

Town of Franklin

Town Administrator
Tel: (508) 520-4949



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355 East Central Street
Franklin, Massachusetts 02038-1352

June 5, 2019

To: Town Council
From: Jamie Hellen, Town Administrator

Re: Lease of the Red Brick Schoolhouse

As everyone is aware, the charter school is moving out of the Red Brick Schoolhouse on its way to greener pastures in their new building this fall.

As a result, earlier this year, the Town issued a Request For Preliminary Expression of Interest to see if any community stakeholder had any ideas on how to use the Schoolhouse, or even put in a bid to lease.

I think the community attracted a great new tenant: the MetroWest Robotics Club. This new tenant will allow the Red Brick Schoolhouse to maintain its status as the oldest continually operating one room schoolhouse for education purposes in the country.

The Robotics Club will be in attendance to give a short overview of their plans to use the space and their club, what they do and execute the lease. I have also set them up to have a discussion with the Public School District about partnering with them on robotics programming in the schools. They have had very good and productive meetings with Assistant Superintendent Joyce Edwards and Assistant Superintendent Lucas Giguere, as many of the club participants are Franklin High School students.

As a final matter of procedure, the Town Council must authorize the Town Administrator to be able to lease the property. After that vote, I can sign the lease here tonight with a special guest of the robotics team.

Some highlights of the lease are:

- \$200 a month rent, or \$2,400 a year, for utilities and trash/recycling costs, which is the cost of service.
- They will provide their own internet and cable with providers.
- The Town retains control to maintain the building. The Town is doing some small renovations to the paint, supports, chimney, additional lock and security enhancements and some odds and ends before they fully move in the summer.
- The lease takes effect July 1st. However, the Club will move in after we have done some of the renovations later in July or early August.
- The lease is for 2 years with ten (10) one-year options.

As always, I am available for any questions you have.



TOWN OF FRANKLIN

RESOLUTION 19-36

RED BRICK SCHOOL: DECLARATION AS SURPLUS AND AVAILABLE FOR DISPOSITION (LEASING) AND AUTHORIZATION TO LEASE TO 4H ALARM ROBOTICS CLUB FOR USE AS A ROBOTICS WORKSHOP OR OTHER EDUCATION-RELATED PURPOSE(S)

WHEREAS, Town owns the property at the intersection of Lincoln and Maple Streets shown on Franklin Assessors' Map 268 as Parcel 16 consisting of 11,654 square feet more or less and containing a building known as the "Red Brick School" and related improvements, and

WHEREAS, by Resolution 08-55 the Franklin Town Council transferred the care, custody, management and control of said property from the Franklin School Committee to the Franklin Town Council to be held for general municipal purposes, and

WHEREAS, said property originally housed one of the oldest continuously operating one-room public schoolhouses in the country and more recently was used by Benjamin Franklin Classical Charter Public School, but is currently not being used for any municipal purpose, and

WHEREAS, 4H Alarm Robotics Club is interested in leasing said property from Town for use as a robotics workshop or for other education-related purpose(s), and

NOW, THEREFORE, THE TOWN OF FRANKLIN ACTING BY AND THROUGH ITS TOWN COUNCIL:

1. Declares that the Town-owned land at the intersection of Lincoln and Maple Streets shown on Franklin Assessors Map 268 as Parcel 16 consisting of 11,654 square feet, more or less, and containing a building known as the "Red Brick School" and related improvements is not currently needed for any municipal purpose and is therefore surplus and available for disposition (leasing) but only for an educational purpose.
2. Authorizes the Town Administrator to lease said property to 4H Alarm Robotics Club for a term of up to ten (10) years for use by them as a robotics workshop or other education-related purpose(s) for such annual rent and upon such other terms and conditions as the Town Administrator shall determine to be in Town's best interests, subject to compliance with G.L. Chapter 32B, Section 16, as applicable

This Resolution shall become effective according to the provisions of the Town of Franklin Home Rule Charter.

DATED: _____, 2019

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

RECUSED _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council

LEASE

LEASE AGREEMENT made this _____ day of _____, 2019 by and between the Town of Franklin, a municipal corporation with administrative offices located in the Municipal Building, 355 East Central Street, Franklin, MA (hereinafter: "Landlord") and 4H Alarm Robotics Club, a non-profit educational unincorporated association, by its duly-authorized representative(s) whose name(s) appear on the signature page (hereinafter: "Tenant"):

LANDLORD hereby leases to TENANT for an initial term of TWO (2) YEARS commencing on the first day of July 2019 and terminating on the thirtieth day of June 2021 the premises located at 2 Lincoln Street, Franklin, MA, consisting of 11,654 square feet and containing a building known as "Red Brick Schoolhouse":

Said letting is subject to and upon the following express TERMS and CONDITIONS:

1. The annual rent for the lease term shall be twenty-four hundred dollars(\$2,400) per year payable in advance on or before July 1 of each year that this lease or any extension is in effect;
2. LANDLORD shall be responsible for payment of charges for providing water, sewer, electrical services and for cost of heating;
3. This lease may be extended for up to ten (10) additional one-year terms. The lease shall automatically extend,at the same annual rent and upon the same remaining terms and conditions from year to year, unless one party gives written notice to the other party at least one hundred twenty (120) days prior to expiration of the current lease term;
4. TENANT shall use the demised premises solely for a robotics workshop consistent with its non-profit educational purpose or for another education-related purpose;
5. TENANT shall not use or permit said premises to be used for any other purpose without the prior written consent of LANDLORD;
6. TENANT shall at all times maintain and keep in good repair all portions of the demised premises and shall deliver up said premises upon the termination of the tenancy for any reason in the same condition as said premises were in at the commencement of the tenancy excepting only reasonable wear and damage by unavoidable casualty;

PROVIDED THAT LANDLORD shall be responsible for maintaining and keeping in good repair all plumbing, electrical wiring, electrical and plumbing fixtures;

TENANT shall not undertake any substantial repairs without first notifying LANDLORD which may at its option have any needed repair work performed by a party of LANDLORD'S choosing at LANDLORD'S expense;

TENANT shall promptly notify LANDLORD of the existence upon the demised premises of any defects or other conditions requiring repair work;

7. TENANT shall not permit said premises to be overloaded or used in violation of existing zoning or for any unlawful, immoral or otherwise unreasonably noisy or offensive activity; TENANT shall not use or permit said premises to be used for any purpose which would render said premises uninsurable against fire or would result in an increased or extra premium for said coverage;
8. TENANT shall have the sole responsibility for insuring its furniture, fixtures, equipment and other contents against fire, flood and other casualty.
9. In no event shall LANDLORD be liable to TENANT or to any person or party claiming by or through TENANT by reason of injury, loss, damage or expense resulting from fire, flood, equipment or system failure, or any other cause, whether or not within LANDLORD'S control. In addition, LANDLORD shall not be liable to TENANT, its agents, servants, employees or customers or any other user or occupant of the demised premises for any injury, loss, damage or expense to person or property resulting from the use or occupancy of the demised premises, whether or not the result of an act or omission of LANDLORD or person or party within his control;
10. TENANT shall not mark, paint, drill into or in any way deface any part of the demised premises nor shall TENANT make any alterations, additions or improvements without first obtaining LANDLORD'S approval in writing;
11. TENANT shall not erect any signs or advertisements without first obtaining LANDLORD'S approval which shall not be unreasonably withheld;
12. TENANT shall permit LANDLORD entry to all portions of the demised premises at reasonable times to inspect the same and to undertake repairs, alterations, improvements or additions PROVIDED THAT any construction work does not significantly impair TENANT'S ability to use the premises;

13. TENANT shall peaceably deliver up the demised premises at the termination of the lease term in the same condition as said premises were in at the commencement of the lease excepting only reasonable wear and unavoidable casualty and shall at that time remove all its fixtures, goods and effects from said premises; TENANT shall indemnify and hold LANDLORD harmless against any liability, loss, damage or expense arising from TENANT'S failure to comply with the terms of this provision;
14. TENANT shall not assign this lease and TENANT shall not sublet the demised premises or any portion thereof. Any attempted assignment or subletting in violation of the provisions of this paragraph shall be a nullity and shall constitute a material breach of this Lease;
15. If either the entire or any portion of the demised premises shall be destroyed by unavoidable casualty, then LANDLORD may, at its option, rebuild or repair said premises or may declare this lease terminated as of the date of loss;
16. This lease is upon the express condition that TENANT shall fully and faithfully honor the terms contained herein and that TENANT shall timely and fully perform the obligations which it has assumed hereunder including, without limitation, the payment when due of each and every rent installment hereunder.

If TENANT fails to make any rental payment when it is due or fails to remedy any other breach of this LEASE within ten (10) days of its receipt from LANDLORD of notice thereof, or if TENANT violates any federal, state or local law, regulation, ordinance or by-law or if TENANT files for receivership or bankruptcy, is adjudicated bankrupt, or makes an assignment for the benefit of creditors, then LANDLORD may declare this Lease terminated, may commence immediate eviction proceedings and/or proceedings to recover rent arrearages, may re-let the premises for TENANT's account, and may otherwise employ the remedies or any of them afforded to LANDLORD by the statutes and common law of the Commonwealth.

In addition to the foregoing, LANDLORD shall have the right to commence a civil action for damages against TENANT, seeking indemnification for any and all expenses, including court costs and attorneys fees which LANDLORD incurs by reason of TENANT'S breach or default.

17. Any notice by either party to the other shall be in writing and shall be deemed to be duly-given only if delivered personally or if mailed certified mail, return receipt

requested addressed to TENANT or to LANDLORD at the address noted in this lease;

18. TENANT shall defend, indemnify and hold LANDLORD harmless from and against any and all liability for injury, loss, damage or expense to any person or property arising from any act or omission occurring upon the demised premises which is not directly attributable to LANDLORD or its agents, servants or employees; TENANT shall at all times maintain a policy of public liability insurance with single limits of not less than one million dollars in general aggregate and shall have Town of Franklin named as an additional insured thereon. TENANT shall provide LANDLORD with satisfactory evidence of its compliance with this provision.

This lease embodies the full and complete understanding and agreement of the parties hereto. It shall be binding upon and inure to the benefit of LANDLORD'S and TENANT'S representatives, successors, heirs and assigns. It shall be governed in all respects by the law of the Commonwealth of Massachusetts. Any amendment or modification shall be in writing and signed by both LANDLORD and TENANT.

IN WITNESS WHEREOF, LANDLORD and TENANT have each caused this lease to be executed on its behalf by its duly-authorized officer or representative on the date noted in the first paragraph hereof.

TOWN OF FRANKLIN, by its
Town Administrator, duly-authorized:

4H Alarm Robotics Club, by its
duly-authorized representatives:

Jamie Hellen
Town Administrator

Stephen W. Dunbar, PE, PMP
Club Leader

Date: _____

Date: _____