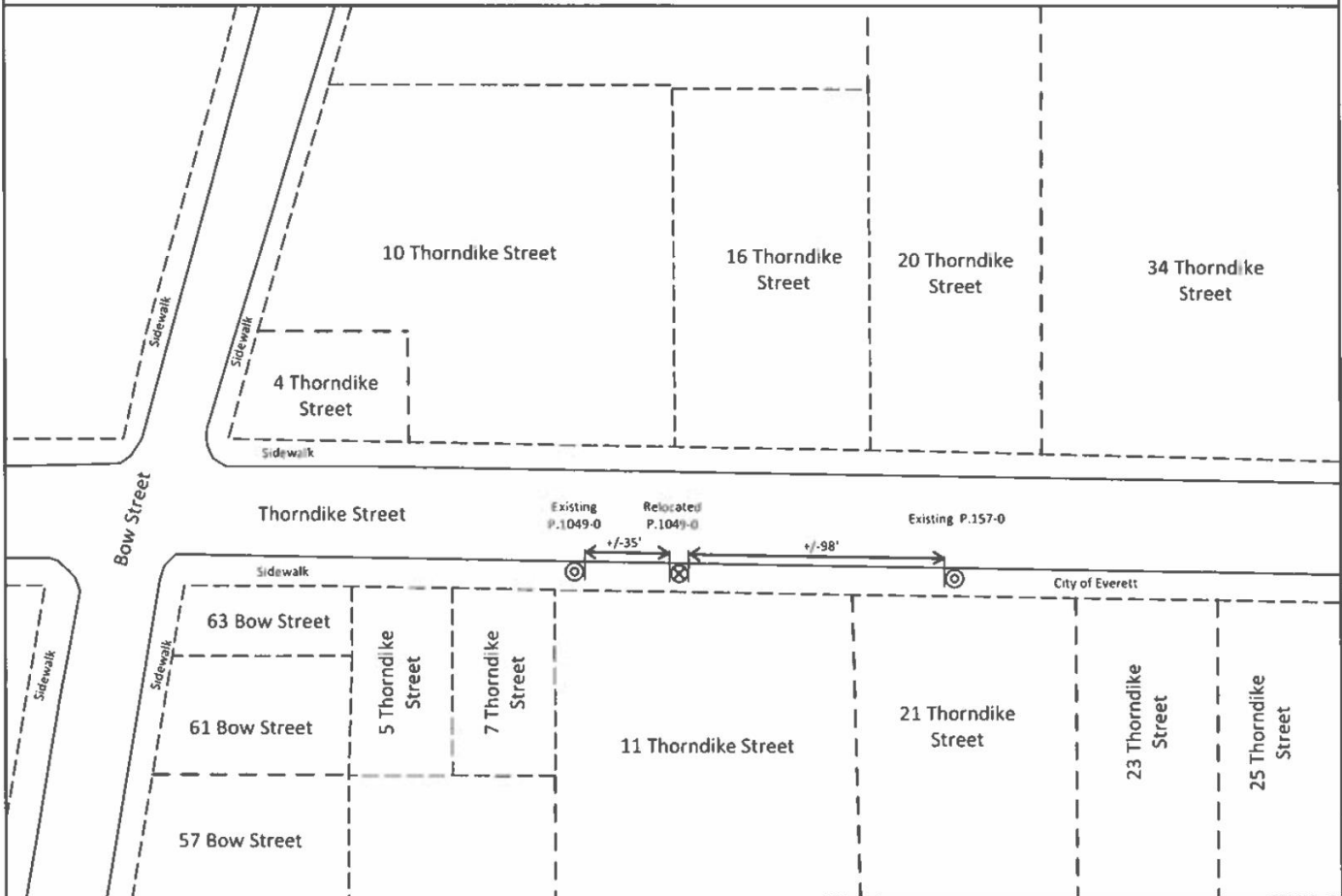
Attest:

City/Town Clerk



EXHIBIT A – NOT TO SCALE
 The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.

10 Thorndike Street
 Everett, MA



NOT TO SCALE

LEGEND

Existing Pole
 Relocated Pole
 Property Line
 Existing

PETITION

10 Thorndike Street Everett, MA

SKETCH TO ACCOMPANY
 PETITION (1 of 1):

Date: 09.20.2024
 Designer: CHINGB
 W/R: 31032275

nationalgrid



C0345-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

An order requesting approval to accept and expend a donation from Mastrocola Insurance Agency in the amount of \$500.00 to Youth Development and Enrichment in support of their Holiday Family Resource Fair

Background and Explanation:

Attachments:



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

October 28, 2024

Honorable City Council
484 Broadway
Everett, MA 02149

Dear Honorable Members:

I hereby submit for your consideration an order to accept and expend a donation from Mastrocola Insurance Agency in the amount of \$500.00 to Youth Development and Enrichment in support of their Holiday Family Resource Fair.

I recommend your favorable passage of this order.

Respectfully submitted,

Carlo DeMaria
Mayor



October 28, 2024
City of Everett, Massachusetts
CITY COUNCIL

Offered By: _____
Councilor Robert VanCampen, as President

Bill Number:
Bill Type: Order

Be it
Ordered: BY City Council OF THE CITY OF EVERETT, as
follows:

to accept and expend a donation from Mastrocola Insurance Agency in the amount of \$500.00 to Youth Development and Enrichment in support of their Holiday Family Resource Fair.



C0348-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

An order requesting approval to accept a donation from Ocean State Job Lots in the amount of \$970.00 which represents the amount discounted from the purchase of toys for the 2024 Annual Toy Drive

Background and Explanation:

Attachments:



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

October 31, 2024

Honorable City Council
484 Broadway
Everett, MA 02149

Dear Honorable Members:

I hereby submit for your consideration an order to accept a donation from Ocean State Job Lots in the amount of \$970.00 which represents the amount discounted from the purchase of toys for the 2024 Annual Toy Drive.

Thank you for your favorable consideration.

Respectfully submitted,

Carlo DeMaria
Mayor



October 31, 2024
City of Everett, Massachusetts
CITY COUNCIL

Offered By: _____
Councilor Robert VanCampen, as President

Bill Number:
Bill Type: Order

Be it
Ordered: BY City Council OF THE CITY OF EVERETT, as
follows:

to accept a donation from Ocean State Job Lots in the amount
of \$970.00 which represents the amount discounted from the
purchase of toys for the 2024 Annual Toy Drive.



C0349-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

An order requesting approval to accept a donation from Everett Supply and True Value Hardware of the use of a U-Haul Rental Truck for the purpose of picking up toys purchased for the City's Annual Toy Drive. The value of this donation is \$100.00

Background and Explanation:

Attachments:



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

October 31, 2024

Honorable City Council
484 Broadway
Everett, MA 02149

Dear Honorable Members:

I hereby submit for your consideration an order to accept a donation from Everett Supply and True Value Hardware of the use of a U-Haul Rental Truck for the purpose of picking up toys purchased for the City's Annual Toy Drive. The value of this donation is \$100.00.

Thank you for your favorable consideration.

Respectfully submitted,

Carlo DeMaria
Mayor



October 31, 2024

City of Everett, Massachusetts
CITY COUNCIL

Offered By: _____
Councilor Robert VanCampan, as President

Bill Number:
Bill Type: Order

Be it
Ordered: BY City Council OF THE CITY OF EVERETT, as
follows:

to accept a donation to the City of Everett from Everett Supply and True Value Hardware of the use of a U-Haul Rental Truck for the purpose of picking up toys purchased for the City's Annual Toy Drive. The value of this donation is \$100.00.



C0350-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

An order requesting approval to accept and expend donations totaling \$165.00.00 from City of Everett employees during the months of September and October for the Fire Victims Fund. Employees are given the opportunity to wear jeans on Thursdays by making a \$5.00 to the Fire Victims Fund

Background and Explanation:

Attachments:



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR

484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

October 31, 2024

Honorable City Council
484 Broadway
Everett, MA 02149

Dear Honorable Members:

I hereby submit for your consideration an order to accept and expend donations totaling \$165.00.00 from City of Everett employees during the months of September and October for the Fire Victims Fund. Employees are given the opportunity to wear jeans on Thursdays by making a \$5.00 to the Fire Victims Fund. These funds are collected weekly.

I recommend your favorable passage of this order.

Respectfully submitted,

Carlo DeMaria
Mayor



October 31, 2024
City of Everett, Massachusetts
CITY COUNCIL

Offered By: _____
Councilor Robert VanCampen, as President

Bill Number:
Bill Type: Order

Be it
Ordered: BY City Council OF THE CITY OF EVERETT, as
follows:

to accept and expend donations totaling \$165.00.00 from City of Everett employees during the month of August for the Fire Victims Fund. Employees are given the opportunity to wear jeans on Thursday by making a \$5.00 donation to the Fire Victims Fund. These funds are collected weekly.



C0360-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

An order requesting approval to accept and expend a grant from the Massachusetts Department of Transportation in the amount of \$500,000 for the purpose of reconstructing sidewalks, bus stops and provide other roadway improvements on Broadway between Maple Avenue and Timothy Avenue

Background and Explanation:

Attachments:



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

November 4, 2024

Honorable City Council
484 Broadway
Everett, MA 02149

Dear Honorable Members:

I hereby submit for your consideration an order to accept and expend a grant from the Massachusetts Department of Transportation in the amount of \$500,000 for the purpose of reconstructing sidewalks, bus stops and provide other roadway improvements on Broadway between Maple Avenue and Timothy Avenue

Thank you for your favorable consideration.

Respectfully submitted,

Carlo DeMaria
Mayor



November 4, 2024

City of Everett, Massachusetts
CITY COUNCIL

Offered By: _____
Councilor Robert VanCampen, as President

Bill Number:
Bill Type: Order

Be it
Ordered: BY City Council OF THE CITY OF EVERETT, as
follows:

to accept and expend a grant from the Massachusetts
Department of Transportation in the amount of \$500,000 for
the purpose of reconstructing sidewalks, bus stops and provide
other roadway improvements on Broadway between Maple
Avenue and Timothy Avenue



C0362-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

An order requesting approval to promote the following Everett Police Department personnel :Lieutenant Sean Bagley to Captain, Lieutenant Paul Molea to Captain, Sergeant William Fox to Lieutenant, Sergeant Robert Hall to Lieutenant, Officer Nicholas Crowell to Sergeant, Officer Stephen Sabella to Sergeant

Background and Explanation:

Attachments:

***CITY OF EVERETT
Office of the Mayor***

**Carlo DeMaria
Mayor**



**Everett City Hall
484 Broadway
Everett, MA 02149-3694
Phone: (617) 394-2270
Fax: (617)381-1150**

November 6, 2024

Honorable City Council
484 Broadway
Everett, MA 02149

Dear Honorable Members:

I hereby submit for your approval an order to promote the following
Everett Police Department personnel:

Lieutenant Sean Bagley to Captain
Lieutenant Paul Molea to Captain
Sergeant William Fox to Lieutenant
Sergeant Robert Hall to Lieutenant
Officer Nicholas Crowell to Sergeant
Officer Stephen Sabella to Sergeant

I recommend your favorable passage of this order.

