BOURNE SCHOOL COMMITTEE

FACILITIES SUBCOMMITTEE MEETING

DATE: MAY 31, 2012

TIME: 8:15AM

PLACE: BOURNE ADMINISTRATION BUILDING

AGENDA

1. Minutes
2. BHS Solar Panel Project Revisit
3. Confirmation of Cape Cod Collaborative Lease
4. Energy Plan – Cape Cod Light Compact
5. Update of Field Maintenance Plan
6. Future agenda items

"The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law."

Members

Jonathan O'Hara
Laura Scena
Anne-Marie Siroonian

Bourne School Committee
Facilities Sub Committee
May 31, 2012

Members Present: Jay O'Hara, Laura Scena, Anne-Marie Siroonian
Meeting called to order at 8:20am
Minutes accepted by consensus with adding members in attendance.

Solar Panel Project: Ed suggested that our facilities' engineer look at the roof to give a report as to whether this project is feasible. We need to have a report on structure of the roof and longevity of the roof at the High School as well as longevity of the roof at the Middle School. Once the roof is evaluated, we need to review the report and then make decision on the Solar Panel project moving forward. Ed will contact engineer.
Motion: to recommend an Independent Engineer review and report on the structure and longevity of the Bourne High School roof and the longevity of the Bourne Middle School roof was moved by Anne-Marie and seconded by Laura.
Vote: Unanimously approved.

CCC Lease: CCC has signed the lease agreement with School Committee beginning on the first day of July, 2012 and terminating on the thirtieth day of June 2015. Ed needs to check on whether we have a $5,000.00 deposit as well as a copy of their insurance for our records.
Motion: to recommend the approval of the lease agreement of the Otis Memorial School Building by the Cape Cod Collaborative beginning on the first day of July, 2012 and terminating on the thirtieth day of June, 2015 was moved by Laura and seconded by Jay. **Vote**: Unanimously approved.

Energy Plan: Ed was going to reach out to Cape Light Compact to come and replace parking lot lights with LED lights and wall packs in the Middle School parking lot. We want the lights with longer life expectancy. We have talked in the pass about having them do comprehensive audits in the buildings. Ed will inquire about an energy audit.
Field Maintenance Plan: Ed spoke to Chris Ann about facilitating with town soccer and lacrosse program. She was willing to coordinate with the schools to do that and perhaps have a town wide maintenance plan of fields. Ed will have a meeting with rec department and have a field rotation plan with expenditures for the next facilities sub committee meeting in late June. SC requested an actual plan by July meeting which will take place on June 26, 2012.

Future Agenda Items:
Field Maintenance Plan
Cape Cod Light Compact
Roof Engineer Report
SOI Update
******Long Range Planning, Short Range Planning, Capital Outlay Projects*****
Next Meeting Date: June 21, 2012 at 8:15am

BOURNE PUBLIC SCHOOLS
36 SANDWICH ROAD
BOURNE, MASSACHUSETTS 02532

OTIS SCHOOL LEASE AGREEMENT WITH CAPE COD COLLABORATIVE

This AGREEMENT made 11 day of May 2012, by and between the Town of Bourne, a municipal corporation with an address of 24 Perry Avenue, Buzzards Bay, Barnstable County, Massachusetts, acting by and through its School Committee pursuant to the provisions of General Laws (Ter. Ed.) Chapter 40, Section 3, hereinafter called the "Lessor" and the Cape Cod Collaborative, located in Bourne, Massachusetts, hereinafter called the "Lessee".

WITNESSETH

That the Lessor in consideration of the rents, covenants, and agreements of the Lessee, herein set forth, does by these presents let, lease, and rent to the Lessee a certain building known as the Otis School and its adjacent land in Bourne, Massachusetts.

DEMISE: The Lessor hereby agrees to lease said premises to the lessee for a period of three (3) years, beginning on the first day of July 2012 and terminating on the thirtieth day of June, 2015.

RENTAL: the Lessee, in consideration of leasing the premises, as set forth, covenants and agrees with the Lessor to pay the Lessor, as rent, for the same as follows:

a) For each year of the Lease: Three full year slots, including summer, in the Cape Cod Collaborative Alternative Education Program or a Cape Cod Collaborative program of similar value/cost.

b) In each year of the lease agreement the Lessee will pay $10,000.00 to go into a separate account for capital repairs. The Lessor will also place $10,000.00 into the account for capital repairs in each year of the lease agreement. Capital repairs will be agreed upon by both parties in writing. Notwithstanding any other provision contained herein, at the conclusion of the term or the earlier termination of this Lease, 50% of any unused balance remaining in the account for capital repairs shall be returned to the Lessee.

