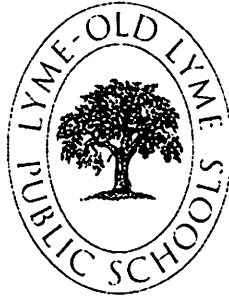


LYME-OLD LYME PUBLIC SCHOOLS

Small Schools, Big Ideas



Challenging * Achieving * Excelling

REGION #18

Regular Board of Education Meeting

Lyme-Old Lyme Middle School

August 3, 2016

Board Present: Jean Wilczynski, Treasurer; Rick Goulding, Secretary; Erick Cushman; Diane Linderman; Mary Powell St. Louis; Stacy Winchell

Absent by Previous Arrangement: Michelle Roche; Beth Jones; Nancy Lucas Edson

Administration Present: Ian Neviaser, Superintendent of Schools; Elizabeth Borden, Director of Curriculum; Michelle Dean, Principal of Lyme-Old Lyme Middle School; Nancy Johnston, Director of Special Services; Jeanne Manfredi, Assistant Principal of Lyme-Old Lyme High School; Holly McCalla, Business Manager

Others Present: one townspeople from LOL

I. Call to Order

The meeting was called to order at 6:31 p.m. by Dr. Rick Goulding. The Pledge of Allegiance was recited.

II. Approval of Minutes

MOTION: Dr. Powell St. Louis made a motion, which was seconded by Mrs. Winchell, to approve the minutes of the Regular Meeting of June 1, 2016 and Executive Session of June 1, 2016 as presented.

VOTE: the Board voted unanimously in favor of the minutes.

III. Visitors

1. Public Comment

There was no public comment.

49 Lyme Street, Old Lyme, Connecticut 06371

T: 860-434-7238 F: 860-434-9959 E: neviaseri@region18.org www.region18.org

IV. Administrative Reports

1. Superintendent's Report

Mr. Neviasher reviewed the personnel report which reflected several resignations, retirements and new hires.

Mr. Neviasher noted that while there is no enrollment report this month, the Board should be aware of the current kindergarten numbers which they have been tracking closely. At this time, there are 31 students enrolled in kindergarten at Lyme School and 29 students enrolled at Mile Creek School for a total of 60 students. The class size guidelines for kindergarten remain at 15 students per section. Due to an imbalance in kindergarten enrollments this summer, the administration has moved the attendance boundary so Lyme School now encompasses all roads north of 95 excluding the section of Whippoorwill Lane from the intersection with Jericho Road south. This change only impacts new enrollments. No existing students will be moved unless they choose to go to a different school.

Mr. Neviasher reported that they are holding the annual Staff Convocation during the two professional development days on August 29 and 30. He invited the Board members to the convocation ceremony on the morning of the 30th. Mr. Neviasher also mentioned that they are holding a new staff orientation the morning of August 25.

Mr. Neviasher, noting that it has been a very busy summer as far as facilities/maintenance projects and summer programs, reviewed some of the highlights in terms of maintenance and programming.

Per Policy 4520, Mr. Neviasher reported that the Old Lyme Rowing Association has donated the following to the district: Peinert racing single, serial number PBOP1027G616, boat value \$5,000.00.

Mr. Neviasher noted an article that appeared in the *New London Day* concerning the arrest of the husband of the owner of Curtin Transportation, a company that the district utilizes for special ed transportation. The district is currently seeking other companies to hire for transporting students.

Mr. Neviasher reported that the SAT scores from the spring have just been released. Mr. Neviasher and Dr. Borden will be reviewing these scores more thoroughly and a report to the Board will be forthcoming.

2. Business Manager's Report

Mrs. McCalla reviewed the Executive Budget Summary which is in line with last year this time.

Mrs. McCalla reviewed the Contingency Maintenance Report which reflected a balance as of July 31, 2016 of \$200,000.

Mrs. McCalla reported that they have a signed food service contract with Chartwells.

V. Educational Presentation

Michelle Dean, Principal of Lyme-Old Lyme Middle School, gave a short report on some curricular enhancements and strategic shifts taking place at the school during the 2016-2017 school year.

Curricular Enhancements:

Cross-curricular, inquiry based STEM course, grades 7/8 with standards-based assessment.

7th grade Computer Coding (IMPACT).

New French text with online programming/mobile language lab.

Tiered Spanish class with mobile language lab (grade 8).

Technology Boot Camp/Research Instruction/CANVAS.

Strategic Shifts:

6th grade transition schedule with five academic classes per day.

Phase out 6th grade APPs class; replace with additional academic instruction with core academic teachers.

7th/8th grade STEM/Math Application Course (cross-curricular).

Shift math teaching assignments to further strengthen math program for all students 6-8.

The Board asked and Mrs. Dean addressed various questions on the new 6th grade transition schedule. Dr. Goulding commended the middle school staff for adapting to these adjustments.

VI. Chairman & Board Report

Mrs. Roche was not in attendance at the meeting.

VII. New Business

1. Healthy Food Certification

Mrs. McCalla explained that per Section 10-215f of the Connecticut General Statutes each local board of education or governing authority for all Connecticut public school districts participating in the National School Lunch Program (NSLP) must take action annually to certify whether all food items sold to students will or will not meet the Connecticut Nutrition Standards. This includes all NSLP public schools, regional educational service centers, the Connecticut Technical High School System, charter schools, interdistrict magnet schools and endowed academies.

MOTION: Mrs. Winchell made a motion, which was seconded by Mrs. Linderman, to approve compliance with optional Section 3 of Public Act 06-63 and to authorize exceptions (either general or specific) to the beverage and food requirements of Public Act 06-63 for sales which meet all of the following requirements:

- a) The sale is in connection with an event occurring after the end of the regular school day or on the weekend.
- b) The sale is at the location of the event.
- c) The beverages or foods are not sold from a vending machine or school store.

VOTE: the Board voted unanimously in favor of the motion.

2. Tuition Requests

Mr. Neviasher reminded the Board that at an previous meeting, the Board approved a tuition rate for the 2016-2017 school year of \$19,400. Currently, two students have requested to attend the district schools as tuition students. As agreed upon, Mr. Neviasher did not review the children's record or information in public session. Instead, he recommended that the Board approve the admission of these children as tuition students (one elementary student and one 9th grader).

MOTION: Mrs. Linderman made a motion, which was seconded by Mr. Cushman, to approve the admission of two tuition students as presented by the Superintendent of Schools.

VOTE: the Board unanimously approved the motion.

3. Boat House Agreement

Mr. Neviasher updated the Board on the commencement of the renovation of the boathouse. He reviewed the Memorandum of Agreement between the Town of Old Lyme and the District which is attached to these minutes for informational purposes. He recommend that the Board approve this as part of the agreement with the town for the renovation of the boathouse.

MOTION: Mrs. Winchell made a motion, which was seconded by Mrs. Linderman, to approve the boathouse agreement as presented between the Town of Old Lyme and the Region 18 Schools.

VOTE: the Board voted unanimously in favor of the motion.

4. Student Discipline Policy Update

Mrs. Linderman explained that the policy committee reviewed and updated the student discipline policy and she reviewed the recommended changes which the Board discussed.

This is a first read and does not require Board action. The second reading of this policy will occur at the September Board of Education meeting.