Respectfully submitted,

**Carlo DeMaria
Mayor**



November 6, 2024
City of Everett, Massachusetts
City Council

Offered By:

Councilor Robert VanCampen, as President

Bill Number:
Bill Type: Order

Be it
Ordered: BY City Council OF THE CITY OF EVERETT, as follows:

Subject to confirmation the City Council, I hereby promote Everett Police Department personnel:

Lieutenant Sean Bagley to Captain
Lieutenant Paul Molea to Captain
Sergeant William Fox to Lieutenant
Sergeant Robert Hall to Lieutenant
Officer Nicholas Crowell to Sergeant
Officer Stephen Sabella to Sergeant



C0363-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

An order requesting confirmation on the appointment of Jamey Thompson to the Everett Police Department.

Background and Explanation:

Attachments:



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

November 6, 2024

The Honorable City Council
Everett City Hall
484 Broadway
Everett, Massachusetts 02149

Dear Honorable Members:

I hereby submit for your confirmation, an order to appoint Jamey Thompson to the Everett Police Department.

Thank you for your favorable consideration of this matter.

Respectfully submitted,

Carlo DeMaria
Mayor



November 6, 2024

City of Everett, Massachusetts
CITY COUNCIL

Offered By: _____
Councilor Robert VanCampen, as President

Bill Number:
Bill Type: Order

Be it
Ordered: BY City Council OF THE CITY OF EVERETT, as
follows:

I hereby submit for your approval the appointment of Jamey
Thompson to the Everett Police Department.



C0364-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

That in accordance with Section 3-3 of the City Charter and, Article 5 of the City of Everett Administrative Code, I hereby appoint, subject to confirmation by the City Council, the following individuals as members of the Transportation Advisory Board for a term of one (1) year expiring November 12, 2025: Katharina Bormann, Pharm D, Maurose Denis, Jarod Evenson, Jo Oltman, Aya Oulal , Andrea Porras, Derek Shooster

Background and Explanation:

Attachments:



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

November 6, 2024

The Honorable City Council
Everett City Hall
484 Broadway
Everett, MA 02149

Re: Appointment of Everett Active Transportation Advisory Board Members

Dear Honorable Members:

Please be advised that in accordance with Section 3-3 of the City Charter and, Article 5 of the City of Everett Administrative Code, I hereby appoint, subject to confirmation by the City Council, the following individuals as members of the Transportation Advisory Board for a term of one (1) year expiring November 12, 2025:

Katharina Bormann, PharmD
Maurose Denis
Jarod Evenson
Jo Oltman
Aya Oulal
Andrea Porras
Derek Shooster

The members were chosen based on a public application process conducted by the Transportation Department. All appointees reside in Everett. There is no compensation for the members serving on this board.

Thank you for your favorable consideration in this matter.

Respectfully submitted,

Carlo DeMaria
Mayor



November 6, 2024

City of Everett, Massachusetts CITY COUNCIL

Offered By: _____
Councilor Robert VanCampan, as President

Bill Number:
Bill Type: Order

Be it
Ordered: BY City Council OF THE CITY OF EVERETT, as
follows:

I hereby submit for your approval the appointment of Katharina Bormann, PharmD; Maurose Denis; Jarod Evenson; Jo Oltman; Aya Oulal; Andrea Porras; and Derek Shooster to the Everett Active Transportation Advisory Board for a term of one (1) year expiring November 12, 2025.



C0365-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

I hereby appoint subject to confirmation by the City Council, pursuant to Massachusetts General Laws Chapter 31, Section IV (C) (II) (a) of the City's Administrative Code and Article II, Section 8-60 of the Revised General Ordinances, Acting Fire Chief Joseph M. Hickey to the position of permanent Fire Chief in the Everett Fire Department effective November 12, 2024 for a term of three (3) years

Background and Explanation:

Attachments:

CITY OF EVERETT
Office of the Mayor

Carlo DeMaria, Jr.
Mayor



Everett City Hall
484 Broadway
Everett, MA 02149-3694
Phone: (617) 394-2270
Fax: (617)381-1150

November 6, 2024

Honorable City Council
484 Broadway
Everett, MA 02149

Dear Honorable Members:

I hereby appoint subject to confirmation by the City Council, pursuant to Massachusetts General Laws Chapter 31, Section IV (C) (II) (a) of the City's Administrative Code and Article II, Section 8-60 of the Revised General Ordinances, Acting Fire Chief Joseph M. Hickey to the position of permanent Fire Chief in the Everett Fire Department effective November 12, 2024 for a term of three (3) years.

Thank you for your favorable consideration.

Respectfully submitted,

Carlo DeMaria, Jr.,
Mayor



November 6, 2024
City of Everett, Massachusetts
CITY COUNCIL

Offered By: _____
Councilor Robert Van Campen, as President

Bill Number: Be it
Bill Type: Order Ordered: BY THE CITY COUNCIL OF THE CITY OF
EVERETT,

I hereby appoint, subject to confirmation by the City Council,
Acting Fire Chief Joseph M. Hickey to the position of
permanent Fire Chief in the Everett Fire Department for a 3-
year term expiring November 12, 2027.



C0355-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

A petition requesting the renewal of a class two motor vehicle dealer license from Affordable Auto Mechanic Inc. at 83 Vine Street

Background and Explanation:

Attachments:



C0356-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

A petition requesting the renewal of a class two motor vehicle dealer license for Best Cars Auto Sales at 3 Everett Ave

Background and Explanation:

Attachments:



C0357-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

A petition requesting the renewal of a class two motor vehicle dealer license for Circle Auto Body Inc. at 26 Thorndike Street

Background and Explanation:

Attachments:



C0358-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

A petition requesting the renewal of a class two motor vehicle dealer license for Parkway Auto Sales at 1673 Revere Beach Pkwy

Background and Explanation:

Attachments:



C0359-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

A petition requesting the renewal of a class two motor vehicle dealer license for Parway Motor Sales at 2034 Revere Beach Pkwy

Background and Explanation:

Attachments:



C0158-24

To: Mayor and City Council
From: Councilor Holly D. Garcia
Date: April 22, 2024

Agenda Item:

That contractors that work in the city have a designated staging area for their equipment and construction materials when they are going to be working in a designated area for more than a few days.

Background and Explanation:

Attachments:

Michael Mangan

From: Erik Swanson
Sent: Wednesday, November 6, 2024 4:04 PM
To: Holly Garcia
Cc: Robert VanCampen; Michael Mangan
Subject: RE: Items Referred to the Engineering Department

Good afternoon, Councilor Garcia:

The use of parking spaces for contractor equipment and material storage (laydown areas) is certainly a challenging problem on the crowded streets of Everett.

The large footprint of the Ferry Street project and simultaneous National Grid work has certainly put a spotlight on the issue.

With the winter around the corner, I expect a significant slowdown in construction activity – the City can catch it's collective breath.

The lull will give us a chance to address concerns such as this one, through changes to permit language and ordinances before Spring construction ramps up.

Part of a solution is, as referenced in previous emails, more strict requirements about locations, duration, and penalties regarding laydown areas. I hope to address this specific aspect by strengthening permit requirements and improved coordination with EPD and EFD.

There does need to be a better balance between resident access and a contractor's ability to complete the work.

I know the electrical subcontractor for the Ferry Street project is currently staging lighting equipment in the Pope John parking lot. I am not sure exactly when they will be leaving, but I will find out. Both the Rivergreen and Target lots are privately owned (Rivergreen is owned by Wynn).

Laydown areas are intended to be close to the work area to minimize transport/mobilization costs. For larger, longer duration projects, like national Grid, there may be some traction to providing an off-street laydown area. Smaller projects may be more difficult – moving material and equipment in, then out of the work area every day may prove to be prohibitive to the smaller contractor.

Increased mobilization/de-mobilization costs would likely be passed on to the City (or private entities who contract for such work). An hour in the morning and in the afternoon may mean construction vehicles during rush hour, and could drop their productivity by 15-20% - time equals money for contractors. Use of private parking areas may also carry a cost.

I look forward to continuing this dialog in an effort to reduce construction-related headaches for the City and its residents.

Sincerely,

Erik

From: Holly Garcia <Holly.Garcia@ci.everett.ma.us>
Sent: Tuesday, November 5, 2024 11:07 AM



C0249-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: July 22, 2024

Agenda Item:

That the Inspectional Services Department strictly enforce all front-yard parking violations throughout the City of Everett.

Background and Explanation:

Attachments:



C0321-24

To: Mayor and City Council
From: Councilor Peter Pietrantonio
Date: October 15, 2024

Agenda Item:

That the DPW Director appear at the next meeting to update the Council on how the DPW is doing

Background and Explanation:

Attachments:



C0326-24

To: Mayor and City Council

From: Councilor Stephanie Martins

Date: October 15, 2024

Agenda Item:

That the administration and/or engineering department consider creating a list of standards or a final punch list for construction sites across the city and actually check each site prior to payment being released to make sure job sites are cleaned up and built to satisfaction

Background and Explanation:

Attachments:



C0335-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: October 15, 2024

Agenda Item:

That the Administration provide the City Council with copies of any lease, rental or operating agreements in effect at the former Everett High School by and between the City of Everett and the Broadway Boxing Club, and the City of Everett and the Elliot Family Resource Center

Background and Explanation:

Attachments:



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

October 28, 2024

Honorable Robert Van Campen
President
Everett City Council
484 Broadway
Everett, Massachusetts 02149

Dear President Van Campen:

Enclosed please find documentation submitted in response to resolution **C033524** for” lease, rental or operating agreements in effect at the former Everett High School by and between the City of Everett and the Broadway Boxing Club, and the City of Everett and the Elliot Family Resource Center.”

The Eliot Family Resource Center continues as a month-to-month tenant under the terms of its original lease and its rental payment obligations remain intact. A copy of the responsive document is attached.