This lease, if granted and accepted upon the foregoing and upon the following restrictions, to all and every one of which the parties consent, and each party hereby expressly covenants and agrees to keep, perform, and observe all the terms, covenants, and conditions herein contained on its part to be kept, performed, and observed.

FIRST: The parties agree that at the inception of the lease an inspection of the lease premises shall occur and any existing damage will be memorialized in a report. In addition to the foregoing, Lessee shall pay a security deposit in the amount of $5,000.00 ("Security Deposit") to Lessor simultaneously with execution of this Lease. The Security Deposit will be held by Lessor, as security for and during the Term, which deposit shall be returned to Lessee, within thirty (30) days after the expiration of the term, or earlier termination of this Lease provided there exists no property damage to the Otis School, usual wear and tear excepted.

SECOND: The Lessee further covenants that the Lessor or its agents shall have the right, upon reasonable notice except in the event of emergencies in which event no such notice shall be required, to

enter and inspect the premises at all times and require work to be done if, in their opinion, such work is necessary to keep the demised premises in the condition required by the terms of the Lease hereinafter set forth.

Notwithstanding the foregoing, the parties agree that the following provisions shall govern their respective obligation in connection with the Disabilities Act and/or any other governmental requirements relating to accessibility by handicapped, disabled, or physically impaired persons (the Americans with Disabilities Act and such other governmental programs being hereinafter referred to as "A.D.A.").

Lessor shall have no responsibility for any repairs or alterations to the premises that may be required by A.D.A as a result of the activities conducted on the premises by the Lessee after the inception of the lease period. Lessor, however, agrees that Lessee shall not be responsible for or obligated to make any repairs or alternations to the premises that may be required by A.D.A. separate and apart from the particular activities conducted by the Lessee on the premises or arising before the inception of the lease period. However, if any compliance action related to A.D.A is initiated with reference to the premises, whether against Lessor or Lessee, then Lessee is authorized to negotiate, along with Lessor, or participate in negotiations, with any governmental entity and/or private party seeking such compliance. If, despite such negotiations, a governmental entity or court of competent jurisdiction issues an order for compliance relative to the premises that is unsatisfactory to the Lessee, then Lessee shall have the right but not the obligation, at its sole cost and expense, to pursue any and all administrative and/or court appeals of such order available. At such time as any such order becomes final and/or legally enforceable, the Lessee may elect to comply with such order, or to terminate this Lease as hereinafter provided. Lessor, at its sole cost and expense, may intervene through its attorneys in any such administrative and/or court appeals. Notwithstanding the forgoing, if Lessor reasonably and in good faith determines that any such appeal is unlikely to prevail, then Lessor may send a written notice to Lessee: (1) specifying the reasons for its determination, and (2) notifying Lessee that the Lease is terminated upon the completion of the Lessee's then current school year, unless Lessee elects to comply, at its sole expense, with such order, or to terminate this Lease as hereinafter provided. Lessor shall have the right to terminate the Lease at any time after a government entity or court or competent jurisdiction issues an order for compliance if the Lessee does not covenant in writing, to comply with the order within thirty (30) days of the issuance of said order. Said determination shall be in accordance with the provision of this paragraph infra.

If Lessee elects to terminate this Lease, then Lessee may do so by sending written notice of such termination to Lessor. Such notice shall specify the date of termination, which shall be no earlier than ninety (90) days from the date such notice is mailed by certified mail, return receipt requested, and no later than the end of Lessee's then current school year; provided, however, that in the event that Lessee is ordered to vacate the premises by an appropriate government entity or court of competent jurisdiction prior to such termination date as a result of A.D.A., then the date of vacating pursuant to such order shall be deemed the termination date hereunder. Upon termination, all obligations of the parties hereunder, other than Lessor's obligation to return to lessee 50% of unused monies remaining in the capital repairs account, shall cease, this Lease shall be null and void, and neither party shall have any further recourse hereunder.

