



# City of Cambridge

Agenda Item No. 12

IN CITY COUNCIL

December 21, 1981

COUNCILLOR WYLIE  
COUNCILLOR CRANE

- ORDERED: That the City Manager be and hereby is requested to direct the City Solicitor to re-draft the proposed lease agreement with Federal Express Corporation to provide for payments of One Thousand Dollars (\$1,000.) per outdoor drop box instead of Two Hundred Dollars (\$200.) as originally proposed; and be it further
- ORDERED: That the City Manager be and hereby is requested to direct the City Solicitor to provide a One Million Dollar (\$1,000,000.) insurance indemnity clause to hold the City of Cambridge harmless against loss or damage to persons or property due to the installation of said outdoor drop boxes and to secure an agreement to indemnify the City from any losses sustained and to defend the City of Cambridge against all claims resulting out of the operation of said drop boxes; and be it further
- ORDERED: That the City Manager, after consultation with the appropriate officials of Federal Express Corporation report to the City Council as to the results of his negotiations with the new conditions as specified.

In City Council December 21, 1981.  
Adopted as amended by a yea and nay vote:-  
Yeas 7; Nays 1; Absent 1.  
Attest:- Paul E. Healy, City Clerk.

A true copy;

ATTEST:-

*Paul E. Healy*



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ATTEST:-

*Paul E. Healy*

# #13 Agenda City of Cambridge

MASSACHUSETTS

In City Council

12/21

1981

*II*

	YEA	NAY	ABSENT	PRESENT
Mr. Kevin P. Crane	✓			
Mr. Thomas W. Danehy	✓			
Ms. Sandra Graham			✓	
Mr. Leonard J. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Walter J. Sullivan		✓		
Mr. Alfred Vellucci	✓			
Mr. David A. Wylie	✓			
Mayor Francis H. Duehay	✓			

7      1      1

*Adopted with two amendments  
by Wylie for 100K per location  
Crane for 100 million Dollar Insurance*

# Agenda # 13 City of Cambridge

MASSACHUSETTS

In City Council

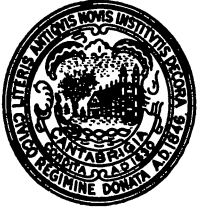
December 21 1981

*Resolution Wylie - Amendment*

	YEA	NAY	ABSENT	PRESENT
Mr. Kevin P. Crane	✓			
Mr. Thomas W. Danehy	✓			
Ms. Sandra Graham			✓	
Mr. Leonard J. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Walter J. Sullivan		✓		
Mr. Alfred Vellucci	✓			
Mr. David A. Wylie	✓			
Mayor Francis H. Duèhay	✓			

7 1 1

*Amendment passed to provide for 1000  
Per Box on 11/17/82 per 11 Boxes*



# CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • (617) 498-9020

## LAW DEPARTMENT

RUSSELL B. HIGLEY  
CITY SOLICITOR

MICHAEL C. COSTELLO  
ASSISTANT CITY SOLICITOR

EDWARD A. CUNNINGHAM  
ANDREW T. TRODDEN  
SEVERLIN B. SINGLETON  
DAVID B. O'CONNOR  
LEGAL COUNSEL

CHARLES A. WATSON  
LEGISLATIVE AGENT

December 21, 1981

Mr. Robert W. Healy  
City Manager  
City Hall  
Cambridge, MA

Re: Lease with Federal Express Corporation

Dear Mr. Healy:

Pursuant to your request, enclosed please find a copy of a lease for the property with Federal Express Corporation. Please note that exhibit "A" is blank since I do not have that information. Would you please forward the necessary information to this office in order that the lease be completed.

Thank you very much for your anticipated attention and cooperation.

Very truly yours,

*Edward A. Cunningham*  
Edward A. Cunningham  
Legal Counsel

EAC:jl

Enc.

LEASE

This lease made this            day of December, 1981

WITNESSETH: That the City of Cambridge, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 795 Massachusetts Avenue, Cambridge (hereinafter called the City), does hereby lease to Federal Express Corporation, a business corporation duly organized and existing under the laws of the State of Tennessee, the property described in exhibit "A" which is attached hereto and incorporated herein by reference.

This lease shall be in effect for a period of one year commencing on the date indicated above.

The corporation shall pay, in advance, Two Hundred Dollars (\$200) per outdoor drop box installed on the property listed in exhibit "A".

The corporation hereby agrees to hold the City harmless against loss or damage to persons and/or property resulting from the installation and use of the said outdoor drop boxes. The corporation also agrees to indemnify the City for any losses sustained and to defend it against all such claims.

This lease is governed by the laws of the Commonwealth of Massachusetts.

This lease contains all the understandings and agreements between the parties.

It is expressly understood that all items which are installed on the property by the Federal Express Corporation

shall be removed by said corporation at the expiration of this lease at the corporation's expense, and the let premises shall be put into the same condition as they were prior to said lease, ordinary wear accepted.

The corporation agrees that it will not sublet the premises during the term of this lease without the express written consent of the City.

CITY OF CAMBRIDGE

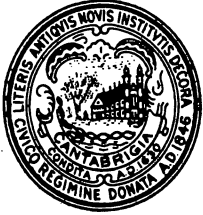
FEDERAL EXPRESS CORPORATION

By: \_\_\_\_\_  
Robert W. Healy  
City Manager

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Russell B. Higley  
City Solicitor



# CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 498-9011

EXECUTIVE DEPARTMENT  
ROBERT W. HEALY  
City Manager

December 21, 1981

To the Honorable, the City Council:

I have met with the representative of Federal Express as the City Council requested.

I have also made inquiries as to what other communities are charging as well as checking with City Departments as to a reasonable yet worthwhile rate.

Two hundred dollars annually translates to approximately \$50.00 per square foot, which is more than the market rate. This is also the limit that Federal Express is willing to accept given the unknown success of these boxes.

Enclosed is a lease agreement which is negotiable annually.

The City Council may now accept or reject the proposal.

Very truly yours,

Robert W. Healy  
City Manager

RWH/mbf

Re: response to the City Council's request in regard to the placement of Federal Express Boxes.

In City Council,

December 21, 1981

*12/21/81*

*Order Approving*

*Proposed Lease*

*Adopted WITH*

*Amendments BY*

*L.rylic and L. Crono*