The City granted permission to For Kids Only (FKO) to allow them to continue to run programming during the pandemic under a prior contract with the Everett Public Schools while school facilities were closed. They have continued on a month-to-month basis since that time. The City does not collect rent from FKO for the space. A copy of the responsive document is attached.

The City does not have a lease or rent agreement with the Broadway Boxing Club and allows use of the space on a month-to-month basis. The City of Everett is listed as an additional covered party on the club’s liability insurance to protect the city from any liability associated with the club activity on the site.

Thank you.

Respectfully submitted,

Item Number 20

A handwritten signature in blue ink that reads "Carlo De Maria". The signature is written in a cursive style with a blue color.

Carlo DeMaria
Mayor

Attachments

SCHOOL FACILITY LEASE

THIS LEASE is made between Landlord (City of Everett) and Tenant (Eliot Community Human Services, Inc.) as of August 1, 2017 (herein "Lease"):

1. REFERENCE DATA and DEFINITIONS:

1.0 GENERAL REFERENCE. The premises that are the subject of this Lease ("Premises" or "Leased Premises") are situated in the Old Everett High School (the "Building") at 548 Broadway, Everett, Massachusetts 02149 (the "Property") and further described as: the first floor portion of the Premises known as the Band Room with adjacent rooms. The Leased Premises consist of the area shown on the **sketch** plan, subsequently attached hereto as **Exhibit A**. The tenant shall also have access to and use of the following:

- a. Interior Access: The hallway/vestibule at access point door shared with the YMCA, as well as the space as indicated above. However, use is strictly restricted to the portions of the Building as described above.
- b. Parking and Exterior Access: Access to parking spaces on an assigned basis, together with vehicular and pedestrian access to and egress from such parking spaces and the Building.

When used in this Lease, the following terms will have the meanings specified in this Section 1 and said terms shall be subject to the conditions and provisions contained in this Lease:

1.1. LANDLORD. City of Everett, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, with a principal office located at 484 Broadway, Everett, Massachusetts 02149.

1.2. TENANT. Eliot Community Human Services, Inc. with principle offices at 186 Bedford Street Lexington, Massachusetts 02420 .

1.3. Intentionally omitted.

1.3.1. PERMITTED USE OF LEASED PREMISES; IDENTIFICATION OF CURRENT USE. The permitted use of the Leased Premises shall be an Educational Resource Center used for those purposes and ancillary administrative office and such other uses as may be consistent with the operation of a n Educational Resource Center , and no other use or uses.

1.4 LEASEHOLD GRANT; TERM. The Landlord does hereby demise and lease unto the Tenant the Leased Premises on the terms and conditions herein stated: For a term of three (3) years (the "Initial Term"), beginning on the Commencement Date and ending on the Termination Date. In the event that the Tenant wishes to extend the lease term, this will be done in one (1) month intervals for year four beginning **August 1, 2020**. Each one (1) month extension, (and with the Initial Term, the "Term") will be subject to the terms of this Lease. Tenant must notify the Landlord in writing at least sixty (60) calendar days in advance prior to the end of the Initial Term or prior to the one (1) month Extension Term, as applicable. Landlord shall have the discretion to allow or deny any Extensions and will notify the Tenant of the decision within fifteen (15) calendar days.

1.5. COMMENCEMENT DATE. August 1, 2017

1.6. EXPIRATION AND/ OR TERMINATION DATE. July 31, 2020, unless extended according to the terms outlined above. Either Party may terminate the lease upon thirty (30) days written notice.

1.7. TENANT'S PAYMENT OF BASE RENT AND ADDITIONAL RENT. Tenant shall pay the Base Rent set forth in 1.9 below, and Additional Rent as set forth in 1.10 below. Tenant shall pay the Base Rent in equal monthly installments of one-twelfth (1/12) of the "Base Rent" in advance on the first day of each calendar month.

1.8 RENT PAYMENTS. Tenant shall pay "Base Rent" and "Additional Rent" (as defined in 1.9 and 1.10 below and collectively, "Rent") without demand or notice and without deduction, abatement, counterclaim, or set-off, except as noted herein, to Landlord, at **484 Broadway, Everett, MA, 02149** or at such other place as designated from time to time by Landlord in writing. Landlord and Tenant hereby confirm that the Base Rent and Additional Rent are not based on Tenant's income or profit derived from the Leased Premises, and that Tenant's agreement to pay Base Rent and Additional is an independent covenant. This rental payment date is designed to accommodate the internal billing protocols of the City of Everett.

1.9. BASE RENT. During the Initial Term, the Tenant shall pay to Landlord the sum of Thirty-six thousand dollars (\$36,000.00) for the first year in payments of Seven-thousand five hundred dollars (\$7,500.00) for the first three months, and One Thousand-five Hundred (\$1,500.00) for the remaining nine (9) months of the first year, which shall be paid in advance on the first of the month. During the Initial Term the Tenant shall pay to Landlord, as Base Rent, Eighteen-thousand dollars (\$18,000.00) for the second and third years in monthly installments of One Thousand-five Hundred (\$1,500.00) which shall be paid in advance on the first of the month. In the event of an extension, the Base Rent for each Month Extension Term shall be further determined, and due at the beginning of every month.

1.10 ADDITIONAL RENT. Tenant shall pay to Landlord Additional Rent as defined below and under the following terms and conditions throughout the Term of this Lease:

A. **Operating Expenses;** Tenant shall be solely responsible for all operating expenses for the Leased Premises, it being understood that Tenant shall not be responsible for operating expenses of other tenants in using the Building or the Property. Such expenses include to the extent they are utilized, but are not limited to, the cost and expense of janitorial cleaning services of the interior space; and utility costs and costs associated with the regular maintenance of equipment and facilities servicing the Leased Premises. Without limiting the generality of the foregoing, operating expenses shall also include the following with respect to the Premises: (i) costs of all maintenance and repairs of the Premises (but not Building areas or systems serving the Premises and other areas); (ii) costs of the operation, maintenance, testing, and repair of any utility or energy management system for the Leased Premises, including without limitation any central HVAC system, elevator equipment, power supply or reserve systems, central sprinkler system or smoke detection systems (but only to the extent necessary to obtain a certificate of occupancy for the Leased Premises); (iii) costs of liability, property damage, fire, workers' compensation, and other insurance or self insurance programs; (iv) wages, unemployment taxes, social security taxes, and personal property taxes and assessments relating to the operation of the Leased Premises; and (v) fees for licenses and permits required with respect to Tenant's use and occupancy of the Leased Premises.

1.11 LANDLORD'S NOTICE ADDRESS.

City of Everett
484 Broadway
Everett, MA 02149

With a simultaneous copy to:

Office of the City Solicitor
484 Broadway
Everett, MA 02149

1.12 TENANT'S NOTICE ADDRESS.

Office of Health and Wellness
548 Broadway
Everett, MA 02149

YMCA
99 Dartmouth Street
Malden, MA 02148

Everett Public Schools
121 Vine Street
Everett, Massachusetts 02149

1.13 REQUIRED INSURANCE AMOUNT. The Tenant shall be required to carry a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000) per occurrence and a general aggregate limit (combined primary and excess) of Two Million Dollars (\$2,000,000) of general liability, insuring the Tenant as well as the Landlord.

In addition to the Comprehensive General Liability the Tenant shall also obtain an Umbrella Policy in the amount of Two Million Dollars (\$2,000,000) insuring the Tenant as well as the Landlord.

Tenant shall also maintain workmen's compensation insurance covering all of the Tenant's employees working in the Leased Premises or on the Property, and shall deliver certificates for such insurance to Landlord upon execution hereof and at least thirty (30) days prior to the expiration of any policy, Tenant shall provide certificates of insurance, a copy of the Declarations Page, and/or a copy of its Insurance Policy(ies), in form and substance satisfactory to Landlord, establishing insurance coverages as required by this Section and that payment therefore has been made by Tenant. All insurance required of the Tenant hereunder may be carried under a so-called blanket policy covering other properties of the Tenant and its affiliates. Each such Policy shall be noncancellable with respect to Landlord, without thirty (30) days' prior written notice to Landlord.

2.0 LEASE OF PREMISES; QUIET ENJOYMENT: Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term, at the Rent and upon the other terms, covenants and conditions of this Lease. Upon paying the Rent and observing the other obligations of Tenant hereunder, and so long as no Tenant Default exists, Tenant may lawfully, peaceably and

quietly have, hold, occupy and enjoy the Premises during the Term, without hindrance, disturbance or ejections by Landlord.

3.0 CONDITION OF PREMISES: Upon delivery and acceptance of the Leased Premises the parties hereto will certify that the Premises has been delivered AS IS and accepted by the Tenant. Upon acceptance of the property at the Commencement of the Lease, Tenant agrees that Landlord is under no obligation to make any repairs, renovations, or alterations to the Premises or the Property in connection with the delivery of the Premises to Tenant hereunder except as noted herein.

4.0 USE OF PREMISES; ACCESS: Tenant may use the Leased Premises only for Tenant's Permitted Use, in full compliance with applicable legal requirements and any Rules and Regulations, and will obtain, at Tenant's expense, any required permits, licenses and approvals. Tenant may have access to the Premises on a 24/7 basis. Tenant will not cause or permit any waste or damage to the Leased Premises or cause, or permit any invitee of Tenant to cause, any waste or damage to the Property, or make any use of the Leased Premises or the Property which, by noise, odor, vibration or otherwise might lead to an increase in premiums for Landlord's insurance, and will maintain the Leased Premises and the Property free and clear of liens and encumbrances attributable to the acts or omissions of Tenant. Landlord shall have the right to enter the Premises at all times for the purpose of inspection, for performing Landlord's obligations and/or to show the Leased Premises to prospective Tenants, purchasers and/or mortgagees. Given the Tenant's intended use, as an Educational Resource Center, Landlord's rights hereunder may be limited by the Tenant in accordance and as required by applicable statutes, privacy laws and regulations. Such notice obligation shall not apply in the case of an emergency in which instance Landlord may take such action as is deemed necessary, in its sole and absolute discretion, to mitigate any harm or potential damage.