THIRD: The Lessee covenants and agrees with the Lessor that during the terms of this Lease and for such further time as the Lessee shall hold the demised premises or any part thereof under the terms of this Lease, all property of any kind belonging to the Lessee, to the agent of the Lessee or to anyone performing services for the Lessee or to the business invitee of the Lessee that may be on the premises shall be at the sole risk of the Lessee.

FOURTH: The Lessee agrees to replace plate glass broken during the term of the lease which may be due to any cause except fire, explosion, or any structural defect of the building or of the settling of foundation.

FIFTH: The Lessee covenants to perform routine maintenance to maintain the heating and plumbing systems in good repair and in proper operating condition, except that the Lessor retains the responsibility to correct any major defects in the heating and plumbing systems. Notwithstanding any other provision contained in this section or in this Lease, in no event shall Lessee be responsible for HVAC or plumbing repair or replacement costs which, in the aggregate, exceed One Though Dollars ($1,000.00) during any lease year.

SIXTH: The Lessee covenants and agrees that in addition to the sums to be paid by the Lessee, as aforesaid, said Lessee shall pay as part of the rental of said premises all taxes, ordinary as well as extraordinary of every kind, that may be levied upon or assessed against said premises or any part thereof, during the term of this Lease, and all gas, light, heat, telephone, snow removal, and water bills and during said terms, it being the intent hereof that the Lessee shall bear all expenses connected with the routine maintenance of said premises including maintaining the school grounds, but excluding the athletic field which Lessor agrees to maintain.

SEVENTH: The Lessor shall keep the foundations, exterior wall and roof in good repair, except that the Lessor shall not be required to make any such repairs which become necessary by reason of the negligence of the Lessee or Sub-Lessee. Subject to the limitation set forth in Article SIXTH, the Lessee is responsible for routine maintenance and minor repairs of the boiler unit. Lessor agrees to conduct major repairs or replace the boiler unit in the event that the boiler unit becomes completely inoperative. The Lessee further covenants with the Lessor that it will maintain and repair said premises to keep it in its present condition, except as provided above, and that at the expiration of this Lease, it will give peaceable possession of said premises to the Lessor, in as good a condition, usual wear and tear excepted as when the Lessee took possession. The Lessee will not assign this Lease or sublet, nor permit any other person or persons to occupy the same, or make or suffer any altercation to be made therein without the consent of the Lessor in writing, having been first obtained, and not to use or occupy said premises for any business deemed extra hazardous on account of fires, and that upon violation or default in any of the preceding covenants and provisions or the non-payment of rent as aforesaid the Lessor may enter into and upon the leased premises and repossess the same without prejudice to any rights of the Lessor to recover for arrears of rent or damage for any breach of covenant hereunder, and upon such entering, this Lease shall be terminated. Such right to recover possession of the premises may be enforced by the Lessor by proceedings as authorized by the Massachusetts General Laws.

EIGHTH: The Lessee will not permit said demised premises to be used for any purpose which would render insurance thereon void nor make any alterations or changes in, upon, or about said premises without first obtaining the consent of the Lessor such consent not to be unreasonably withheld, conditioned or delayed.

NINTH: The Lessee agrees to obtain and maintain for as long as this lease shall remain in effect a policy of liability insurance with minimum limits of liability in respect to bodily injury of ONE MILLION ($1,000,000.00) DOLLARS for each person and, in respect to property damage, of ONE MILLION ($1,000.000.00) DOLLARS for each occurrence, naming the Lessor as one of the insured and otherwise as approved by the Lessor's insurance agent.

Without limiting the generality of the foregoing, the Lessee further covenants, at its expense, to save the Lessor harmless from all liabilities which may arise during the term of this Lease as a result of the Americans with Disabilities Act; provided, however, that the terms of this paragraph shall not create any obligation on the Lessee: (1) to make repairs or alteration to the premises inconsistent with Section

SECOND of this Lease; and (2) to pay for Lessor's legal costs and expenses arising from Lessor's participating and/or intervening in negotiations, litigation, or appeals described in said Section SECOND.

TENTH: The Lessee does hereby covenant and agree that it will not carry on, upon said premises or any part thereof, or permit to be carried on any trade or business of unsafe or unhealthful nature, or which shall constitute a nuisance or use or permit to be used, said premises or any art thereof for any illegal or immoral purposes whatsoever, and that no alcoholic beverages shall be consumed on the premises without the prior permission of the Lessor and the Board of Selectmen of the Town of Bourne.