5. Repair and Cleaning of the Lyme Street Campus Water Storage Tank

The following background information was supplied to the Board on this agenda item:

In early spring, the Lyme Street Campus water system storage developed a leak on a hand hole cover at the bottom of the tank. The only way to make the repair is to drain the tank. While the tank is drained, the tank interior will be cleaned.

The project involves installing an emergency water connection for a water tanker truck so water service will not be interrupted, cleaning the tank, replacing the hand hole cover, and refilling the tank with water

from the tanker trucks. It is expected that the water tank outage will be one week. The work is scheduled to start on August 8, 2016.

This emergency project was publicly bid but only one bid was received. White Water is the district's water system contracted licensed operator and the recommendation was to award White Water this work.

MOTION: Mrs. Winchell made a motion, which was seconded by Mrs. Wilczynski, to award White Water, Incorporated the project to repair and clean the Lyme Street campus water storage tank for a 'not to exceed' value of \$53,000 funded from the facilities contingency budget.

VOTE: the Board voted unanimously in favor of the motion.

VIII. Old Business

1. Closing of LOLHS Project

The district is still waiting for the final change order from the State so there is no action required on this agenda item.

Mr. Neviasser reported that they received an email from the State indicating that they are in receipt of the change orders for the high school project, and they are going to review them.

2. Reports of Committees

- a. *Facilities*. No report.
- b. *Building*. No report.
- c. *Technology*. No report.
- d. *Policy*. The next meeting of this committee is August 10.
- e. *Communications*. Mr. Neviasser reported that he has been meeting with the district's marketing consultant and discussing various marketing initiatives. He noted that the district will be featured in the *New London Day's* upcoming Education Guide.
- f. *Finance*. No report.
- g. *Human Resources*. No report.
- h. *Enrollment & Equity*. No report.
- i. *LEARN*. No report.

IX. Correspondence

There was no correspondence to report.

X. Executive Session

There was no need for an executive session.

XI. Adjournment

The meeting adjourned at 7:55 p.m. upon a motion by Mrs. Winchell and a second by Dr. Powell St. Louis.

Respectfully submitted,

Rick Goulding, Secretary

MEMORANDUM OF AGREEMENT

between the

TOWN OF OLD LYME and REGIONAL SCHOOL DISTRICT NO. 18

THIS AGREEMENT is made as of the Effective Date (defined below), by and between **REGIONAL SCHOOL DISTRICT NO. 18**, a Connecticut corporation with an address of 49 Lyme Street, Old Lyme, Connecticut 06371 (hereinafter "**Region 18**") and the **TOWN OF OLD LYME**, a Connecticut corporation with an address of 52 Lyme Street, Old Lyme, Connecticut 06371 (hereinafter the "**Town**").

WITNESSETH:

WHEREAS, the Town and Region 18 are the parties to a Lease Agreement dated June 1988 pertaining to a portion of Town-owned real property presently known as Hains Park and referred to as Haines Park therein (hereinafter the "**1988 Lease**") which is attached as **Exhibit A**;

WHEREAS, on such Town-owned real property is situated a structure known as the boathouse which is personal property owned by Region 18 and used as a rowing facility ;

WHEREAS, the Town has received a financial commitment from the Connecticut Department of Energy and Environmental Protection (hereinafter "**CT DEEP**") of a Small Town Economic Assistance Program ("**STEAP**") grant (hereinafter the "**STEAP Grant**") for the renovation and expansion of the boathouse as well as related work, including the installation of a new dock system and upgrades to the sanitary facilities at Hains Park;

WHEREAS, the CT DEEP has conditioned the receipt of the STEAP Grant and its use for the renovation and expansion of the boathouse on the ownership of such structure by the Town; and

WHEREAS, by entering into this Memorandum of Agreement (hereinafter the "**Agreement**"), it is the intention of the parties that Region 18 shall convey title to the boathouse to the Town in order to permit the Town to renovate and improve the boathouse using the STEAP Grant, and that following completion of the renovation and improvement of the boathouse, the Town shall leaseback the renovated and expanded rowing facilities at Hains Park to Region 18, including both the boathouse and the portion of real property referenced in the 1988 Lease;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **Agreement to Convey.** Region 18 agrees to convey to the Town, and the Town agrees to accept such conveyance from Region 18, all in the manner and upon and subject to the terms and conditions set forth in this Agreement, the following property:

(a) The structure known as the boathouse which is personal property owned by Region 18 together with all of its associated buildings and improvements, located on

that certain piece or parcel of land located at 166 Boston Post Road, Old Lyme, Connecticut (hereinafter the "**Boathouse**"), which is more particularly described in the 1988 Lease which is **Exhibit A** hereto;

(b) The privileges and appurtenances, and rights to the same, belonging to and inuring to the benefit of the Boathouse, (the items included in this subsection (b) are sometimes hereinafter collectively referred to as the "**Appurtenant Rights**"); and

(c) All transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality relating to the Boathouse.

2. **Consideration.** There shall be no monetary compensation exchanged between the parties for Region 18's conveyance of the Boathouse to the Town. The parties acknowledge that each receive benefits by entering into this Agreement and that such benefits constitute full and adequate consideration. Additionally, any rights granted or relinquished by either party pursuant hereto, and the promises and covenants made by each party in exchange for such grants or relinquishments of such rights, shall constitute and full and adequate consideration.

3. **Due Diligence.** By entering into this Agreement, the Town hereby waives any right to inspect, examine, and/or investigate the Boathouse, including but not limited to the environmental condition thereof, and to satisfy itself as to title, survey matters, zoning and other governmental regulations affecting the Boathouse after the Effective Date.

4. **Conveyance.**

(a) As part and parcel of this Agreement, Region 18 and the Town shall execute a Termination of Lease, terminating the 1988 Lease. A copy of such Termination of Lease shall be attached to this Agreement as **Exhibit B**.

(b) As part and parcel of this Agreement, Region 18 shall deliver to the Town, or the Town's nominee, a Quitclaim Deed to the Boathouse conveying title in and to the Boathouse and the Appurtenant Rights free and clear of all liens, encumbrances, restrictions, and tenancies, except those permitted under the terms of this Agreement. A copy of such Quitclaim Deed shall be attached to this Agreement as **Exhibit C**.

5. **Continuing Use of Boathouse.** As part of this Agreement, the Town agrees that during the period of renovation and expansion of the Boathouse in connection with the STEAP Grant as contemplated by this Agreement:

(a) Region 18 or the Old Lyme Rowing Association, as determined between those entities, shall continue to own and hold title to all existing exercise equipment, rowing equipment including rowing shells, oars, safety boats, motors and boat trailers, and other property or goods which are separate and distinct from the Boathouse and may or may not be stored or kept within the Boathouse or on the real property upon which the Boathouse is situated and which is the subject of the 1988 Lease (hereinafter the "**Rowing Equipment**");

(b) Region 18 shall be permitted to continue to utilize the Boathouse and the real property upon which it is situated and which is the subject of the 1988 Lease for the purposes for which it was used while the 1988 Lease was in effect which includes rowing activities. Region 18 shall continue to provide the supervision for its rowing activities and meets thereon and shall continue to notify the First Selectman of the Town of any rowing activities or meets involving more than two schools at least three (3) days in advance of such activity or meet. Region 18 shall continue to be permitted to keep and store the Rowing Equipment in the Boathouse and the real property upon which it is situated and which is the subject of the 1988 Lease for the purposes for which it was used while the 1988 Lease was in effect.