5.0 ALTERATIONS BY TENANT; LANDLORD'S APPROVAL RIGHTS. Tenant agrees that it will make no alterations, relocations, subtractions, additions, changes, modifications, or the like to the Leased Premises and/or the Property, except that Tenant may make interior non-structural alterations to the Leased Premises ("Premises Alterations") with Landlord's prior written consent, which consent Landlord may not unreasonably withhold, delay or condition. Notwithstanding the foregoing, Landlord's consent shall not be required for Tenant to make repairs (including without limitation making repairs to floor and ceiling tiles and doors) and to paint the Premises, provided that the paint color shall be generally consistent with the existing colors of walls in the Premises (the "Tenant Preparatory Work"). Landlord will not consider proposed Premises Alterations absent proposed plans and design descriptions, formally proposed to Landlord by written notice with two copies of each such item. Tenant agrees that any such Premises Alterations to the Leased Premises will be performed and completed in a good and workmanlike manner, in accordance with any reasonable terms and conditions imposed by Landlord and in conformity with all laws, ordinances and regulations of all public authorities having jurisdiction, that materials of highest quality will be employed therein, that the structure of the Premises will not be endangered or impaired thereby, that the Leased Premises will not be diminished in value thereby. Tenant agrees that it will not make any alterations, relocations, subtractions, additions, changes, modifications, or the like to any structural parts of the Property, except after compliance with this 5.0. From and after the date hereof, Tenant shall have the right to enter the Premises to perform the Tenant Preparatory Work, provided that Tenant satisfies the insurance requirements of Sections 1.13 and 12. The Tenant shall in no way interfere with the other tenants on the premises.

6.0 MAINTENANCE OF THE PREMISES BY TENANT: As set forth in herein, Tenant will maintain the Leased Premises, in the same condition as exists on the Commencement Date,

reasonable wear and tear excluded, in a good and workmanlike manner as well as any terms and conditions imposed by Landlord, and Tenant will replace at Tenant's sole cost any damaged glass in the windows and doors of the premises. Tenant shall deliver to Landlord a certification from a registered architect attesting to the fact that the Leased Premises has been delivered in a condition compliant with the requirements of the Americans with Disabilities Act (ADA) and with the Massachusetts Architectural Access Board (AAB), 521 CMR. Tenant shall be responsible for any alterations and upgrades within the Premises necessary to comply with current code requirements of the "ADA" and "AAB" to the extent required for Tenant to obtain a certificate of occupancy for the Leased Premises. All such repairs will be made in a good and workmanlike manner, at Tenant's cost and expense, satisfactory to Landlord, and in compliance with all applicable legal requirements. Tenant shall be solely responsible for keeping the exterior walkways and parking areas serving the Leased Premises free of ice and snow during the winter. Occupancy permits shall be issued in the sole discretion of the Building Inspector.

7.0 FIRE ALARMS; SMOKE DETECTORS; SPRINKLER SYSTEM: Tenant shall be responsible for contacting the Fire Department prior to the Commencement Date for an inspection of the fire alarms, smoke detectors and sprinkler system. Tenant must obtain Certificate of Inspection and Certificate of Occupancy and submit them to the Landlord prior to the Commencement Date.

8.0 SURRENDER OF PREMISES BY TENANT: Upon the expiration or any earlier termination of the Term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Leased Premises in neat and clean condition and in the same order, condition and repair that the Premises were delivered to Tenant, reasonable wear and tear excluded, together with all alterations, additions and improvements which may have been made or installed in, on or to the Leased Premises prior to or during the Term of this Lease, excepting only ordinary wear and use and damage by fire or other casualty for which, under other provisions of this Lease, Tenant has no responsibility of repair or restoration. Tenant shall remove all of Tenant's furniture, fixtures and equipment and Tenant shall further repair any damages to the Leased Premises or the Property caused by such removal. Any of Tenant's furniture, fixtures or equipment that may remain in the Leased Premises or the Property for thirty (30) days after the expiration or termination of the Term of this Lease shall be deemed conclusively to have been abandoned, and either may be retained by Landlord as its property or disposed of in such manner as Landlord may see fit.

9.0 INTERRUPTION OF SERVICE OR UTILITIES: Landlord will not be liable for any interruption of utility or other services to the Premises, nor will any such interruption constitute a termination of this Lease or an actual or constructive eviction of Tenant. Tenant will use commercially reasonable efforts to avoid or limit such interruptions to the extent that such interruptions are within Tenant's reasonable power or control and subject to the reasonable operational requirements of the Leased Premises and the Property.

10.0 HAZARDOUS MATERIALS: Tenant covenants and agrees that Tenant will not cause, or permit any other person claiming or admitted to the Property through Tenant, to use, generate, store dispose of or release any Hazardous Materials on or about, or to be transported, from or through the Leased Premises or the Property. "Hazardous Materials" means any material or substance which: (a) is or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (b) contains or derives from petroleum, polychlorinated biphenyls (PCB's) or asbestos; (c) is radioactive or infectious; or (d) has toxic, reactive, ignitable or corrosive characteristics, or (e) is newly defined and/or determined under Environmental Laws. "Environmental Laws" means all legal requirements relating to or imposing

liability or standards of conduct concerning Hazardous Materials, public health and safety or the environment. Notwithstanding the foregoing, normal and reasonable quantities of Hazardous Materials generally and customarily used in connection with Tenant's Permitted Use may be introduced to the Premises provided such Hazardous Materials are stored, used and disposed of in compliance with (a) Environmental Laws, (b) all other applicable legal requirements and (c) the terms and provisions of this Lease. Tenant will be responsible for and will hold Landlord harmless and indemnified against any claim, damage, cost, liability or penalty related to any Hazardous Materials currently existing at the time of the commencement of the lease (provided such claim, damage, cost, liability or penalty is brought or asserted by Tenant or any person claiming or admitted to the Property through Tenant including without limitation, staff or students of Tenant), or Hazardous Materials introduced to or released on or about the Property by Tenant or by any person claiming or admitted to the Property through Tenant, whether or not permitted by the preceding sentence or otherwise approved by Landlord, such indemnification to be unlimited in amount or coverage, and to include any and all attorneys' fees incurred by Landlord in connection with any dispute or regulatory enforcement. The obligations of Tenant hereunder this 10.0 shall be in addition to Tenant's obligations to indemnify landlord stated in 11.0 below, and shall survive the expiration or other termination of this Lease.

11.0 RISK OF LOSS; INDEMNIFICATION: To the maximum extent permitted by law, Tenant agrees to save Landlord harmless from, and indemnify Landlord against any and all injury, loss or damage or claims (including attorneys fees and/or expenses), for injury, loss or damage, of whatever nature, to any person or property caused by or resulting from (a) any act, omission or negligence of Tenant or any employee, agent or contractor of Tenant or (b) any occurrence on or about the Premises (except if caused by or resulting from any act, omission or negligence of Landlord, its employees, agents, contractors, licensees or invitees), or (c) any breach of any of Tenant's warranties or other obligations under this Lease; or any failure for whatever reason of Tenant and all persons claiming by or through Tenant, to comply with all applicable laws and regulations that apply to the operation of an Educational Resource Center. Landlord agrees to promptly notify Tenant of any claim or notice of compliance that Landlord may receive from any private party or governmental agency, but it shall not be a condition of this save harmless and indemnification (including any other indemnification by Tenant set forth elsewhere in this Lease) that Tenant receive prompt notice of any claim against Landlord, and failure to immediately receive any such notice shall not be a defense hereunder. Tenant's obligations pursuant to this Article 11.0 shall survive any termination of this Lease or the expiration of this Lease for the period allowable under law with respect to any acts, omissions and/or occurrences which took place prior to such termination or such expiration. Tenant agrees that Tenant's obligations stated in this 11.0 are not covered by M.G.L. c. 186, Sec. 5, and that the same are its own free and willing undertaking by this contract and Lease, and that Tenant shall indemnify and hold Landlord harmless from damages, costs and expenses as specified herein without defense based upon said statute.

To the extent permitted by law, Tenant shall save the Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property while on the Property, including any claim associated with security of the property or persons therein, unless caused solely by the act, omission or negligence of Landlord or its employees, agents, contractors, licensees or invitees, and shall save the Landlord harmless and indemnified from all injury, loss, claim or damage to any person or property anywhere on the Property. Tenant's obligations pursuant to this Article 11 shall survive any termination of this Lease or the expiration of this Lease for the period allowable under law with respect to any acts, omissions and/or occurrences which took place prior to such termination or such expiration.

12. INSURANCE: Throughout its occupancy, Tenant will maintain in effect, at its sole expense, the following insurance in the amounts noted in paragraph 1.13:

12.1 Liability Insurance. Commercial general liability insurance in at least the Required Insurance Amount, for bodily and personal injury and property damage, including as additional insureds Landlord, any manager or member, trustee or other person directly liable for the obligations of Landlord, and any representative or employee of Landlord or any mortgagee of the Property designated by Landlord, such coverage to be primary and not excess or contributing or secondary to any other insurance available to Landlord or the additional insureds.

12.2 Workers' Compensation Insurance. Workers' Compensation Insurance in accordance with the applicable legal requirements.

12.3 General Requirements. All Tenant insurance will be issued by insurance companies authorized to do insurance business in Massachusetts rated not less than A-VIII in Best's Insurance Guide, and will not be subject to cancellation or modification without at least thirty (30) days prior written notice to Landlord and to any mortgagee required to be covered.

12.4 Waiver of Subrogation. Each party waives any right of recovery against the other for injury or loss to property due to hazards covered by insurance to the extent of the injury or loss covered. Any policy of insurance obtained by either party and applicable to the Premises or the Property will contain a clause denying the insurer any right of subrogation against the other party.

12.5 Certificates of Insurance. Prior to making any entry on the Property and at least thirty (30) days prior to the expiration of any policy, Tenant will provide certificates of insurance, a copy of the Declarations Page, and/or a copy of its Insurance Policy(ies), in form and substance satisfactory to Landlord, establishing insurance coverage as required by this Section and that payment therefore has been made by Tenant.

12.6 Documentation: At least 30 days prior to commencement of this Lease and at least thirty (30) days prior to the expiration of any policy, Landlord shall provide certificates of insurance, a copy of the Declarations Page, and/or a copy of its Insurance Policy(ies), in form and substance satisfactory to Tenant, establishing property insurance coverage for the Building and that payment therefore has been made by Landlord.