ELEVENTH: The Lessee, in the event it contracts to have major repair, alteration or reconstruction work done by an independent contractor in accordance with the provisions herein, shall, if requested to do so by the Lessor, procure a performance bond satisfactory to the Lessor assuring payment by the Lessee for any work performed; and every contract entered into by the Lessee shall include among its terms a provision that the Lessor is not responsible for any defaults in payments by the Lessee for work performed or contracted for. All alterations, renovation and/or repairs must be approved by the Lessor prior to commencement of construction. Lessor is leasing the building in its current condition. Lessor does not covenant to improve the building beyond its obligations under the terms of this Lease Agreement.

TWELEFTH: The Lessee covenants and agrees with the Lessor that during the terms of this Lease, the Lessor retains the right to utilize an agreed upon portion of the building for storage more particularly described in Exhibit "A" attached hereto. The Lessor covenants not to interfere with the Lessee's use and occupation of the remainder of the building as a result of Lessor's use of the storage area. The Lessee shall bear no responsibility for damage to Lessor's property stored on the premises, and the Lessor will hold harmless the Lessee for the action of Lessor's employees or agents taken in connection with the use of any portion of the leased property by the Lessor.

THIRTEENTH: The Lessee covenants and agrees to keep the building clean at all times. Lessee will assume all custodial costs in connection with upkeep and routine maintenance.

FOURTEENTH: Lessee agrees to hold the Lessor harmless for the damage or loss to Lessee's property in and on the leased premises during the term of this Lease, except for that caused by the actions of the employees or agents of the Lessor, and except for that caused by the Lessor's use of the property under sections TWELFTH or FIFTEENTH.

FIFTEENTH: Lessor shall retain control of the gymnasium and athletic field during non-school hours, the Lessor shall indemnify and hold the Lessee harmless for any injuries or damages including damage to Lessee's property that occurs as a result of activities permitted by the Lessor under the terms of this paragraph.

SIXTEENTH: The Lessee or Lessor may terminate this Lease Agreement either: (1) as provided in Section SECOND of this Lease; or (2) upon six (6) month written notice, received by Lessee or Lessor by certified mail or hand delivery.

SEVENTEENTH: Except otherwise provided herein, the Cape Cod Collaborative with a principal place of business in Osterville, Massachusetts, in consideration of the Town of Bourne and the Bourne School Committee granting, for a three (3) year period, a Lease Agreement regarding the building known as the Otis School, and for other valuable consideration which the parties acknowledge as sufficient, hereby agrees and covenants that it will assume all risk of loss, damage or injury, to person or property, or of any nature whatsoever, by reason of the condition of the premises, by reason of its own actions, or by reason of the management, control or operation thereof, and that, except as otherwise provided herein,

Cape Cod Collaborative releases the Town of Bourne, the Bourne School Committee and the Bourne School Department, and all officers, agents and employees from any and all claims for such loss, damage or injury. Except as otherwise provided herein, the Cape Cod Collaborative agrees to indemnify the Town of Bourne, the Bourne School Committee and the Bourne School Department, and all officers, agents and employees, against any and all claims for loss, liability or damage arising out of or in connection with the Cape Cod Collaborative's use and occupation of the leased premises, including but not limited to the building known as the Otis School and adjacent land, unless caused by Lessor's negligence.

Similarly, in consideration of the terms of the above referenced Lease agreement, the Town of Bourne and the Bourne School Committee hereby agree and covenant that they will assume all risk of loss, damage or injury, to person or property, or of any nature whatsoever, arising from the Lessor's use of any portion of the leased premises for storage or arising from activities permitted by the Lessor to occur on the leased premises under sections TWELFTH and FIFTEENTH of the Lease Agreement, and the Town of Bourne and the Bourne School Committee agree to indemnify the Cape Cod Collaborative and all of its officers, agents and employees, against any and all claims for loss liability, or damage arising out of or in connection with the Lessor's use or occupation of any portion of the leased premises for storage or arising from activities permitted by the Lessor to occur on the leased premises under section TWELFTH and FIFTEENTH of the Lease Agreement.

Executed as a sealed instrument this day of _____

Cape Cod Collaborative

_____
Paul C Hilton, Director

Town of Bourne, School Committee

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Approved as to Form

_____
Robert S. Troy, Town Counsel

Exhibit "A"

Description of Building permitted for storage use by the Lessee.