(c) Region 18 shall continue to perform the obligations set forth under Paragraph 11 of the 1988 Lease as they pertain to its rowing activities on the leased premises, but shall not be responsible for providing insurance coverage or indemnification regarding the boathouse renovation and expansion project and any claims, risk, loss, damage, injury or other liabilities that may arise from such project. To the extent that claims may be made against Region 18 for any risk, loss, damage, injury or other liabilities that may arise from such project, including any tortious or negligent act on the part of the Town, its employees, agents, contractors, subcontractors or other third parties, the Town agrees to assume responsibility for any such risk, loss, damage, injury or other liabilities, hold Region 18 harmless, and indemnify Region 18.

(d) Use of the Boathouse and the real property upon which it is situated and the storage of the Rowing Equipment thereon may be restricted as determined by the Town's First Selectman, the project contractor, and the Superintendent of Schools of Region 18 together as safety concerns are addressed. In the event the First Selectman and the Superintendent of Schools shall be unable to agree on the timing of the restriction of the rowing facilities due to safety concerns, the First Selectman shall make the final determination.

6. **Future Lease.** Within 30 days, unless extended by mutual agreement of the parties, of such time as a Certificate of Occupancy shall be issued by the Old Lyme Building Official, the parties shall enter into a new lease agreement, which shall be the Lease Agreement attached hereto as **Exhibit D**. By entering into this Agreement, the parties hereby agree to the terms and conditions of the new lease agreement as set forth in **Exhibit D** provided that nothing herein shall be construed to limit the parties' opportunity to amend the new lease agreement as provided for therein in **Exhibit D**.

7. **Condition of Premises; Representations.** This Agreement is entered into upon the knowledge and inspection of the Town as to the value and condition of the Boathouse and, except as set forth below, Region 18 makes no warranties, representations or promises whatsoever as to the character, quality, use, value, condition, occupation, or other matters relating thereto. The Town agrees to accept the Boathouse in its present "as is" condition, reasonable wear and tear excepted. Notwithstanding the foregoing, Region 18 represents and warrants to The Town that:

(a) There is no action, suit, proceeding or investigation pending, or to the best of Region 18's knowledge, threatened against the Boathouse or Region 18 before any court or governmental agency or instrumentality which, if adversely concluded, would adversely affect Region 18's ability to perform its obligations hereunder or would adversely affect the Boathouse or its use or value.

(b) Region 18 has (i) not entered into any material commitments or agreements with any governmental authorities or agencies affecting the Boathouse that are not a matter of public record in the Old Lyme Land Records, (ii) not received any written notice from any governmental authorities (x) that there currently is any pending condemnation or eminent domain proceeding relating to the Boathouse or any part thereof or that any such proceeding is currently contemplated, or (y) citing the violation of, or requiring the correction of any condition with respect to the Boathouse, or any part thereof, by reason of a violation of, any applicable federal, state, or municipal law, code, rule or regulation, or stating that any investigation has been commenced or is contemplated regarding any of the same.

(c) There are no contracts or agreements relating to the operation or maintenance of the Boathouse, which cannot be terminated upon thirty (30) days' notice, and there are no leases or occupancy agreements, oral or otherwise, of any portion of the Boathouse in effect as of the date hereof.

(d) Region 18 has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Region 18's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Region 18's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Region 18's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(e) Region 18 has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.

(f) Neither Region 18 nor any principal of Region 18 is other than a citizen of the United States of America.

8. The Town's Representations.

(a) The Town has full right, power and authority and is duly authorized to enter into Agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.

(b) Neither The Town nor any principal of the Town is other than a citizen of the United States of America.

9. **Default.** If the Town fails to perform any of the obligations herein imposed on it, and Region 18 is not in default, the Town shall forfeit all rights it may have to the Boathouse by virtue of this Agreement, and all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end. If, as of the Effective Date, Region 18 shall have failed or refused to observe, fulfill or perform any of its covenants and obligations under this Agreement, or if any of the representations and warranties of Region 18 shall be in default, the Town shall have the right, at its option, in addition to whatever other remedies it may have, to either (i) seek a judgment of specific performance of Region 18's obligations under this Agreement, it being agreed that the Town has no adequate remedy at law; or (ii) terminate this Agreement. Upon notice of the Town's termination, this Agreement shall become null and void and all parties hereto shall be released from any liability hereunder.

10. **Survival, Succession and Assignment.** All representations and warranties by Region 18 and contained in this Agreement are intended to and shall remain true and correct as of the Effective Date, shall be deemed to be material, and shall survive the execution and delivery of this Agreement and the delivery of the deed and conveyance of title. The rights and obligations contained herein shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. The Town shall not be permitted, without the consent of Region 18, to assign this Agreement and all of its rights hereunder to any other person or entity.

11. **Governing Law.** This Agreement shall be construed, enforced and governed in all respects by the laws of the State of Connecticut.

12. **Captions.** The headings used herein are for identification and convenience only and shall not govern the construction, nor alter, vary, or change any of the terms, conditions, or provisions of this Agreement or any Section hereof.

13. **Severability.** Each provision herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

14. **Nonwaiver.** The failure of Region 18 or the Town to insist upon strict performance of any of the provisions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver for the future of any provision, but the same shall remain in full force and effect.

15. **Entire Agreement.** This Agreement contains the entire agreement by and between the parties hereto affecting the Boathouse and supersedes any and all previous agreements, written or oral, between said parties and affecting the Boathouse. Unless otherwise specifically provided herein, pronouns of any gender shall include the other gender wherever the sense of this Agreement requires them to.

16. **Counterparts/Execution by Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Transmittal of the signatures of the parties hereto by facsimile shall be deemed as effective as an original signature thereon.

17. **Exhibits.** The Exhibits attached to the Agreement are incorporated herein and made a part hereof, as though fully set out herein.

18. **Notices.** Any notice, report, request or demand required, permitted, or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served, for all purposes only if sent to the addresses of the parties set forth on page 1 of this Agreement by certified mail, return receipt requested, or a nationally-recognized overnight courier and shall be deemed to have been given or served only on the date received or rejected.

19. **Effective Date.** The Effective Date of this Agreement shall be the latest date on which both Region 18 and the Town have executed this Agreement as indicated below.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates set opposite the signatures of the parties.

In the presence of:

TOWN OF OLD LYME

_____	_____	By _____
	Date	Bonnie Reemsnyder
		First Selectwoman

REGIONAL SCHOOL DISTRICT NO. 18

_____	_____	By _____
	Date	Michelle Roche, Chairperson
		Board of Education

LEASE AGREEMENT entered into this day of June, 1988, by and between the TOWN OF OLD LYME, a municipal corporation within the territorial limits of the County of New London and State of Connecticut (hereinafter referred to as the Lessor), and REGIONAL SCHOOL DISTRICT NO. 18, a regional school district established under the laws of the State of Connecticut and encompassing the towns of Old Lyme and Lyme within the territorial limits of the County of New London and State of Connecticut (hereinafter referred to as the Lessee).

W I T N E S S E T H

That the Lessor does hereby lease to the Lessee a portion of the premises known as Haines Park on the Boston Post Road, Old Lyme, Connecticut, which premises are more particularly described in Schedule A attached.

It is mutually agreed that:

1. **TERM OF LEASE.** The Lessee shall lease the premises described above for a term of fifty (50) years, commencing January 1, 1988 and ending December 31, 2038.
2. **RENT.** The annual rent for the leased premises shall be One Dollar (\$1.00), payable on January 1st of each year in advance.
3. **USE OF PREMISES/ASSIGNMENT AND SUBLETTING.** The leased premises shall be used for a boathouse and the rowing activities associated therewith. The Lessee shall not, during the term of this Lease, assign or sub-let the leased premises, in whole or in part, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.
4. **UTILITIES.** The Lessee shall furnish and pay for such utility services as it shall desire in connection with the use of the leased premises, i.e., electricity, heat, telephone.
5. **MAINTENANCE/REPAIRS.** The Lessee shall, at all times during the term of this Lease, maintain the leased premises in reasonable repair, free from accumulation of trash and debris, and in good and safe condition.

6. COMPLIANCE WITH LAWS. The Lessee shall comply and conform to all state and federal laws, and the ordinances and regulations of the Town of Old Lyme relating to health, safety, nuisance, fire, building and zoning.

7. IMPROVEMENTS. The Lessee may construct any and all improvements it deems appropriate for the activities contemplated under this Lease, which improvements shall be in accordance with the provisions of Paragraph 6. Any and all improvements placed on said premises by the Lessee, including buildings and docks, shall be considered as personalty and the property of the Lessee.

8. ABANDONMENT OF PERSONAL PROPERTY. The provisions of Paragraph 7 notwithstanding, if the Lessee shall not have removed all improvements placed on said premises by the 180th day after (a) the expiration of this lease or (b) earlier termination of this lease as provided in Paragraph 13, such improvements shall be deemed abandoned by the Lessee and shall become the property of the Lessor.

9. SUPERVISION OF ROWING ACTIVITIES. The Lessee shall provide the supervision for rowing activities and meets. The Lessee further agrees to notify the First Selectman of the Lessor of any rowing activities or meets involving more than two schools at least three (3) days in advance of such activity or meet.

10. DISCLAIMER OF LIABILITY BY LESSOR. The Lessor disclaims any liability for theft of or damage to any equipment placed on Town property at Haines Park, whether such equipment shall belong to the Lessee or to any third party.

11. INSURANCE COVERAGE. The Lessee will carry public liability insurance in coverages not less than \$6,million for injury to any one person and \$6 million for any one accident, which policy shall name the Lessor as an additional insured. The Lessee shall indemnify and save the Lessor harmless from and against any loss, damage or liability occasioned by or resulting from any default under this Lease, any tortious or negligent act on the part of the Lessee, its agents or employees, any injury to person on the leased premises or on Town property at Haines Park in connection with Lessee's rowing activities, or any theft of or damage to any equipment or other property of the Lessee or any third party in connection with Lessee's rowing activities.

12. LESSEE'S DEFAULT. The Lessee shall be in default under this Lease if it shall be in default of any of the covenants set forth in Paragraphs 2, 3, 5, 6, 9 and 11 hereof and such default has not been cured within thirty (30) days after notice by the Lessor to the Lessee specifying such default and requiring it to be remedied, or, where such default cannot be reasonably remedied within such period of thirty (30) days, if the Lessee shall not have, in good faith, commenced the remedying thereof within such period of time and shall not be proceeding with due diligence to remedy it. No waiver by the Lessor of any violation or breach of covenant by the Lessee shall constitute or be construed as a waiver of any other violation or breach of condition.

13. TERMINATION. In the event the Lessee shall be in default under this Lease, the Lessor may, at its option, terminate this Lease without serving a notice to quit on the Lessee, which notice Lessee hereby waives. Upon such termination, the Lessee shall surrender possession of the leased premises to the Lessor.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

In the presence of:

Jessie F. Smith
JESSIE F. SMITH

Irene A. Carney
IRENE A. CARNEY

TOWN OF OLD LYME

By James R. Rice
James R. Rice, First Selectman

Mervin R. Roberts, Selectman

Raymond M. Turrell, Selectman

REGIONAL SCHOOL DISTRICT NO. 18

By Bruce M. Marshall
Bruce M. Marshall, Chairman
Regional School District #18
Board of Education

SCHEDULE A

A certain piece of land, located at Haines Park in the Town of Old Lyme, County of New London and State of Connecticut, being that land situated under the boathouse, designated as "Boathouse Foundation (As Is)" on a map to be filed in the office of the Old Lyme Town Clerk, entitled "Map Showing A Portion of Property of Town of Old Lyme, Old Lyme, Connecticut April 18, 1988 Scale 1" = 20' prepared by Hendriks Associates, Old Lyme, Conn.

TERMINATION OF LEASE

THIS TERMINATION OF LEASE is made and entered into as of the ____ day of _____, 2016 by and between the **TOWN OF OLD LYME**, a municipal corporation within the territorial limits of the County of New London and the State of Connecticut, and having a principal place of business located at 52 Lyme Street, in the Town of Old Lyme, County of New London and State of Connecticut ("**Landlord**") and **REGIONAL SCHOOL DISTRICT NO. 18**, a regional school district operated and controlled by the Regional School District No. 18 Board of Education, a regional board of education, each established under the laws of the State of Connecticut serving the towns of Old Lyme and Lyme and having a principal place of business located at 49 Lyme Street, in the Town of Old Lyme, County of New London and State of Connecticut ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement dated June 1988 (the "**Lease**");

WHEREAS, the Landlord and Tenant mutually agree to terminate the Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Termination of Lease.** The Lease shall be and is hereby terminated, such termination effective as of _____, 2016.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Termination of Lease as of the date set forth above.

LANDLORD:

TOWN OF OLD LYME
a Connecticut municipal corporation

By: _____
Bonnie Reemsnyder, First Selectwoman
Town of Old Lyme

TENANT:

**REGIONAL SCHOOL
DISTRICT NO. 18**
a Connecticut regional school district

By: _____
Michelle Roche, Chairperson
Regional School District No. 18 Board
of Education

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Kyle A. McClain, Esq.
c/o Siegel, O'Connor, O'Donnell & Beck,
P.C.
150 Trumbull Street
Hartford, CT 06103

QUITCLAIM DEED

KNOW YE THAT, **REGIONAL SCHOOL DISTRICT NO. 18**, a regional school district operated and controlled by the Regional School District No. 18 Board of Education, a regional board of education, each established under the laws of the State of Connecticut serving the towns of Old Lyme and Lyme and having a principal place of business located at 49 Lyme Street, in the Town of Old Lyme, County of New London and State of Connecticut ("**Grantor**"), for the consideration of ONE DOLLAR (\$1.00), received to its full satisfaction, does give, grant, bargain, sell and confirm unto the **TOWN OF OLD LYME**, a municipal corporation within the territorial limits of the County of New London and the State of Connecticut, and having a principal place of business located at 52 Lyme Street, in the Town of Old Lyme, County of New London and State of Connecticut ("**Grantee**"), and to the Grantee's successors and assigns, with QUITCLAIM COVENANTS:

Certain personal property of Grantor, that being all improvements, including all buildings or structures and appurtenances thereto, collectively referred to as the "Boathouse", situated on that certain piece or parcel of land owned by the Grantee at the premises presently known as Hains Park, located on the Boston Post Road in the Town of Old Lyme in the County of New London and State of Connecticut, and referred to as Haines Park in a Lease Agreement between Grantor and Grantee dated June 1988 and attached hereto as **Exhibit B** and made a part hereof, such certain piece or parcel of land being that land situated under the Boathouse, designated as "Boathouse Foundation (As Is)" where it is more particularly shown on a map on file in the office of the Old Lyme Town Clerk entitled "Map Showing a Portion of the Property of the Town of Old Lyme, Old Lyme, Connecticut dated April 18, 1988 Scale 1" = 20'" prepared by Hendriks Associates, Old Lyme, Conn.

Said property is conveyed subject to:

1. Those matters set forth in **Exhibit A**, attached hereto and made a part hereof;
2. Any and all provisions of any ordinance, municipal regulation or public or private law; and
3. Such matters of record as may exist.

Signed this ____ day of _____, 2016

Witnessed By:

REGIONAL SCHOOL DISTRICT NO. 18

By: _____
Michelle Roche, Chairperson
Regional School District No. 18 Board
of Education

STATE OF CONNECTICUT)
) SS: _____,
2016
COUNTY OF _____)

Personally appeared **MICHELLE ROCHE**, Chairperson of the Regional School District No. 18 Board of Education which operates and controls **REGIONAL SCHOOL DISTRICT NO. 18**, Signer and Sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such and the free act and deed of said regional school district and regional board of education before me.

Commissioner of Superior Court

EXHIBIT A

As a necessary condition of the conveyance of the personal property identified as the Boathouse in the foregoing instrument of which this exhibit is a part, and as consideration therefor, Grantee has agreed to, and shall:

1. Make improvements to the Boathouse as part of and pursuant to the receipt by the Grantee from the Connecticut Department of Energy and Environmental Protection ("CT DEEP") of a Small Town Economic Assistance Program ("STEAP") grant (the "STEAP Grant") in the amount of four-hundred seventy-eight thousand dollars (\$478,000) for the improvement, renovation and expansion of the Boathouse as well as related work, including the installation of a new dock system and upgrades to the sanitary facilities at Hains Park. Such improvements shall include:
 - a. See Exhibit B.
2. Enter into and execute a Memorandum of Agreement between the Grantor and the Grantee by which the Grantee shall agree to leaseback the Boathouse to the Grantor for a nominal rent following the completion of improvements to the Boathouse and provide certain rights to the Grantor regarding the Boathouse during the course of making of improvements to the Boathouse. The specific and controlling terms and conditions of such leaseback and provision of rights shall be more particularly set forth in such Memorandum of Agreement. The foregoing instrument of which this exhibit is a part shall be attached and made a part of such Memorandum of Agreement as an exhibit or otherwise.

EXHIBIT B

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") is made as of the Effective Date (defined below), by and between **REGIONAL SCHOOL DISTRICT NO. 18**, a Connecticut corporation with an address of 49 Lyme Street, Old Lyme, Connecticut 06371 (hereinafter "Lessee") and the **TOWN OF OLD LYME**, a Connecticut corporation with an address of 52 Lyme Street, Old Lyme, Connecticut 06371 (hereinafter "Lessor").

WITNESSETH:

1. **Description.** Lessor hereby leases to Lessee a certain piece or parcel of land, with the improvements thereon identified and known as a boathouse (the "**Boathouse**"), located within the area of land known as Hains Park, which is more particularly located at 166 Boston Post Road, Town of Old Lyme, County of New London, State of Connecticut, and more fully described in Exhibit A - Legal Description attached hereto and made a part hereof, together with all appurtenances thereto, hereinafter referred to as the "**Premises**".

2. **Quiet Possession.** Lessor covenants that it has fee simple title to the Premises, and Lessor covenants and agrees with Lessee that so long as Lessee keeps and performs all the covenants and conditions to be kept and performed by Lessee, Lessee shall have quiet, undisturbed and continued possession of the Premises, free from all claims of any kind, nature or description.

3. **Term.**

(a) **Commencement Date.** This Lease shall commence on _____, _____ and continue for a period of _____ (____) years through _____, 2038, unless earlier terminated as provided herein (hereinafter the "**Term**").

(b) **Options to Renew.** In the event that Lessee is not then in default, Lessee shall have an option to renew the term of this Lease for three (3) additional twenty (20) year periods, each on the same terms and conditions, providing that Lessee shall notify Lessor in writing not less than six (6) months prior to the expiration of the then current term hereof of Lessee's intention to renew this Lease.

(c) **Lease Year.** A "**Lease Year**" is defined as the twelve month period commencing on July 1st and ending on June 30th, provided however that the first Lease Year shall begin on the Effective Date of this Agreement and shall terminate on the following June 30th. Thereafter, each Lease Year shall commence on July 1st and terminate on June 30th of the following calendar year.

4. **Rent.** Lessee covenants and agrees to pay Lessor an annual rental of One Dollar (\$1.00) payable on July 1st of each Lease Year or in advance.

5. **Lessee's Obligations.** During the term of this Lease, Lessee shall be responsible for the following, at its sole expense:

(a) Lessee shall have complete control over the use and operation of the Boathouse except as otherwise expressly stated in this Lease;

(b) Lessee shall be responsible for the compliance with applicable laws and ordinances to the extent related specifically to the use and operation of the Boathouse provided, however, in no event shall Lessee be responsible for the Boathouse's compliance with any building, zoning, land use or environmental laws, codes, rules, regulations or ordinances, and Lessee shall not be required to effect any improvement, alteration or structural repair or changes or to make any capital expenditure with respect to the Boathouse by reason of any applicable laws, codes, rules, regulations, ordinances and the like;

(c) Lessee shall perform such routine cleaning and maintenance of the Boathouse (excluding, in all events, structural or mechanical repairs or improvements to the Boathouse) that is necessary to maintain the Boathouse in reasonably good order and condition, including purchase and timely replacement of lightbulbs and ballasts in the Boathouse;

(d) To the extent received by Lessee during the term of this Lease, Lessee shall deliver to Lessor a copy of any notice of a health, municipal or police regulation, order or requirement pertaining to or controlling the use of the Boathouse;

(e) Lessee shall pay all personal property taxes on any and all personal property related to the Boathouse, as applicable;

(f) Lessee shall be responsible for keeping all portions of the Boathouse free from accumulations of snow and ice; and

(g) Lessee shall pay for all utilities serving the Premises and the Boathouse, including, without limitation: electricity, gas, heat, air-conditioning, water, storm water and sanitary sewer, which are reasonably necessary in connection with Lessee's use and operation of the Boathouse;

6. Lessor's Obligations. During the term of this Lease, Lessor shall be responsible for the following at its sole expense:

(a) Lessor shall provide all rehabilitation, repair, alterations, improvements and restorations of the Premises and the Boathouse including without limitation, all structural and mechanical components of the Boathouse, and shall maintain, or cause to be maintained, such other portions of the Premises as may be directly adjacent to or otherwise serving the Boathouse, including the remainder of Hains Park, driveways, curbs and sidewalks, in good order and condition;

(b) Lessor shall pay real estate taxes and other taxes and assessments pertaining to the ownership of the Premises and the Boathouse, as applicable;

(c) To the extent received by Lessor during the term of this Lease, Lessor shall deliver to Lessee a copy of any notice of a health, municipal or police regulation, order of requirement pertaining to or controlling the use of the Boathouse;

(d) Lessor shall comply with any building codes or zoning, land use environmental laws or ordinances with regard to the Boathouse and all other applicable laws codes, rules, regulations, ordinances and the like relating in any manner to the Boathouse or the occupation of the Boathouse in general (as opposed to the specific use of the Boathouse as a boathouse by Lessee) and any requirements of any fire insurance underwriters or ratings bureaus, now in effect or which may hereafter come into effect, and make any and all alterations, changes, repairs, replacements and improvements required hereby. Without limiting the foregoing, Lessor agrees to comply with the applicable provisions of the Americans with Disabilities Act of 1990, as amended, and all regulations issued by the U.S. Attorney General or other governmental agencies with respect to the Boathouse, including, without limitation, all common access and use areas thereof, such as rest rooms elevators, elevator lobbies, stairs, and stairwells.

7. **Maintenance and Repair.** Lessee agrees to use reasonable diligence in the care, protection and maintenance of the Boathouse during the term of this Lease, and to surrender the Boathouse at the termination of this Lease in good condition, ordinary wear and tear and casualty damage excepted. Lessee shall have no responsibility for structural repairs.

(a) **Lessor's Maintenance.** Lessor shall maintain in good order, condition and repair, and replace when necessary, the floors and all structural elements of the Premises, the elevators serving the same (provided however that Lessee shall be responsible for maintaining the same), any overhead door to the Boathouse and the access control therefor, any blower and/or ventilation system for the Boathouse, the electrical systems (but not the lightbulbs or ballasts) for the Boathouse, and the drainage systems (but not the grates at openings thereto) for the Boathouse. Lessor shall make a reasonable effort to advise Lessee by telephone prior to undertaking any maintenance or repair which would interfere with the operation of the Boathouse (except in the case of an emergency) and shall make a reasonable effort to minimize such interference, provided that Lessor shall not be required hereby to perform such maintenance or repair after business hours or on weekends. Lessor shall also promptly repair or replace any damage to or destruction of the Boathouse caused by the negligence of Lessor or any of its employees, agents, customers or invitees.

(b) **Lessee's Maintenance.** Lessee shall keep all portions of the Boathouse in a clean and sanitary condition. Lessee shall also maintain in good order, condition and repair all personal property, elevators, equipment and fixtures installed or placed upon the Boathouse. Lessee shall also promptly replace all burnt out lightbulbs and ballasts in the Boathouse and shall keep free from blockage the grates at the openings to the drainage systems for the Boathouse.

(c) Lessor shall be responsible for all Boathouse repairs of a structural nature, including, but not limited to: electrical, plumbing, pavement repair, painting of the structure, repairs to the walls, floors and roof of the Boathouse, and maintenance of the heating and ventilation systems.

(d) Lessee shall be responsible for repairs or replacement of any damage to or destruction of the Boathouse caused by the negligence of Lessee or any of its employees, agents, students, customers or invitees.

(e) Lessee shall have no obligation with respect to the condition, maintenance, or repair of any of the sidewalks which may be adjacent to or adjoin the Premises except as and to the extent damaged by Lessee or its employees in its use of the Premises; Lessor, at Lessor's expense, agrees to promptly make all repairs to such sidewalks required by law or public safety except Lessee, at Lessee's expense shall make all repairs thereto for damage resulting from its use of the Premises.

8. **Alterations and Improvements.** Lessee may, with approval of Lessor, which shall not be unreasonably withheld or delayed, make alterations and improvements, including the installation of appropriate signage and/or equipment, at Lessee's expense, to the Premises as may be required for the purpose of Lessee's use and operation of the Boathouse; provided, however, that Lessor, upon the expiration of this Lease, may require Lessee to restore the Premises as nearly as possible to its condition at the beginning of the Lease, ordinary wear and tear and other casualty excepted, by giving written notice to Lessee not later than thirty (30) days before the expiration of this Lease or any extension thereof. Lessee may, prior to the expiration of the Lease or any extension thereof, remove all fixtures and equipment which have been placed on the Premises by Lessee, and which have not been paid for by Lessor.

9. **Use of Premises.**

(a) The Premises shall be used by Lessee for the purpose of operating a school and community rowing program.

(b) Lessee shall enter into an agreement with the Old Lyme Rowing Association, its successor, or similarly situated organization, regarding the operation and management of the school and community rowing program as referenced above. Lessee agrees to provide a copy of any such agreement to Lessor.

(c) Notwithstanding any other provision of this Lease, Lessee shall not use or cause anything to be done in or anything to be brought into or kept in or about the Premises or any part thereof (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or (ii) for any unlawful purposes or in any unlawful manner.

(d) Lessee shall obtain, and shall comply with all the terms and provisions of all necessary licenses, permits, and approvals applicable to the use and operation of the Boathouse as a boathouse at the Premises from any governmental or quasi-governmental

authorities having jurisdiction over such use and operation, if any. All such licenses, permits, and approvals shall be in the name of Lessee and Lessee will sign any applications or other documents necessary to obtain such licenses, permits or approvals. Lessor will cooperate reasonably with Lessee, at no out-of-pocket cost to Lessor, in order to assist Lessee in obtaining any such licenses, permits, and approvals. Notwithstanding the foregoing, any such licenses, permits or approvals that relate to the Building as a whole rather than to Lessee's use and operation of the Boathouse as a boathouse at the Premises (such as, for example, certificates of occupancy and zoning approvals) shall be obtained by Lessor at Lessor's expense, and shall be in the name of Lessor. The Premises shall not be used for any illegal purpose, nor in any manner to create any nuisance, or trespass.

10. Insurance. Prior to commencement and during the term of this Lease, Lessee agrees to carry/maintain occurrence based, liability insurance in such amounts as shown below and to pay all the premiums thereon when due.

(a) Lessee shall maintain a Public Liability insurance policy with a limit of not less than \$6,000,000 for injury to any one person, and \$6,000,000 for any one accident. Lessee shall name Lessor as an additional insured on such policy.

(b) In no event shall Lessor be responsible for injuries to Lessee's employees, agents, contractors/sub-contractors while at the Boathouse. Lessee agrees to waive subrogation rights and to cause its insurance company to waive subrogation rights for all injuries or disease sustained by employees, agents, contractors/subcontractors.

(c) Lessee shall obtain and maintain liability insurance on elevators in the Boathouse naming Lessor and Lessor's mortgagee as an additional insured.

(d) Lessor shall obtain fire and extended coverage insurance covering the Boathouse.

11. Waiver of Subrogation. Lessor waives all rights of recovery, if any, against Lessee for damage to, or destruction of, the Premises in the event such damage or destruction is caused by fire or other casualty which may be covered by a standard fire and extended coverage insurance policy.

12. Security. Lessor acknowledges that Lessee's obligations hereunder do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of any persons within or about the Premises. Lessee has no knowledge or expertise as a guard or security service, employs no personnel for that purpose, and Lessee's employees do not guard or protect customers against the intentional acts of third parties. Lessor shall determine, in its discretion, the extent to which precautionary warnings and security devices or services may be required to protect persons in and about the Premises. The failure to secure adequate insurance shall not serve to relieve Lessor of this requirement.

13. **Assignment and subletting.** Lessee shall not assign this Lease in whole or in part, nor shall Lessee sublet all or any part of the Premises, without the prior written consent of the Lessor.

14. **Default.** In the event Lessee fails to pay rent when due and such failure is not cured within ten (10) days after receipt of written notice of such failure by Lessor to Lessee or in the event of a material default in the performance by Lessee of any other condition herein contained, and such default is not cured within thirty (30) days after receipt of written notice of such default by Lessor to Lessee, or such additional time as is reasonably necessary to cure the default in the event that Lessee has commenced remedying such default within such thirty (30) day period, and said cure occurs no later than sixty (60) days thereafter, then, in any such case, Lessor may: (1) serve written notice upon Lessee that Lessor elects to terminate this Lease upon a specified date not less than thirty (30) days after such written notice and this Lease shall then terminate on that date so specified, and Lessor shall have the right to re-enter, repossess, or re-rent the premises upon such date; or (2) cure the default and invoice Lessee for all costs incurred by Lessor to cure the default, in which case this Lease shall continue in full force and effect if Lessee pays the costs of cure within fifteen (15) days following receipt of the invoice from Lessor. In addition to the foregoing, Lessor shall be entitled to such other remedies as exist in law or in equity. No default shall be deemed waived unless such waiver is in writing.

15. **Indemnity.**

(a) Lessee shall defend, indemnify and hold Lessor harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Lessor attributable to the recklessness, carelessness or negligence of Lessee or any of its agents, servants, or employees from any cause arising out of the occupancy of the Premises by Lessee pursuant to this Lease, including, without limitation by specification, property damage and/or injury or death to any person or persons. Lessor shall defend, indemnify and hold Lessee, its agents, employees and affiliates harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Lessee attributable to the recklessness, carelessness or negligence of Lessor or any of its agents, servants or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

(b) It is agreed that any actions, costs, claims, losses, expenses and/or damages resulting from design or structural faults or defects are the responsibility of Lessor. It is understood and agreed that the Premises are burdened with pipes, conduits, and lines necessary for utility services to Lessor's building. Lessor does hereby agree to save harmless, protect, and indemnify Lessee from and against any and all liability, claims, causes of action, and costs, including loss of revenue by Lessee, arising from, out of, or because of the existence of pipes, conduits, and lines on the Premises unless same shall result from negligent actions of Lessee, its servants, agents or employees.

16. Condemnation and Other Taking.

(a) As used in this Lease, "Taking" means the acquisition, during the Term, by any public or private authority of all or any part of the Premises, or any interest therein, pursuant to its exercise of its power of eminent domain or under threat of exercise of that power.

(b) If any Taking shall occur which is a Taking of access to the Premises or of ten percent (10%) or more of the Boathouse then either Lessor or Lessee may terminate this Lease by giving the other notice thereof on or before the thirtieth (30th) day after the public or private condemning authority takes possession of such portion of the Premises pursuant to such Taking. If this Lease is terminated in accordance with the immediately preceding sentence, then such termination shall be effective on the tenth (10th) day after the notice effecting such termination is given, and Lessee shall yield up the Premises at such termination. In the event of such termination, Base Rent and other charges under this Lease shall be apportioned to the date of such termination; and Lessor and Lessee shall thereafter have no rights, liabilities or duties under this Lease; provided, however, that such termination shall not release Lessor or Lessee from any liability with respect to any event occurring prior to such termination or which otherwise shall have accrued prior to such termination.

(c) If a Taking shall occur and either: (a) no right to terminate shall arise by reason thereof; or (b) a right to terminate shall arise by reason thereof but neither Lessor nor Lessee shall exercise the same, then: (i) this Lease and the Term shall continue in full force and effect; and (ii) Lessor shall, at its expense, promptly commence and diligently prosecute to completion, to the extent reasonably possible after the loss of the area subject to such Taking, the restoration of the Premises to substantially the same condition they were in prior to such Taking.

(d) The entire award or consideration paid by reason of any Taking shall be paid to, and be the property of, Lessor without any deduction therefrom for any leasehold estate or interest of Lessee. However, Lessee shall not be prevented from making a claim in its own name against any such condemning authority with respect to any furniture, trade fixtures, trade equipment, merchandise or personal property of Lessee which shall be subject to a Taking and for Lessee's moving and relocation costs.

17. Destruction of, or Damage to, Premises.

(a) If the Premises should, at any time during the Term, be damaged or destroyed by fire or other casualty, then Lessee shall give Lessor notice of such damage or destruction promptly after the same shall occur. If damage or destruction occurs to the Premises and the same does not interfere with Lessee's use of the Boathouse, then the provisions hereof shall not apply to such damage or destruction.

(b) On or before the fifteenth (15th) day after Lessee gives Lessor a notice pursuant to Subsection A above of any damage or destruction, Lessor and Lessee shall

meet to discuss such damage or destruction and Lessor's plans for repairing, rebuilding or restoring the Premises, whichever shall have been described in such notice (such repair, rebuilding or restoration being herein called the "Casualty Work"). At such meeting, Lessor shall advise Lessee of the length of time which Lessee reasonably estimates will expire between the date of Lessee's notice to Lessor of such damage or destruction and Lessor's completion of the Casualty Work (such period being herein called the "Restoration Period").

(c) If the Restoration Period shall be longer than twelve (12) months or will end less than one (1) year before the last day of the Term, then either Lessee or Lessor may terminate this Lease by giving the other notice thereof after the meeting described in Subsection B hereof but on or before the fifth (5th) day after such meeting. If this Lease is terminated in accordance with the immediately preceding sentence, then such termination shall be effective as of the tenth (10th) day after the notice effecting such termination is given, and Lessee shall yield up the Premises at such termination. If this Lease is terminated in accordance with this Subsection, then all Base Rent and other charges under this Lease shall be apportioned to the date of such termination; and all rights, duties and liabilities hereunder of Lessor and Lessee shall terminate on the date of such termination, except that neither Lessor nor Lessee shall be released by such termination from any liability with respect to any event occurring prior to such termination or which shall have accrued prior to such termination.

(d) If the Premises shall be damaged or destroyed by fire or other casualty and this Lease shall not be terminated by reason thereof in accordance herewith, then Lessor shall commence the Casualty Work promptly after the meeting described in Subsection B hereof and diligently prosecute the same to completion.

18. Holding Over. If Lessee remains in possession of Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall be a lessee at will at twice the rental rate in effect at the end of the Lease; and there shall be no renewal of this Lease by operation of law.

19. Taxes and Assessments. Lessor shall be responsible for payment of all property taxes (other than personal property taxes which are Lessee's responsibility) and special assessments on the Premises.

20. Termination by Lessee. Lessee shall have the right to terminate this Lease by giving Lessor thirty (30) days written notice of such termination to Lessor if any license, franchise, right or privilege to operate a Boathouse on the Premises by Lessee is revoked or suspended for thirty (30) consecutive days by any governing authority having jurisdiction over the Premises, and such revocation or suspension is due to no fault, negligence, or act of omission or commission on part of Lessee.

21. Lessor Representation.

(a) Lessor warrants and represents that it is the owner of the Premises and has the authority to execute this Agreement.\

(b) Lessor warrants and covenants that:

- i. The laws and/or ordinances affecting the Premises do not prohibit the uses herein provided;
- ii. The Premises shall comply with all local, state, and federal laws, regulations, ordinances, and codes now in effect or which become effective during the term herein;
- iii. Lessor has not received any notice and is not aware of any violations of any local, state, or federal laws or regulations affecting the Premises including, but not limited to, the Occupational Safety and Health Act of 1970; and
- iv. Lessor shall be responsible, at its own expense, for compliance with all environmental and disability matters, laws, regulations, ordinances, and codes including (without limitation) the Americans with Disabilities Act of 1990.

22. Force Majeure. If either Party to this Agreement is unable to perform Its obligations under this Agreement as a result of either (i) weather; (ii) acts of God; or (iii) acts of terrorism or civil disturbance, then such non-performance in each such Instance shall not be considered a breach of this Agreement. If such an event or condition occurs, is continuing for thirty (30) days, and has a continuing significant, adverse impact on either Party's ability to perform, either Party shall have the right to terminate this Agreement upon sixty (60) days' prior written notice to the other Party.

23. Lease Superior or Subordinate to Mortgage and Sale Leaseback.

(a) It is agreed that the rights and interest of the Lessee under this Lease shall be automatically subject and subordinate to any mortgages that are now existing or may hereafter be placed upon the Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, without the need for any further instrument or for the mortgagee named in said mortgages to make any election; except that any mortgagee may elect to give the rights and interest of the Lessee under this Lease priority over the lien of its mortgage by notice delivered to the Lessee. In the event of such election, and upon notification by such mortgagee to the Lessee to that effect, the rights and interest of the Lessee under this Lease shall be automatically deemed to have priority over the lien of said mortgage, without the need for any further instrument, whether this Lease is dated prior to or subsequent to the date of said mortgage. The Lessee shall execute and deliver whatever instruments may be required for any of the foregoing purposes forthwith upon demand, and in the event the Lessee fails so to do within ten (10) days after demand in writing, without limiting the Lessor's other rights on account of such failure, the Lessee

does hereby make, constitute and irrevocably appoint the Lessor as its attorney-in-fact and in its name, place and stead so to do. Upon the request of Lessee, Lessor will use its reasonable best efforts to obtain a non-disturbance agreement from any such mortgagee.

(b) Lessee agrees that it will recognize any purchaser at a foreclosure sale under any mortgage upon the Premises and shall recognize any such purchaser, any transferee that acquires the Premises by deed in lieu of foreclosure and the successors and assigns of such purchaser/transferees as its landlord for the unexpired balance (and any extensions, if exercised) of the term of this Lease upon the same terms and conditions set forth in this Lease.

(c) The rights and interest of the Lessee under this Lease shall be automatically subject and subordinate to any lease of the Premises in connection with a sale and leaseback or any sublease of the Premises in connection with a lease and a subleaseback that may hereafter occur (such leaseback or subleaseback to be referred to in this Section as the "Primary Lease"), without the need for any further instrument or for the Lessor, or sublessor pursuant to such sale and leaseback or lease and subleaseback (such lessor or sublessor to be referred to in this Section as the "Primary Lessor") to make an election, except that the Primary Lessor may elect to give the rights and interest of the Lessee under this Lease priority over the Primary Lease by notice delivered to the Lessee. In the event of such an election, and upon notification by the Primary Lessor to the Lessee to that effect, the rights and interest of the Lessee under this Lease shall be automatically deemed to have priority over the Primary Lease, without the need for any further instrument, whether this Lease is dated prior to or subsequent to the date of the Primary Lease. The Lessee shall execute and deliver whatever instruments may be required for any of the foregoing purposes forthwith upon demand, and in the event Lessee fails so to do within ten (10) days after demand in writing, without limiting the Lessor's other rights on account of such failure, the Lessee does hereby make, constitute and irrevocably appoint the Lessor as its attorney-in-fact and in its name, place and stead so to do.

24. Estoppels. Lessee shall, within ten (10) business days, upon request by Lessor, execute and deliver to Lessor a statement, or such other written declaration in recordable form as Lessor may reasonably request: (1) ratifying this Lease; (2) expressing the commencement and termination dates; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated, that all conditions under this Lease to be performed by Lessor have been satisfied; that there are no defenses or offsets against the enforcement of this Lease by Lessee or stating those claimed by Lessee; the amount of advance rental if any (or none if such is the case) paid by Lessee and the amount of security deposit, if any, deposited with Lessor; (4) acknowledging that Lessor's interest has been assigned to Lender as security; (5) acknowledging that Lender has succeeded to the interest of Lessor; (6) certifying that Lessor is not in default under this Lease; (7) certifying that Lessee has not received notice of violation of any federal, state, county or municipal laws, regulations, ordinances, orders or directives relating to the use or condition of the Premises; (8) certifying that no hazardous wastes or toxic substances, as defined by all applicable federal, state, or local statutes, rules or regulations have been disposed, stored or treated on or about the

Premises by Lessee; and (9) certifying that Lessee is authorized to execute the Estoppel. Such declaration shall be executed and delivered by Lessee from time to time as may be requested by Lessor. Lessor's mortgage lenders and/or purchasers shall be entitled to rely upon the same.

25. Miscellaneous Provisions. It is mutually covenanted and agreed by and between the parties as follows:

(a) That this Lease shall be construed, enforced and governed in all respects by the laws of the State of Connecticut.

(b) That the captions of the Sections of this Lease are inserted for identification and convenience only, and shall not govern the construction, nor alter, vary, or change any of the terms, conditions, or provisions of this Lease or any Section hereof.

(c) Each provision herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

(d) The failure of either party to insist upon strict performance of any of the provisions of this Lease or to exercise any right herein conferred shall not be construed as a waiver for the future of any provision, but the same shall remain in full force and effect.

(e) This Lease contains the entire agreement by and between the parties hereto and supersedes any and all previous agreements, written or oral, between said parties. Unless otherwise specifically provided herein, pronouns of any gender shall include the other gender wherever the sense of this Lease requires them to.

(f) This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmittal of the signatures of the parties hereto by facsimile shall be deemed as effective as an original signature thereon.

(g) The Exhibit attached to the Lease is incorporated herein and made a part hereof, as though fully set out herein.

(h) Any person, firm or corporation who may acquire an interest in the Premises leased hereby, or in the improvements thereon, shall take notice of all the terms and conditions set out herein as well as the covenants referred to herein, and shall be bound thereby.

(i) This Lease is specifically conditioned upon the ability of Lessor to obtain all necessary and requisite licenses, permits and/or other authorization from the applicable city, state, and county authorities having jurisdiction over the Premises in order to operate a Boathouse.

(j) Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Lessor.

(k) In the event that either party institutes legal proceedings to enforce its rights hereunder, the prevailing party in such legal proceeding shall be paid all of the costs it incurs, including reasonable attorney's fees.

26. **Notices.** Any notice, report, request or demand required, permitted, or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served, for all purposes only if sent to the addresses of the parties set forth on page 1 of this Agreement by certified mail, return receipt requested, or a nationally-recognized overnight courier and shall be deemed to have been given or served only on the date received or rejected. Either party may, by such notice, designate a new or other address to which notice may be mailed.

27. **Effective Date.** The Effective Date of this Lease shall be the latest date on which both Region 18 and the Town have executed this Lease as indicated below.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates set opposite the signatures of the parties.

In the presence of:

**LESSOR
TOWN OF OLD LYME**

_____	_____	By	_____
_____	Date		_____

**LESSEE
REGIONAL SCHOOL DISTRICT NO. 18**

_____	_____	By	_____
_____	Date		_____

EXHIBIT A

Legal Description

A certain piece or parcel of land, and all improvements thereon, within the area of land known as Hains Park, located at 166 Boston Post Road, in the Town of Old Lyme, County of New London and State of Connecticut, being that land situated under the boathouse, designated as "Boathouse Foundation (As Is)" on a map filed in the office of the Old Lyme Town Clerk, entitled "Map Showing A Portion of Property of Town of Old Lyme, Old Lyme, Connecticut April 18, 1988 Scale 1" = 20' prepared by Hendriks Associates, Old Lyme, Conn.