13.0 Intentionally omitted.

14.0 RELATION OF LEASE TO MORTGAGES; TENANT'S EXECUTION OF CERTIFICATES, ETC. The Landlord reserves the right to sell the Property at any time during the Term. This Lease is subject and subordinate in all respects to all mortgages which may now or hereafter be placed on or affect the Property, or Landlord's interest or estate therein, and to each advance made and/or hereafter to be made under any such mortgages, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefore. This 14.0 shall be self-operative and no further instrument of subordination shall be required. Notwithstanding the generality of the foregoing, Tenant agrees that any such mortgagee shall have the right at any time to subordinate any such mortgages or other instruments of security to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion ONLY so long as the Lease shall remain in full force and effect as against any mortgagee or assignee and no term hereunder shall be amended or changed without the agreement and signature of the Tenant. Tenant further covenants and agrees upon demand by Landlord's mortgagee at any time, before or after the institution of any proceedings for the foreclosure of any such mortgages or other instruments of security, or sale of the

Property pursuant to any such foreclosure sale), to attorn to such mortgagee or such purchaser upon any such sale and to recognize such purchaser as Landlord under this Lease, provided that Tenant's possession shall not be disturbed except under the provisions of this Lease, and further agrees to execute any and all documents as such mortgagee may reasonably require to confirm such attornment, provided such documents are commercially standard and reasonable and do not in conflict with any provision or term hereof nor impose any greater responsibility or cost upon the Tenant. In the event that Tenant fails to deliver and execute such documents within ten (10) days after demand in writing, such failure (at Landlord's election) shall be an Event of Default hereunder. Landlord shall obtain a so called "non-disturbance" agreement for Tenant pursuant to which Tenant's rights under the lease will not be adversely affected by a Landlord default under its loan documents with any mortgagee. Tenant shall, from time to time, within ten (10) business days after request from Landlord, any mortgagee or potential mortgagee of Landlord, any potential purchaser of the Property, or any potential mortgagee of such purchaser, execute, acknowledge, and deliver a commercially reasonable subordination, non-disturbance, and attornment agreement and an estoppel certificate (SNDA and Estoppel Certificate) certifying, to the extent true, that this Lease is in full force and effect and unmodified (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications); that the Term has commenced and the full amount of the Base Rent and Additional Rent then accruing hereunder; the dates to which the Base Rent and Additional Rent have been paid; that Tenant has accepted possession of the Premises and that any improvements required by the provisions of this Lease to be made by Landlord have been completed to the satisfaction of Tenant; the amount, if any, that Tenant has paid to Landlord as a Security Deposit; that no Rent under this Lease has been paid more than thirty (30) calendar days in advance of its due date; that the address for notices to be sent to Tenant is as set forth in this Lease (or has been changed by notice duly given and is as set forth in the SNDA and/or Estoppel Certificate); that Tenant, as of the date of such SNDA and Estoppel Certificate, has no charge, lien, or claim of offset under this Lease or otherwise against Rent or Additional Rent due or to become due hereunder; that, to the knowledge of Tenant, Landlord is not then in default under this Lease; and such other matters as may be reasonably requested by Landlord, any mortgagee or potential mortgagee of Landlord, or any purchaser of the Building or Property, or potential mortgagee of such purchaser. Any SNDA and Estoppel Certificate may be relied upon by Landlord, any successor of Landlord, any mortgagees of Landlord, or any prospective purchaser or mortgagee of the Building or Property.

15. TENANT DEFAULTS:

15.1 Events of Default. Tenant shall be in default under this Lease upon the occurrence of any of the following events (herein a "Default" or "Tenant Default") and after which Landlord has provided written notice to Tenant of the default setting for the reasons for same with reasonable certainty, in which case Landlord may avail itself of any or all remedies provided for herein or under governing law:

A. If Tenant is delinquent in the due and punctual payment of any installment of Base Rent, Additional Rent, or any other payment that Tenant has agreed to make under this Lease for a period of thirty (30) days after the same shall be due;

B. If the Tenant shall for any reason fail to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease including maintaining property in a condition sufficient to occupancy standards for the MA Department of Health for a period of thirty (30) days following written notice of such failure from Landlord to Tenant;

C. If Tenant shall for any reason allow the Leased Premises to become vacant for more than thirty (30) days coupled with nonpayment of Base Rent or any other payment obligation hereunder.

D. If the Tenant suffers, allows or causes any construction lien or any other lien to be imposed against the Leased Premises in an amount greater than \$1,000 and said lien is not discharged of record or bonded by a reputable surety authorized to do business in the Commonwealth of Massachusetts, within ninety (90) days following written notice of such lien from Landlord to Tenant;

E. If Tenant shall in any way violate any law, regulation or ordinance materially affecting the Leased Premises or the use thereof and such violation is not cured within thirty (30) days from the date of written notice from Landlord to Tenant of such violation

F. If Tenant shall make an assignment for the benefit of creditors.

15.2 Termination by Notice. If a Tenant Default occurs, in addition to any other rights or remedies, Landlord will have the right to terminate this Lease and recover possession of the Leased Premises by written notice to Tenant, effective on the date specified in such notice or, if no date is specified, on the date of receipt or first properly attempted delivery of such notice setting forth in reasonable detail the nature and extent of Tenant's failure and identifying the provisions of this Lease alleged to have been violated.

15.3 Landlord's Remedies. In addition to any other rights or remedies, if Landlord terminates this Lease for a Tenant Default, Landlord will have the right to recover as damages from Tenant: (a) any amounts owing from Tenant to Landlord at the time of termination, (b) all of Landlord's expenses incurred in recovering possession of the Premises and in proving and collecting the sums due from Tenant hereunder, (c) the amount by which the payments required under this Lease for the balance of the Term, including Base Rent and Additional Rent, exceed the fair market rent for the Leased Premises, including tax and operating expenses, for the balance of the Term (not including unexercised Extension Terms), determined as of the date of such termination, adjusted to its present value at a reasonable discount rate, (d) the unamortized balance of the actual real estate brokerage commissions incurred by Landlord arising out of and/or related to this Lease with Tenant (such amount being amortized on a straight line basis over a ten (10) year period). Landlord shall be required to cure Tenant Defaults as a condition to recovering Landlord's costs, fees and expenses in obtaining enforcement of this Lease. In lieu of the damages recoverable under clause (c) above, Landlord may recover, as liquidated damages and sole remedy for clause (c) damages, an amount equal to the total of Base Rent, and Real Estate Tax and Operating Expense increases payable by Tenant with respect to the three (3) full calendar months preceding termination. Landlord shall be required to mitigate damages, and Landlord will be required to make all commercially reasonable efforts to give priority to the Leased Premises in renting, or to rent on terms or to any person who is reasonably acceptable to Landlord. Notwithstanding the foregoing, Landlord shall make all commercially reasonable efforts to mitigate Tenant's default prior to payment of any amounts due for said default hereunder. In addition to any other remedies afforded to the Landlord hereunder, Tenant shall be responsible for all costs associated with Landlord enforcing its rights under this lease, including, but not limited to, reasonable attorney's fees and costs of any enforcement action and/ or litigation.

16. LANDLORD DEFAULTS:

16.1 Events of Default. Failure by Landlord to observe any of its obligations under this Lease or a breach of any warranty or representation by Landlord, will constitute a default (a "Landlord

Default”) only if such failure continues for a period of thirty (30) days after Landlord receives notice of such failure from Tenant, setting forth in reasonable detail the nature and extent of Landlord’s failure and identifying the provisions of this Lease alleged to have been violated.

16.2 Tenant’s Remedies. If a Landlord Default occurs Tenant may give Landlord written notice of Tenant’s intention to cure such default by Tenant’s own action, and in the event that Landlord shall fail to take such action, Tenant shall give Landlord a second notice stating the exact date and time of Tenant’s intended curative action, and if Landlord shall fail to take such action, or otherwise express to Tenant the reasons Landlord believes that such curative action is not necessary, then after such actions and notices, Tenant may proceed to make such repairs or cause such repairs to be made, within the Premises and in common areas immediately adjacent to the Premises necessary to restore Tenant’s Permitted Use, and Landlord will reimburse Tenant for the reasonable and necessary third party costs thus incurred by Tenant upon receipt from Tenant of a statement of such costs in reasonable detail and such backup materials as Landlord may reasonably request. In the event the Landlord does not pay Tenant for such repairs or restoration within thirty (30) days of receipt of said statement of all reasonable costs, then notwithstanding any other provision herein to the contrary, Tenant will have the right of self-help, and the right to withhold, set-off, or abate Rent. Tenant may not also avail itself to claims for punitive damages, business interruption, speculative, consequential or other such damages against the Landlord.

17. CASUALTY OR TAKING: If the Property or Leased Premises or access thereto is damaged or destroyed by fire or other casualty, Tenant shall have the right to terminate this Lease by giving Landlord written notice within ten (10) calendar days after such damage, in which event this Lease will terminate as of the date of such notice. In the event Tenant does not so terminate this Lease, Tenant shall repair or restore the Property and/or Leased Premises to the extent Tenant deems necessary for operation of the Leased Premises at its sole cost and expense.

18. NOTICES:

All notices under this Lease will be in writing and will be deemed given as of the date of actual receipt via: (a) hand delivery, with written acknowledgement of receipt, (b) by Federal Express, Express Mail or other nationally recognized overnight delivery service which provides verification of delivery, charges prepaid; addressed to Landlord or Tenant at the Notice Address set forth in 1.11 and 1.12 above. Either party may change their Notice Address by notice given in accordance herewith.

19. LIMITATION ON LIABILITY; NO ASSIGNMENT OR SUBLEASE:

There will be no assignment or subletting of any kind.

20. MISCELLANEOUS PROVISIONS:

20.1 Amendments and Waivers. This Lease may not be amended except by a writing, duly executed by both parties and approved in writing by any First Mortgagee having approval rights, and no waiver or consent will be effective unless in writing and signed by both parties. A waiver or consent by either party hereunder will apply only to the specific instance in which granted and not to any other instance, however similar. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by the other party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this

Lease or a consent to any subsequent breach of the same or any other provision. Any and all rights and remedies which a party may have under this Lease or by operation of law, either at law or in equity, upon any breach shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by landlord or not, shall be deemed to be in exclusion of any other, any two or more or all of such rights and remedies being exercisable at the same time.

20.2 Interpretation. Both parties acknowledge that they have fully read and understood this Lease and have had the opportunity to consult counsel to the extent they deemed necessary, and no provision of this Lease will be construed in favor or against either party by virtue of such party being the drafter of such provision. Enumeration of some but not all items of a class should not be construed as excluding others, notwithstanding any instance of the absence of the phrase "without limitation" or words of like meaning. This Lease is transmitted for examination only and this Lease shall become effective only upon execution and delivery thereof by the parties hereto. The introductory words or phrases, and/or marginal notes used as headings for the various provisions, sections and/or articles of this Lease are used only as a matter of convenience for reference and are not to be considered a part of this Lease.

20.3 Invalid Provisions. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions only one of which would render the provision valid, the provision shall have the meaning which renders it valid. If any provision of this Lease is finally determined by a court of competent jurisdiction to be in violation of law or otherwise invalid, this Lease will be deemed amended to the limited extent necessary to cure such violation or invalidity and will be interpreted, as thus amended, so as to implement the intentions of the parties to the greatest extent possible.

20.4 Time of the Essence; Force Majeure. Time is of the essence as to all rights and obligations of the parties hereunder. Notwithstanding the foregoing, if either party fails to perform an obligation hereunder, other than the obligation of Tenant to pay Base Rent and Additional Rent when due, which failure results from causes beyond the Tenant's reasonable control, including, without limitation, national security problems, severe inclement weather, national or regional utility failure, or similar emergency conditions that affect the community and region as a whole (a "Force Majeure Event"), the amount of time for performance of such obligation shall be extended by the amount of time such performance is delayed by reason of such Force Majeure Event.

20.5 Jurisdiction; Governing Laws; No Counterclaim. Any action commenced hereunder will be instituted in the state courts of Massachusetts in Middlesex County under Massachusetts law, and Landlord will have personal jurisdiction over Tenant for any action brought by Landlord in Massachusetts by service to Tenant's Notice Address.

20.6 Successors and Assigns. Subject to the provisions of Section 19 above, the benefits and burdens of this Lease will extend to the original Landlord and Tenant and to their respective successors and assigns, who will be included within the terms "Landlord" and "Tenant" as used herein, provided that no transferee from Tenant in violation of the provisions of this Lease will be entitled to any of the rights or benefits of a Tenant hereunder.

20.7 Entire Agreement. This Lease contains the entire agreement of the parties respecting the Premises and the Property and there are no other agreements or understandings between the parties regarding the subject matter of this Lease, any prior agreements being merged herein and superseded, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. Further, Landlord and Tenant hereby respectively acknowledge and

respectively represent to each other that the individuals executing this Lease below on each of their behalves are each duly authorized by the Landlord and Tenant.

20.8 Signage. Tenant may erect or maintain a sign on the Leased Premises, with Landlord's prior written consent, that is in compliance with all local and state ordinances. At the end of the Term, Tenant agrees to remove any signs erected by the Tenant and to repair any damage caused by the erection, restoration, or removal of any sign. Landlord and Tenant acknowledge and agree that Tenant shall have the entire obligations of repair or maintenance, and any other obligations to make capital repairs or improvements to any and all signage of any kind or for any purpose under this Lease, it being expressly agreed that the same shall be the sole responsibility of the Tenant hereunder at Tenant's sole cost and expense.

20.9 Mechanics Liens. Tenant shall permit no mechanic's lien(s) against the Property in connection with any equipment, materials or labor furnished or claimed to have been furnished to or for Tenant, and if any such lien shall be filed against the Property, Tenant shall cause the same to be promptly discharged by payment, bond or other suitable means provided that if Tenant desires to contest any such lien it may do so, but in any event Tenant shall either (i) cause any such lien to be discharged by payment, bond or other suitable means within thirty (30) days after any written request of any mortgagee (or of Landlord because of the requirements of any mortgagee) or (ii) pending such contest, deposit with the appropriate court or governmental authority a sum sufficient to cover the amount of such lien and all interest, penalties or costs which would be payable to discharge such lien if such lien were valid. If Landlord has to pursue any removal of any lien against its title to the Property, all (100%) of the costs incurred, including reasonable attorneys' fees and expenses, shall be Tenant's obligation due and payable with the next upcoming payment of Base Rent.

20.10 Holdover. If Tenant holds over or occupies the Leased Premises beyond the term hereof (it being agreed that there shall be no such holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to one and one half times (150%) the minimum rent payable under this lease plus other charges and any percentage rent payable under this lease for the first sixty (60) days of such holdover. If Tenant holds over without Landlord's written consent, Tenant shall occupy the Leased Premises as a Tenant at sufferance and if Tenant holds over with Landlord's written consent, Tenant shall occupy the demised premises as a Tenant from month to month, and in either such case, all of the terms and provisions of this lease shall be applicable to any such hold over period.

22.0 ENVIRONMENTAL LAWS.

22.1 Definitions: For purposes of this Lease:

(1) "Environmental Laws" as used herein means all federal, state, and local laws, regulations, orders, permits, ordinances or other requirements, which exist now or as may exist hereafter, concerning protection of human health, safety and the environment, all as may be amended from time to time including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA").

(2) "Hazardous Materials" as used herein means any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste as those terms are defined by any applicable Environmental

Laws and any solid wastes, polychlorinated biphenyls, urea formaldehyde, asbestos, radioactive materials, radon, explosives, petroleum products and oil.

22.1 Tenant's Compliance With All Environmental Laws. Tenant shall comply with all applicable Environmental Laws that pertain in any way with Tenant's use and occupancy of the Leased Premises as a school facility, and Tenant further agrees that Tenant shall not generate, manufacture, produce, store, dispose or release on, under, about or from the Leased Premises, any Hazardous Materials in a manner that is in violation of federal, state or local laws and regulations. Tenant shall fully and promptly comply with all Environmental Laws at all times during the Term.

22.2 Tenant's Indemnification of Landlord Absolute. To the extent permitted by law, Tenant shall indemnify and hold harmless Landlord and Landlord's directors, officers, partners, members, employees and agents against any and all costs incurred (including without limitation amounts paid pursuant to penalties, fines, orders), arising out of any claim made by Federal, State or local agencies or departments or private litigants or third parties with respect to violations or alleged violations of Environmental Laws by Tenant or its affiliates; provided such violations are caused by Tenant (or an affiliate of Tenant) or Tenant's use of the Premises.

22.3 Tenant's Indemnification of Landlord for Hazardous Materials. To the fullest extent permitted by applicable law, Tenant hereby covenants and agrees at all times to defend, indemnify and hold Landlord harmless, and any successors or assigns of Landlord, and the current and any future stockholders, equity holders, beneficiaries, principals and constituents of Landlord, from and against any and all loss, cost, expense, claim, liability (including strict liability), or asserted liability, incurred or suffered in connection with any and all claims or proceedings (whether brought by private party or related to any governmental enforcement action) for bodily injury, property damage, abatements or remediation, environmental damage or impairment, or any other injury or damage (including all foreseeable and unforeseeable consequential damage), or any diminution in value of the Leased Premises, resulting from or relating, directly or indirectly, to: (A) Any Hazardous Materials located upon the Leased Premises (whether or not such release was caused by Tenant or any other occupant of the Leased Premises, and whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of such Hazardous Materials or the mere presence of such Hazardous Materials on the Leased Premises, provided such loss, cost, expense, claim, liability or asserted liability is brought or asserted by Tenant or any person claiming or admitted to the Property through Tenant including without limitation, staff or students of Tenant); (B) any release by Tenant or its employees, agents, contractors, licensees or invitees of any Hazardous Materials into, onto, under, from or through the Leased Premises (whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of such Hazardous Materials or the mere presence of such Hazardous Materials on the Leased Premises); or (C) The breach or alleged breach of any Environmental Laws by Tenant or any permitted assignee, subtenant or other permitted or unauthorized occupant of the Leased Premises. Tenant's obligation to indemnify Landlord under the terms of this paragraph shall include, but not be limited in any way, to current payment of any and all costs and expenses so incurred or suffered by Landlord, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

APPROVED AS TO FORM,

CITY OF EVERETT



Colleen Mejia,
City Solicitor

Dated: 9/17/17



Eric DeMas,
City Auditor

Dated: 9/21/17

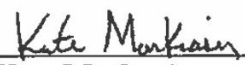
APPROVED

ELIOT COMMUNITY HUMAN SERVICES, INC.



Carlo DeMaria,
Mayor

Dated: 09/21/17



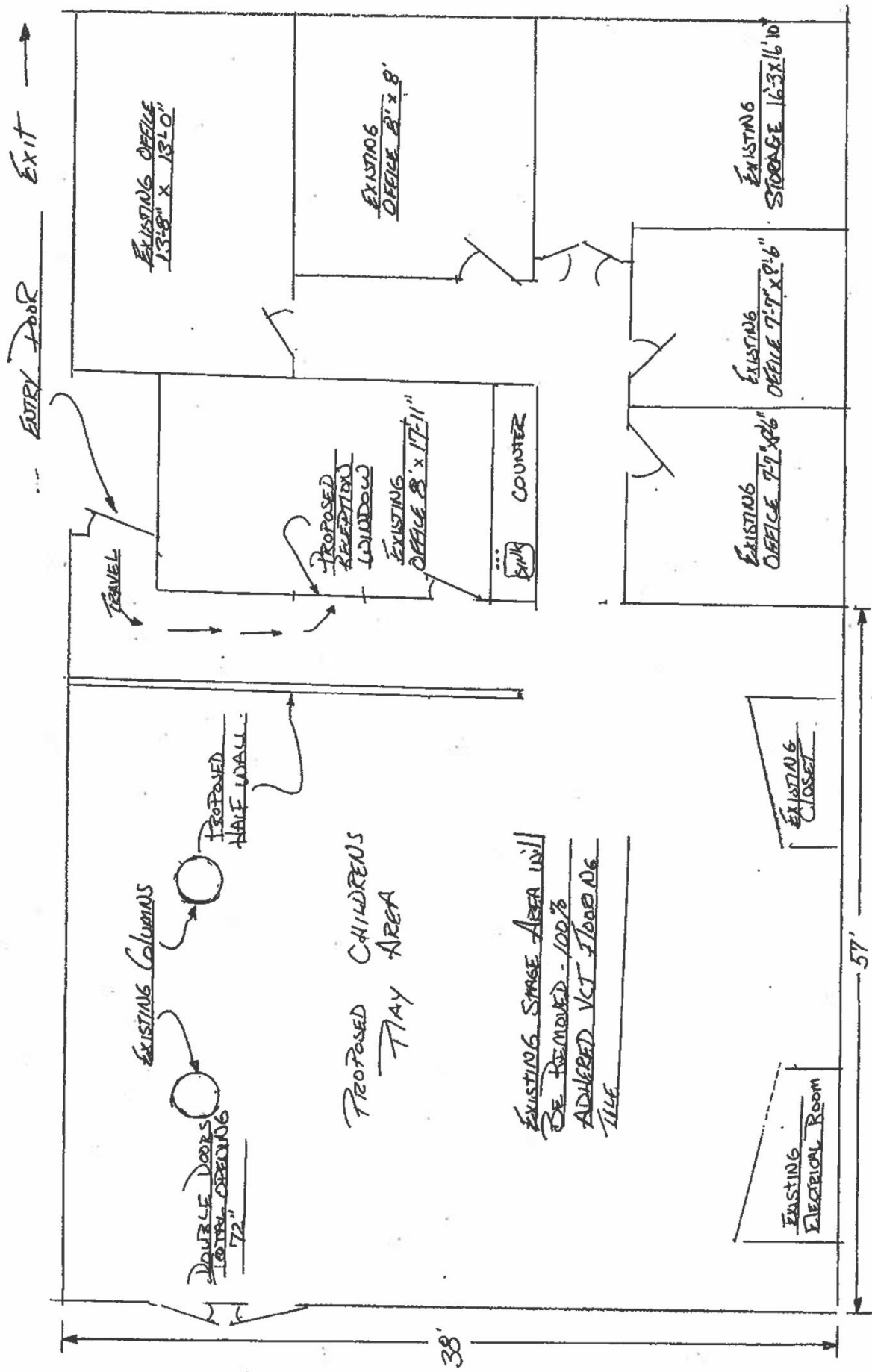
Kate Markarian,
Chief Executive Officer

Dated: 9.19.17

EXHIBIT A

Sketch Plan

(see attached)





CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

October 28, 2024

Honorable Robert Van Campen
President
Honorable Holly Garcia
City Councilor
Everett City Council
484 Broadway
Everett, Massachusetts 02149

RE: Council Resolution C033624

Dear President Van Campen and Councilor Garcia:

Please be advised that it remains my intention to present to the City Council additional information from the Mount Vernon Group to demonstrate whether it is feasible or not to continue to locate the Eliot Family Resource Center and/or the Broadway Boxing Club in the former Everett High School Building in alternative separate, secure space while also accommodating expanded use of the building by the Everett Public Schools for a 7th and 8th grade academy.

The Eliot Family Resource Center has operated in the former high school building while it has been co-located with the Webster School Extension. I am not aware that this has been problematic for the school to operate. Given the thousands of Everett families that are served by the Eliot, I think it is important for the Council to consider whether this arrangement is able to continue safely and securely while more of the building is used for educational purposes.

The operating hours of the Broadway Boxing Club from 3-6 pm during the week and on Saturdays fall predominantly outside the hours of school operations. I think the benefits of this community program warrant the Council having additional information about whether a new separate, secure space is an option for this program as well.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sabatino Insurance Agency 564 Broadway Everett, MA 02149	CONTACT NAME:		
	PHONE (A/C, No, Ext): 617-387-7466	FAX (A/C, No): 617-381-9186	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Broadway Boxing Club 548 Broadway Everett, MA 02149	INSURER A : Atlantic Casualty Insurance		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			L271004570	02/01/24	02/01/25	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Everett 484 Broadway Everett, MA 02149	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Rocco Longo

ENDORSEMENT

NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OVR-0000013	1/1/22	USA Boxing, Inc. dba USA Boxing	n/a

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This insurance modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART**

A. SECTION II—WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to an additional insured owner and/or lessor of premises, this insurance does not apply to:

- a. An "occurrence" or offense which takes place while you are not a tenant in possession of the subject premises.
- b. "Bodily injury" or "property damage" arising out of:
 - (1) Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of premises;
 - (2) Any design defect or structural maintenance of the premises; or
 - (3) Any premises defect.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

AGREEMENT

AGREEMENT made by and between the CITY OF EVERETT, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, through its agent thereunto duly authorized, hereinafter called the CITY, For Kids Only (FKO) Afterschool;, LICENSEE, having its principal place of business at, 194 Essex Street, Salem MA 01970, hereinafter called the LICENSEE. The parties agree as follows:

LICENSEE shall indemnify CITY against, and hold CITY harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from the use of **the former Pope John XXIII High School from March 24, 2021 through August 31, 2021**, including without limitation, the manufacture, selection, delivery, possession, use operation or return of **former Pope John XXIII High School**.

This AGREEMENT incorporates and extends all services contained in the agreement of the original master contract dated June 20, 2014.

APPROVED AS TO FORM

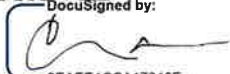
LICENSEE

DocuSigned by:

FC633E0F661D4FE...
Colleen M. Mejia
City Solicitor
Dated: 3/25/2021

DocuSigned by:

30737952DAFC453...
Deborah Kneeland Keegan,
For Kids Only
Dated: 3/25/2021

APPROVED
DocuSigned by:

8EAAE1CCA17340E...
Carlo DeMaria, Jr.
Mayor
Dated: 3/29/2021



C0336-24

To: Mayor and City Council

From: Councilor Robert J. Van Campen, Councilor Holly D. Garcia

Date: October 15, 2024

Agenda Item:

That the Administration provide the City Council with an update on its ongoing efforts to reclaim the former Everett High School for expanded school purposes, including the relocation of certain other non-educational uses within the facility, and the reuse and redevelopment of the former Pope John property

Background and Explanation:

Attachments:

AGREEMENT


AGREEMENT made by and between the CITY OF EVERETT, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, through its agent thereunto duly authorized, hereinafter called the CITY, For Kids Only (FKO) Afterschool;, LICENSEE, having its principal place of business at, 194 Essex Street, Salem MA 01970, hereinafter called the LICENSEE. The parties agree as follows:

LICENSEE shall indemnify CITY against, and hold CITY harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from the use of **the former Pope John XXIII High School from March 24, 2021 through August 31, 2021**, including without limitation, the manufacture, selection, delivery, possession, use operation or return of **former Pope John XXIII High School**.

This AGREEMENT incorporates and extends all services contained in the agreement of the original master contract dated June 20, 2014.

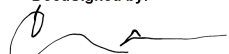
APPROVED AS TO FORM

LICENSEE

DocuSigned by:

FC633EBF661D4FE...
Colleen M. Mejia
City Solicitor
Dated: 3/25/2021

DocuSigned by:

30737952DAFC453...
Deborah Kneeland Keegan,
For Kids Only
Dated: 3/25/2021

APPROVED
DocuSigned by:

6EAEE1CCA17340E...
Carlo DeMaria, Jr.
Mayor
Dated: 3/29/2021



CARLO DeMARIA
MAYOR

CITY OF EVERETT - OFFICE OF THE MAYOR
484 Broadway Everett, Massachusetts 02149

☎ 617-394-2270

✉ mayorcarlo.demaria@ci.everett.ma.us

November 6, 2024

Honorable Robert Van Campen
President
Honorable Holly Garcia
City Councilor
Everett City Council
484 Broadway
Everett, Massachusetts 02149

RE: Council Resolution C033624

Dear President Van Campen and Councilor Garcia:

Please be advised that I anticipate that the Mount Vernon Group Architects will have an updated feasibility study for the proposed reuse of additional space in the former Everett High School to share with my office during the week of November 18, 2024.

It is my intention of submitting this additional information to the Council for its consideration in advance of its regular meeting on November 25, 2024.

Thank you.

Respectfully submitted,

Carlo DeMaria
Mayor



C0341-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: October 28, 2024

Agenda Item:

That the Director of Planning & Development provide an update and timeline of the ongoing Zoning Ordinance re-codification process, as well as a schedule for any public/community outreach meetings

Background and Explanation:

Attachments:



MEMO Everett Rezoning Status Update

To: Everett City Council
From: Nels Nelson, CommunityScale and Jonathan Silverstein, BBHS Law
Date: November 6, 2024
Re: Everett Rezoning Status Update

Introduction and impetus for rezoning

The need for rezoning is due to a number of deficiencies in the current code, including:

1. Legacy language needs to be updated, i.e. references to horse-drawn carriages.
2. Requirements and provisions that conflict with state law or regulation, create a risk of challenge, or are otherwise inconsistent with best practices.
3. Disparate and inconsistent use and dimensional regulations throughout the code, rather than in standard use and dimensional tables.
4. Inconsistent definitions and use of undefined terms throughout the code.
5. Districts referenced that no longer exist and misnamed districts.
6. Need for new and revised district boundaries to reflect current planning goals and objectives.
7. Dimensional controls that do not match the vision or existing land use to avoid “zoning by variance”.
8. Make the zoning compatible with recently adopted neighborhood plans and approved projects, including the Industrial Area Plan (2023), Commercial Triangle Neighborhood Plan (2021), Riverfront Master Plan (2021), Everett Square Urban Renewal Plan (2018), and the Malden River Greenway Plan (2017).

Certain aspects of the zoning are not being changed in this recodification, including the approvals process, special permit granting authorities, the sign or stormwater ordinances, and the Transportation Demand Management section.

Rezoning process and stakeholder involvement

The City of Everett contracted with a consultant team including Nels Nelson (CommunityScale), Jonathan Silverstein (BBHS Law), and Stantec Consulting Services (the “Consultants”) in August 2023 to prepare a revised zoning code.

CommunityScale and BBHS have attended approximately 45 meetings with City staff, officials, and community organizations to review audit recommendations, draft zoning language, and questions and requests of City stakeholders. The following is a summary of the stakeholder involvement to date:

1. **Staff coordination:** This rezoning process has been coordinated with the Planning & Development Department, the Department of Transportation and Mobility, the Tree Warden, the Engineering Division of DPW, and the Inspectional Services Department responsible for zoning enforcement.
2. **Food Policy Council:** The Consultants attended a Food Policy Council meeting to solicit feedback and opinions on urban agriculture/healthy food retail incentives.
3. **Community organizations:** City staff attended and presented to multiple community organizations about zoning (A "Zoning-101"). These meetings focused on how zoning impacts the lives of residents. These workshops have resulted in useful discussions surrounding density, affordable housing, and incorporating more retail into the City where residents have expressed concerns and the City has gathered public opinions.



MEMO Everett Rezoning Status Update

Current status and work to date

The Consultants began by undertaking a comprehensive audit of the existing Zoning Ordinance to identify necessary and recommended changes. A comprehensive draft of the recodified Zoning Ordinance has been completed and is being revised based on input from City staff. The revised Ordinance:

1. Has been reorganized and reformatted to conform to current best practices in Massachusetts.
2. Includes a single, comprehensive definitions section.
3. Contains comprehensive tables of use regulations and dimensional controls.
4. Resolves existing internal inconsistencies within the code.
5. Includes revisions necessary to ensure compliance with current state law, including numerous amendments to the state Zoning Act.
6. Integrates the recently adopted Docklands Innovation District and Master Plan Special Permit sections.

Substantive changes

Map changes

See the [Draft rezoning map](#) (on a following page). These changes aim to achieve the following:

1. Remove obsolete and unused zones.
2. Combine functionally similar zones.
3. Rezone districts to match existing uses where appropriate, such as a neighborhood business designation for existing corner stores and allowable mixed-use development in Everett's commercial squares.
4. Introduce an open space zone to clarify future expectations around the potential to develop certain areas.
5. Add a neighborhood-scale business district for commercial zones adjacent to low-density neighborhoods.

Dimensional and site regulation changes

The team created architectural test fits to evaluate the performance of the current zoning and the proposed zoning. As a result of these analyses, changes to the dimensional requirements aim to achieve the following:

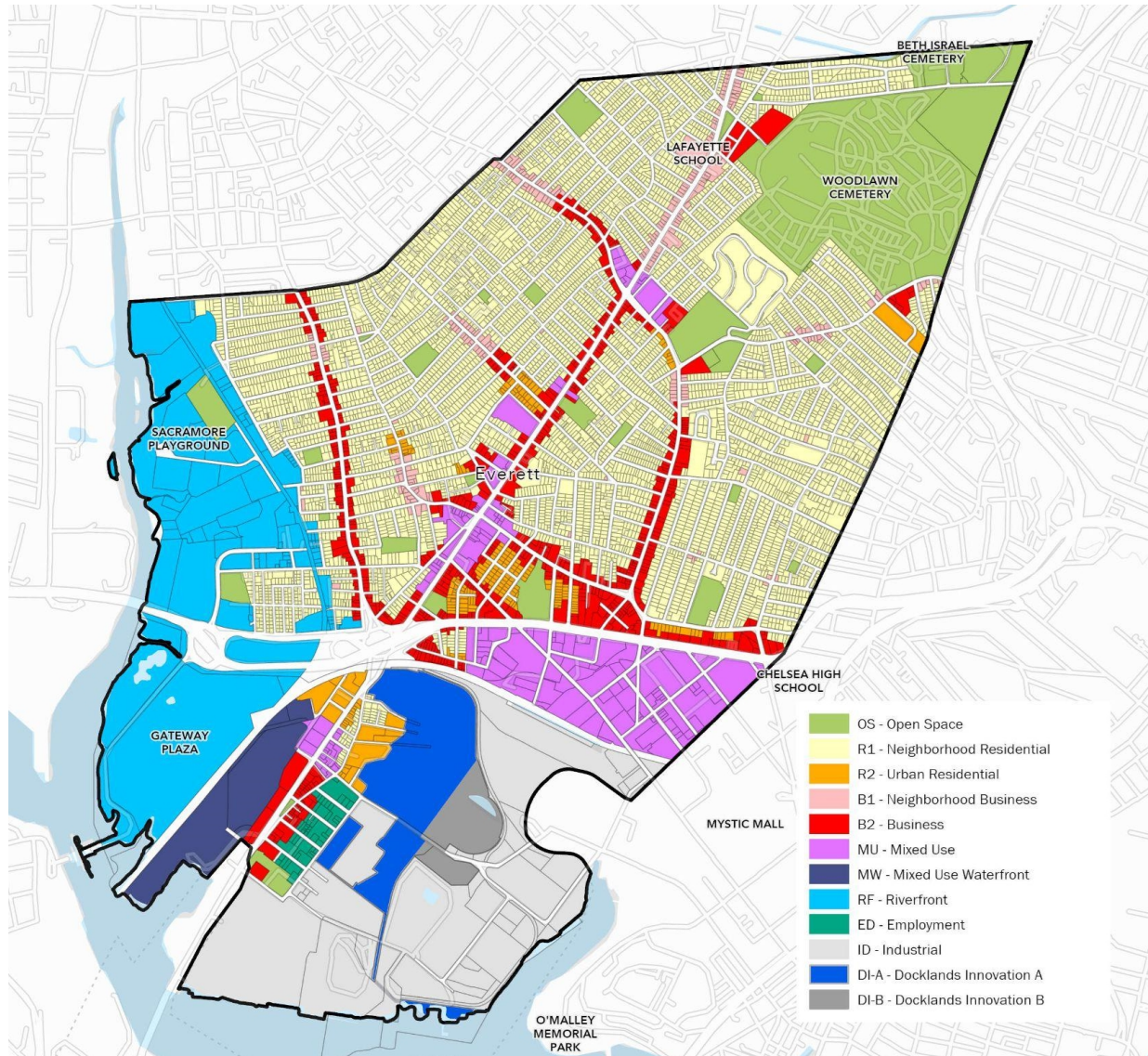
6. Include maximum impervious lot coverage to address excessive paving of lots.
7. Adjusted minimum lot size, frontage, and other metrics to better fit the neighborhoods and reduce the need for zoning variances for routine work.

Next steps

1. Inclusionary zoning: City Council collaboration to finalize targets for affordable housing requirements citywide.
2. Submission of draft recodified Zoning Ordinance to Council and Planning Board for informal discussion.
3. Public outreach and stakeholder engagement: Hold one or more public forums/meetings to review the draft and obtain additional feedback.
4. Final zoning adoption: It is anticipated that the full draft will be ready for submission to the Council in December 2024 or January 2025 following administrative and public review phases. This submission will be followed by the formal public hearings of the Planning Board and Council, with final approval possible in early 2025.

MEMO Everett Rezoning Status Update

Figure: Draft rezoning map





C0342-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: October 28, 2024

Agenda Item:

That the tree warden for the City of Everett provide the City Council with the process, procedure and timeframe that is followed when determining the removal and/or placement of public shade trees throughout the City

Background and Explanation:

Attachments:



Item Number 23
City of Everett
Office of the Tree Warden
Jacob St.Louis,
Tree Warden, City Arborist
617-394-2334

Tree Wardens Report

Removal and placement of trees, process and procedure

November 4th, 2024

In response to the following;

“C0342-24 Resolution/s/ Councilor Robert J. Van Campen, Councilor Katy Rogers

That the tree warden for the City of Everett provide the City Council with the process, procedure and timeframe that is followed when determining the removal and/or placement of public shade trees throughout the City”

Tree removal is typically, a result of a tree inspection. The City’s QAlert (311) system is the primary method of tracking resident requests related to trees. Requests may also be a result of planned inspections, originate from other City departments or from residents who choose to reach out, outside of the QAlert system. In all cases, a ticket is opened in the QAlert system in order to track the status of the request. In all cases, a tree inspection is performed by the City arborist in order to update the City tree inventory and determine a management strategy to address the concern. The QAlert ticket is updated and if necessary, transferred to DPW.

The outcome of the inspection determines if the tree in question is to be pruned, removed or if another management strategy should be considered. In the case of tree removal, the tree may need to undergo a public tree hearing in accordance with Massachusetts General Law, Chapter 87. In that case, the outcome of the public tree hearing will determine whether or not the tree is removed.

The timeline for the removal of trees is based on the outcome of a tree inspection, the availability of DPW staff, if necessary, the availability of National Grid staff, and the availability of private contractors.

I am happy to report that a four-year backlog of uninspected trees has been addressed and all current inspection requests are current to within thirty days and there are plans to increase the capacity of the City tree crew.



Item Number 23
City of Everett
Office of the Tree Warden
Jacob St.Louis,
Tree Warden, City Arborist
617-394-2334

Placement of new trees is determined by multiple factors. Current, high quality, ready to plant locations are a high priority for new trees, closely followed by those high-quality locations that could support trees with minimal additional work, such as the removal of stumps or through soil amendments.

In order to combat heat island effect, storm water runoff, poor air quality and to capitalize to the many additional benefits of trees. Trees are also being sited for many locations around the City that do not currently support tree planting. These locations will first need to be improved through the removal of impervious surfaces and the addition of favorable subsurface materials. These new locations are being considered based on multiple factors including, resident requests, nearby conditions and utilities, proximity to high heat and high traffic areas, proximity to current high canopy areas, proximity to other newly improved locations and proximity to other related projects in the City which may reduce the cost to improve those locations.

The timeline for new tree planting is based on the season, as trees are typically planted during the spring and fall, as well the availability of City staff and private or community partners to plant trees or improve planting locations. Currently, trees have been planted in available suitable locations within two seasons of those locations being identified. Few high-quality planting locations have been available for most of this past season; however, I am happy to report that multiple suitable locations have been developed in several neighborhoods in partnerships with City engineering staff and their contractors. The DPW has also removed many stumps around the City, opening up additional planting locations and many new locations are expected to be improved over the winter through a grant funded program sponsored by the Massachusetts Department of Conservation and Recreation.

Respectfully submitted,

Jacob St.Louis,

Tree Warden & City Arborist,

City of Everett



C0351-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

In the interest of public safety - and where it serves as a gateway into Swan Street Park - that the Department of Public Works and Engineering Department determine the feasibility of a raised intersection at Kinsman, Wall and Tappan Streets

Background and Explanation:

Attachments:



C0352-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

That the Director of Planning & Development provide an explanation and summary of the Affordable Housing Linkage Fee Program, including all revenues collected since its inception, the current balance in the Affordable Housing Linkage Fee Revolving Fund, and an itemization of the investments in affordable housing that have been made through this critical program since its creation.

Background and Explanation:

Attachments:



C0353-24

To: Mayor and City Council
From: Councilor Robert J. Van Campen
Date: November 12, 2024

Agenda Item:

In the interest of greater transparency, that the resumes and any other materials reviewed in connection with an applicant presented by the Administration for consideration and appointment by the City Council, be provided as part of the agenda item submission

Background and Explanation:

Attachments:



C0354-24

To: Mayor and City Council

From: Councilor Robert J. Van Campen, Councilor Peter Pietrantonio, Councilor Guerline Alcy Jabouin

Date: November 12, 2024

Agenda Item:

That the Administration take immediate steps to improve the senior meals program, including potentially terminating the current contract and engaging a new vendor.

Background and Explanation:

Attachments:



C0361-24

To: Mayor and City Council
From: Councilor Peter Pietrantonio
Date: November 12, 2024

Agenda Item:

That the Elections Director appear at the next meeting to give an update on any issues that may have occurred during the election, as well as anything that could be done in the future to make it run better.

Background and Explanation:

Attachments: