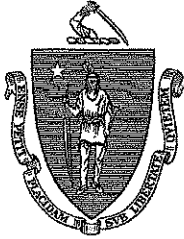


Original W/H agreement
Amended Agreement 7/31/91
Lease of Bldgs between W+WH+RSD
Lease of Bldgs between H+WH+RSD
Signed lease Agreement between H+WH+RSD
4/8/97
Special legislation = 50y. lease
3/22/96



The Commonwealth of Massachusetts

EMERGENCY FINANCE BOARD STATE HOUSE, BOSTON

September
Fourth
1956

At a meeting of the Emergency Finance Board of the Commonwealth, held on the 4th day of September, 1956, a majority of said Board being present, the following vote was passed:

VOTED: That in accordance with the provisions of Section 11B, Chapter 71 of the General Laws, as amended by Chapter 638 of the Acts of 1949, and Chapter 331 of the Acts of 1951, the proposed agreement entered into by the Regional School District Committee of the TOWNS OF HANSON and WHITMAN for the purpose of Establishing and Constructing a Regional Senior High School be and hereby is approved.

EMERGENCY FINANCE BOARD by:

Edward J. Doyle
Chairman

John F. Kennedy
Joseph J. Woodcock
George E. Lane
Fernand B. Pierce
Secretary

September 24, 1956

To the Selectmen of the Towns of Whitman and Hanson:

We have examined and investigated the matters set forth in the General Laws, Chapter 71, Section 14A. In accordance with the provisions of Chapter 71 of the General Laws, the Regional School District Planning Board recommends that a regional school district for grades 9 to 12, inclusive, be established for the towns of Whitman and Hanson and we herewith submit an agreement for the establishment of a regional school district.

We also submit herewith a report of our findings.

Respectfully submitted,

REGIONAL SCHOOL DISTRICT PLANNING BOARD

For the Town of Whitman

For the Town of Hanson

Walter R. Brittain

John F. Hurvost

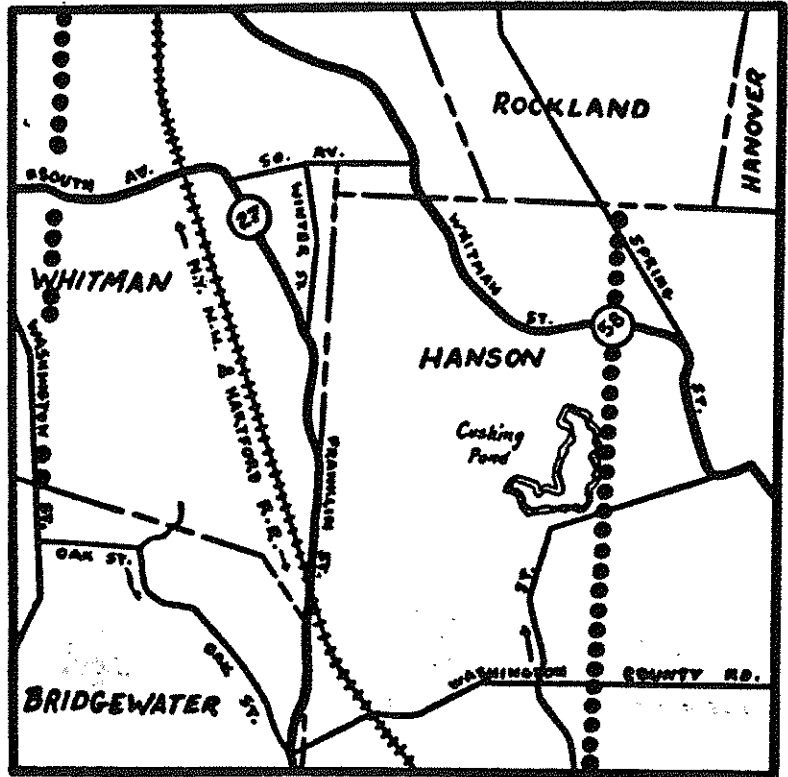
James A. Matthews

Marie C. Martin

Katherine L. McInnes

Stanley L. Baker

**REPORT OF THE
WHITMAN - HANSON
Regional School District Planning Board**



PROPOSED AREA FOR LOCATION OF REGIONAL SCHOOL

The proposed agreement printed on pages 9-17 of this report will be voted on at Special Town Meetings in Whitman and Hanson on Monday, October 22, 1956.

**REPORT OF THE WHITMAN-HANSON
REGIONAL SCHOOL DISTRICT PLANNING BOARD**

At the 1956 annual town meetings of Whitman and Hanson, the Moderator of each town was instructed to appoint a three member Regional School District Planning Committee. Accordingly, the appointments made were:

For Whitman

Mr. Walter Brittain
Mr. James Matthews
Mrs. Joseph McInnes

For Hanson

Mr. John Harriott
Mr. Stanley Baker
Mrs. Donald Martin

On April 16, 1956, and in accordance with Chapter 71 of the General Laws, the committees of the two towns organized and formed the Regional School District Planning Board of Whitman and Hanson, with Walter Brittain of Whitman and John Harriott of Hanson as co-chairmen, and Mrs. Joseph McInnes of Whitman as secretary. Duplicate press releases for each town have been handled by Mrs. Donald Martin of Hanson and Mrs. Joseph McInnes of Whitman. Duplicate permanent records of meetings have been kept by Mrs. Edward Vaughan of Whitman, who was appointed clerk by the Board.

The Planning Board has held regular meetings during the past six months to study the educational needs in both towns. After careful study, it is the opinion of the Board that a four-year Regional High School will best serve the needs of the two towns.

Within the following pages you will find the results of the Board's investigation and the reasons for their recommendation. They urge you to study the Brochure in its entirety, attend forums to be held in each town, and to be ready to vote "YES" at the Special Town Meeting when this recommendation will be decided by your action.

WHITMAN'S SITUATION

When school opens in September 1957 we shall have all elementary schools filled to capacity with 1,530 pupils. Our present High School is overcrowded now. Previous study groups have shown us our enrollment trends. We now have the following alternatives:

1. Construct a Junior High School and use the present one as an elementary school.
2. Construct a new High School and use the present one as a Junior High School.
3. Enlarge one or more of the newer elementary schools.

It is our opinion that the construction of a modern Senior High School on a Regional basis is the only practical solution to the problem we face. Projected enrollment figures show us that in 1956 we shall have 620 high school pupils, and by 1962 — 771 pupils.

In building a new Regional High School in cooperation with the town of Hanson, we will give our children the opportunity to have a modern program in Industrial Arts, in Homemaking, in Physical Education and Health, and provide adequate Science and Library Facilities, in addition to regular classes. We shall also be able to give our children of Junior High School age a modern, well planned and efficient program which under present circumstances cannot be done.

—:—

THE HANSON SITUATION

The larger numbers of pupils in the elementary grades **ARE PUSHING** into the HIGH SCHOOL. Hanson's High School enrollments are reported as follows: In 1944 — 98; In 1950 — 123; In 1955 — 175. The projected High School enrollment for 1960 is 274.

Whitman **NO LONGER** has room for Hanson High School pupils on a tuition basis. The Whitman School Committee has notified Hanson to that effect, with only two more years to go under present arrangements.

Hanson **MUST** either share in the Capital Cost of a new Regional School building or carry a **MUCH GREATER COST** if we build **OUR OWN HIGH SCHOOL**.

The **TAX INCREASE** will be **LESS**, and we will **GAIN** in **CONTROL** if we **VOTE REGIONAL**.

BENEFITS OF THE REGIONAL HIGH SCHOOL

The people of Whitman and Hanson have every reason for their pride in the present Whitman High School. The record of past performance in all areas has been outstanding, and the graduates of our High School have been successful in business and industry as well as in all fields of higher education. The Whitman High School is a good school with high standards of instruction and holds a fine record of accomplishment. The time has come, however, when the physical plant of our High School is no longer adequate to perform the tasks or to provide the facilities for secondary education in the modern age. Our classrooms are overcrowded with large class sections and our laboratory facilities for the instruction of chemistry, physics, biology, general science, household arts, and industrial arts are inadequate. Overcrowded study halls and physical education classes are due to inadequate gymnasium and locker room facilities. The library is extremely small and inadequately housed in the cafeteria.

We are now discussing the Regional High School as a means of obtaining the necessary facilities. In the first place, just what is a Regional High School? Well, a Regional High School is just a school built through the mutual cooperation of two or more communities which desire the best of educational facilities for their young people at the most economical cost and one which is within their ability to pay. By elected representation on the Regional School Committee, each community is granted a measure of control and supervision over the program and policy of their High School. The Regional High School is able to provide a far better education for its students than could possibly be provided by any one community. Some folks will want to ask why the small high school cannot offer as good educational opportunities as a larger one such as the proposed Regional High School. The answer to that is of course it can — at a price — but not at a price that most taxpayers wish to meet and as a result education suffers.

The fundamental purpose in our case for the Regional High School is to provide an educational program that will accomplish the following goals at the most economical cost:

1. An instructional program which offers well-organized educational experience in the various academic subjects, in music and art, and in such general fields as business, homemaking, and industrial arts.
2. A building that is constructed and equipped to provide the kind of educational services needed in addition to regular classrooms. Such a school plant would include:
 - a. A well equipped homemaking department which can provide experience in child care, the preparation and preservation of

- foods, home furnishing and decoration, laundering, the making of and caring for clothes, etc.
- b. A commercial department which gives students training and development in those subjects and equipment necessary for success in the business world.
 - c. Shops and equipment for teaching carpentry, automotive mechanics, and general industrial arts.
 - d. Equipment and space suitable for teaching instrumental and vocal music.
 - e. Adequate laboratories for teaching the physical and biological sciences.
 - f. Space and equipment for remedial work.
 - g. A health unit which provides room for physical examinations and space to give first aid to pupils in the event of illness or accident.
 - h. A guidance office for conferences, with an ante room for displays and exhibits, and a waiting room space.
 - i. Gymnasium and athletic facilities which make ample provision for the physical education of all pupils.
 - j. A library with a collection of well-selected books and periodicals accessible to students and under the direction of a qualified librarian.
 - k. An auditorium equipped for school assemblies, dramatic productions, music programs, and community activities.
 - l. A cafeteria for the serving of suitable well-balanced meals at a minimum cost.

The advantages of the Regional High School are many and may be summed up as follows:

MORE ECONOMICAL TO BUILD AND TO OPERATE.

GREATER FINANCIAL AID FROM THE STATE.

BETTER EDUCATIONAL FACILITIES.

BETTER EDUCATIONAL AND ATHLETIC PROGRAMS.

MORE TALENTED AND BETTER TRAINED TEACHERS.

We might ask who will benefit if a Regional High School is built.

The answer is obvious:

OUR CHILDREN — who will enjoy a better and broader educational program.

WE THE TOWNS — who will jointly own and operate a modern educational institution. Good schools tend to attract desirable residents.

WE THE TAXPAYERS — who will save money taxwise in the construction and operation of our school.

SOME DOLLAR AND CENT CONSIDERATIONS

The decision to build a Regional High School instead of two town high schools is based largely on dollar and cent considerations. The estimated cost to construct a 900 pupil Regional High School is \$2,029,275. State aid available for such a school is \$1,354,540. Whitman's share of the cost would be \$458,819 and Hanson's share would be \$215,914.

A new high school in Whitman for 650 to 700 pupils would cost about \$1,650,825; a new high school in Hanson for 300 pupils would cost \$893,925. State aid available for two such schools would result in adjusted costs of \$907,953 for Whitman and \$446,962 for Hanson.

A Regional High School for Whitman and Hanson effects savings of \$442,387 for Whitman and \$237,795 for Hanson, or combined savings for the two towns of over \$680,000.

FIRST-YEAR OPERATING COSTS OF REGIONAL HIGH SCHOOL

With an estimated enrollment of 700 pupils the first year we would need a faculty of thirty-five to operate the school. Instruction is the major cost of operation. Other items of cost are shown below:

Instruction	\$162,000
Operation	28,000
Transportation (first year only)	20,000
Auxiliary	7,000
General Expense	6,000
Maintenance	5,000
Miscellaneous	2,000
	<hr/>
	\$230,000

Because of state aid, transportation will be a small cost, if any, after the first year of operation.

At present Whitman High tuition is \$285 per pupil, excluding general expense and transportation. The cost of \$291 per pupil on the same basis for the above estimated budget is reasonable.

QUESTIONS AND ANSWERS ON THE REGIONAL SCHOOL

- Q. What will the proposed Regional High School cost?**
- A.** A preliminary estimate is \$2,029,275.00.
- Q. How will this cost be apportioned?**
- A.** The State will pay 65% — approximately \$1,253,000, plus planning costs;
Whitman 24% — approximately \$459,000.00, plus interest;
Hanson 11% — approximately \$216,000.00, plus interest.
- Q. How are the interest charges apportioned?**
- A.** The Region pays the interest on the full amount borrowed; the State pays no interest. Whitman will pay 68% of the interest charges and Hanson 32%.
- Q. Are there other financial advantages in building a Regional High School?**
- A.** Yes. In addition to paying 65% of the construction costs the State will:
1. Pay all planning costs for the Regional School. These are estimated at \$101,500.00.
 2. Increase by 15% its annual contribution for school operating costs in each of the towns in the Regional School District.
 3. Pay for all bus transportation for Regional School pupils who live over one and one-half miles from the School.
- Q. Where will the Regional High School be built?**
- A.** Within one mile of the Whitman-Hanson line.
- Q. Why not delay a year or two for Federal Aid?**
- A.** Overcrowded conditions in our High School mean we cannot afford to wait. At present there is no Federal Aid Program available to us. State Aid now available probably is at its maximum.
- Q. How will the cost of the Regional School affect tax rates?**
- A.** For the first year after construction, the increases in tax rates are estimated for Whitman at \$5.80; for Hanson \$5.09. Thereafter, as principal payments are made and as interest charges are decreased, taxes created by the new Regional School should decrease each year until the Bonds have been paid off.

The following table will illustrate the effect of principal and interest payments on the tax rates in Whitman and Hanson.

EFFECT ON TAX RATES

Years After Construction Starts	Payments Due For		Increased State Aid Available	Net Cost	Effect on Tax Rate
	Principal	Interest			
(FOR WHITMAN)					
1	\$22,940.00	\$39,328.00	\$10,000.00	\$52,268.00	\$5.80
10	22,940.00	21,630.00	10,000.00	34,570.00	3.84
20	22,940.00	1,966.00	10,000.00	14,906.00	1.64
(FOR HANSON)					
1	\$10,796.00	\$18,507.00	\$ 5,887.00	\$23,416.00	\$5.09
10	10,796.00	10,178.00	5,887.00	15,087.00	3.28
20	10,796.00	925.00	5,887.00	5,834.00	1.27

- Q. When will the Regional School be ready for use?**
- A.** If the District is approved at this time, the new High School could be ready for use by September 1959.
- Q. Will the new Cardinal Spellman High School affect our high school enrollment?**
- A.** Yes. Estimates of enrollment have already taken this factor into consideration. Future growth in the District will more than offset any transfers to the Parochial School.
- Q. How are the Region's share of the capital and operating costs apportioned between Whitman and Hanson?**
- A.** The total capital costs to the Region (purchase of land, construction, equipment, etc.) is related to the 1955 personal and real estate valuations of both towns. On this basis Whitman's share is 68% and Hanson's share is 32%.
Operating costs are shared by the two towns in relation to the number of pupils from each town. The operating cost for the first year of the new school is estimated to be \$291.00 per pupil.
- Q. Will Whitman lose its name and identity in the proposed Regional School?**
- A.** No, of course not. The name of the school must be chosen by the Regional School Committee. We would expect the name to identify the towns within the region.

**Agreement Between the Towns of Whitman
and Hanson, Massachusetts With Respect
to the
Formation of a Regional School District**

This agreement entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Whitman and Hanson hereinafter referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I — THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Composition

The regional district school committee, hereinafter sometimes referred to as the Committee, shall consist of a minimum of four members, two from each member town, one of whom shall be an appointed member and one of whom shall be an elected member; provided, that any member town shall be represented by an additional member or members if the requirements prescribed in Section IC are fulfilled. Appointed members shall be those appointed by the local school committee of each member town. Elected members shall be those elected at annual town elections. Members shall serve until their respective successors are elected or appointed and qualified.

B. Appointed Members

Immediately after each annual town election, commencing with the annual town election next following the establishment of the District, the local school committee of each member town shall appoint from its membership one member to serve on the Committee for the term of one year.

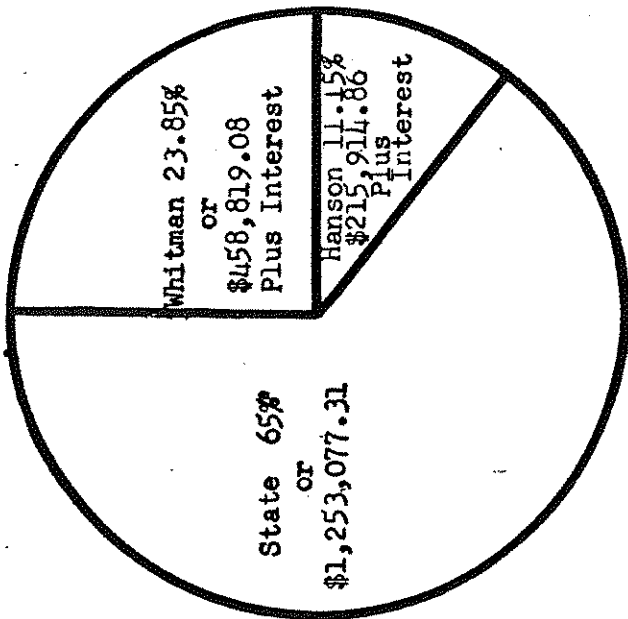
C. Elected Members

Each member town having an enrollment of less than 300 pupils shall be entitled to one elected member; each member town having an enrollment of 300 or more pupils shall be entitled to two elected members; each member town having an enrollment of 600 or more pupils shall be entitled to three elected members; and proceeding in this manner, each 300 pupils shall be the mean increasing number which shall entitle each member town to one additional elected member. Enrollment shall mean the number of pupils residing in each member town enrolled in the regional school on the first day of October next preceding each annual town election; or if no enrollment has been accomplished in the regional school, enrollment shall mean the number of pupils in grades nine through twelve, inclusive, residing in each member town and receiving education at said town's expense on the said October 1. At every annual town election, each member town shall elect the number of members necessary to establish the membership as determined in the preceding paragraph. At the first annual town elections following the establishment of the regional school district, the town of Whitman shall elect one member to serve for a period of one year and the town of Hanson shall elect one member to serve for a term of two years. If, however, at such first annual town elections, either member town is entitled to one or more additional members, each such

REGIONAL SCHOOL COSTS

350 to 300 Pupil School

Gross cost	\$2,029,275.00
State reimbursement of planning costs	101,463.75
Adjusted cost	1,927,811.25
State construction grant	1,253,077.31
Net cost to Region	674,733.94
Net cost to Whitman	458,819.08
plus interest	
Net cost to Hanson	215,914.86
plus interest	

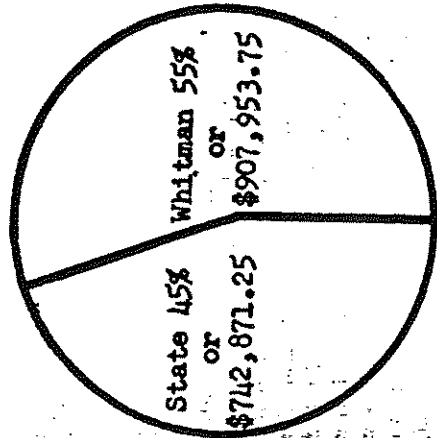


These percentages are based on the 1955 valuations (Real Estate and personal) of each town.

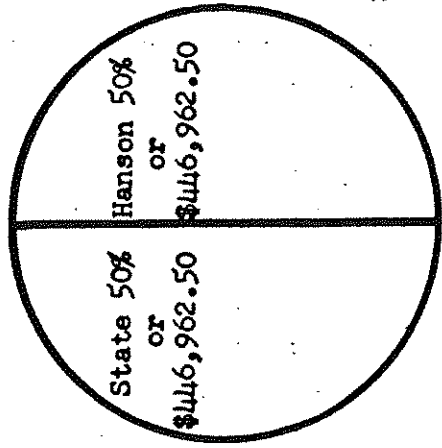
Whitman \$9,709,755.00
Hanson \$4,548,950.00

Out of every dollar spent for construction
Whitman will pay less than 24 cents plus interest
Hanson will pay a little more than 11 cents plus interest

If Hanson builds a school alone
250 to 300 pupil school



If Whitman builds a school alone
650 to 700 pupils



town shall elect such additional members to serve for a term of three years. Thereafter, at every succeeding annual town election when a member town is required to elect one or more members, each such town shall elect each such member to serve for a term of three years. Once a town has become entitled to one or more additional members, its total membership shall not thereafter be reduced.

D. Interim Committee

Notwithstanding the provisions of Section IC, the interim Committee shall consist of five members, three from the town of Whitman and two from the town of Hanson. Within ten days after the establishment of the regional school district, the local school committee of each member town shall appoint from its membership one member and the two members so appointed shall serve until their successors are appointed and qualified as provided in Section IB; and the moderator of the town of Whitman shall appoint two members and the moderator from the town of Hanson shall appoint one member and the three members so appointed shall serve until their successors are elected and qualified as provided in Section IC. At least one of the three members from the town of Whitman and at least one of the two members from the town of Hanson shall have been a member of the regional school district planning board which submitted this agreement, unless no such person is available and willing to serve.

E. Vacancies

If a vacancy occurs among the appointed members, the local school committee of the member town concerned shall within thirty days appoint from its membership a member to serve for the balance of the unexpired term. If a vacancy occurs among the elected members or among those appointed by the moderator of a member town pursuant to Section ID, the selectmen and local school committee of the member town concerned, acting jointly, shall within thirty days appoint a member to serve until the next annual town election at which annual election a successor shall be elected to serve for the balance of the unexpired term, if any.

F. Organization

Promptly upon the appointment and qualification of the initial members and annually thereafter upon the election or appointment and qualification of successors, the Committee shall organize and choose by ballot a Chairman from its own membership. At the same meeting or at any other meeting the Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairman who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

G. Powers and Duties

In addition to the powers conferred and the duties imposed by this agreement, the Committee shall have all the powers and duties

VOTED

3/1/71 Hanson
~~5/12/70~~ Whitman

APPORTIONMENT OF CAPITAL COSTS

The apportionment of capital costs is hereby modified by deleting Paragraph D of Section 4 of said agreement, and in lieu thereof, the following shall be inserted:

"Capital costs of the Whitman-Hanson Regional School District shall be apportioned to the member towns annually in December for the ensuing calendar year on the basis of their respective pupil enrollment in the regional high school. Each member town's share for each calendar year shall be determined by computing the ratio which that town's pupil enrollment in the regional high school on October 1st of the year in which the apportionment is determined bears to the total pupil enrollment from all the member towns in the regional high school district on the same date. In the event that enrollment in the regional high school has not been accomplished by October 1st of any year, capital costs shall be apportioned on the basis of the number of pupils in grades nine through twelve residing in each member town of October 1st of that year and receiving education at such town's expense.

now or hereafter conferred and imposed by law upon the District including, without limitation, the powers and duties specified in Sections 16 to 16I, inclusive, of Chapter 71 of Massachusetts General Laws (Ter. Ed.) and any amendments thereof or additions thereto.

SECTION II — TYPE OF REGIONAL DISTRICT SCHOOL

The regional district school shall be a senior high school consisting of grades nine through twelve, inclusive. The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees therefor, in accordance with the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon.

SECTION III — LOCATION OF REGIONAL DISTRICT SCHOOL

The regional district school shall be located within the geographic limits of the District and within a distance of one mile from the Whitman-Hanson boundary line.

SECTION IV — APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

A. Classification of Costs

For the purpose of apportionment to the member towns, all costs of the District shall be classified as capital costs or operating costs.

B. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payment of principal of and interest on bonds or other obligations issued by the District to finance capital costs.

C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in Section IVB, but including interest on temporary notes issued by the District in anticipation of revenue. *see note above*

D. Apportionment of Capital Costs

Capital costs shall be apportioned to the member towns annually in December for the ensuing calendar year as follows:

to Whitman	68.00%
to Hanson	32.00%

E. Apportionment of Operating Costs

Operating costs for the first calendar year next following the establishment of the regional school district and for every calendar year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional school. Each member town's share for each calendar year shall be determined by computing the ratio which that town's pupil enrollment in the regional district school on October 1 of the year

VOTED

3/21/79

WHITMAN HA_NSON
Tri Dist. Mtg.

AMENDMENT OF REGIONAL AGREEMENT

RELATIVE TO DATES FOR BUDGET CERTIFICATION AND FORMULATION

SEC. VI

Approved and Seconded, to

Amend the Regional Agreement by:

- a) Striking out the words "calendar year" as they appear in the first sentence of Sub-Section B of Section VI of the Agreement and inserting in their place the words "fiscal year"
- b) Striking out the words "November 15" as they appear in Sub-Section B of Section VI of the Agreement and inserting in their place the words "February 1"
- c) Striking out the words "on or before December 1 for the ensuing calendar year" as they appear in the first sentence of Sub-Section C of Section VI of the Agreement and inserting in their place the words "No later than February 15 for the ensuing fiscal year or 45 days prior to annual town meetings, whichever date occurs earlier"
- d) Striking out the words "December 31 of each year preceding the calendar year" as they appear in the second sentence of Sub-Section C of Section VI of the Agreement, and inserting in their place the words "March 1 of each year preceding the fiscal year"

in which the apportionment is determined bears to the total pupil enrollment from all the member towns in the regional district school on the same date. In the event that enrollment in the regional district school has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of the number of pupils in grades nine through twelve residing in each member town on October 1 of that year and receiving education at such town's expense.

F. Times of Payment of Apportioned Costs

Each member town shall pay its proportionate share of the capital and operating costs to the regional school district each year in four equal installments not later than the first day of April, June, August, and December.

SECTION V — TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member towns as an operating cost.

SECTION VI — REGIONAL SCHOOL DISTRICT BUDGET AND PAYMENT BY THE TOWNS

A. Initial Budget

Mut
Within sixty days after the regional district school committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then calendar year. Copies of such proposed budget shall be submitted to the Finance or Advisory Committee, if any, of each member town for their consideration. A budget shall be adopted within twenty-one days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned among the member towns according to the provisions of Section IV hereof. The regional district treasurer shall certify to the treasurer of each member town its respective share of said budget. The sums thus certified shall be payable by each member town to the regional district school committee but only from funds which may be or may have been appropriated by each member town for such purpose, if any.

B. Tentative Maintenance and Operating Budget

Thereafter, the Committee shall annually prepare a tentative operating and maintenance budget for the ensuing calendar year, attaching thereto provision for any installment of principal or interest to become due in such year or any bonds or other evidence of indebtedness of the District. The said Committee shall mail a copy thereof to the Chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town on or before November first, itemized as follows or in such further detail as the regional district school committee may deem advisable:

- | | |
|----------------------------|---------------------------|
| 1. General Control | 6. Outlay |
| 2. Expenses of instruction | 7. Cost of transportation |
| 3. Operation of plant | 8. Special charges |
| 4. Maintenance of plant | 9. Miscellaneous |
| 5. Auxiliary agencies | |

Not later than November 15, the Committee shall hold a public hearing within the District after publication, at least ten days in advance of the hearing in a newspaper or newspapers circulating in the member towns, of a notice signed by the Secretary of the Committee stating the time, place and purpose of the hearing, at which it shall present the proposed regional school district tentative budget and shall answer any reasonable inquiries with respect thereto.

C. Final Maintenance and Operating Budget

The Committee shall adopt an annual maintenance and operating budget including debt and interest charges as a separate item, ~~on or before December 1 for the ensuing calendar year~~, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of paragraphs D and E of Section IV. The amounts so apportioned for each member town shall, prior to ~~December 31 of each year preceding the calendar year~~ to which said budget relates, be certified by the district treasurer to the treasurers of the member towns, and each town shall appropriate the amounts so certified.

SECTION VII — AMENDMENTS

A. Limitation

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

B. Procedure

A proposal for amendment may be initiated by a majority vote of all the members of the regional district school committee or by a signed petition bearing the signatures of ten per cent of the registered voters of any one of the member towns. In the latter case, the said petition shall contain at the end thereof a certification by the town clerk of the said member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters from that town. Any such proposal for amendment shall be presented to the Secretary of the regional district school committee who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen in each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article

stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns.

**SECTION VIII — ADMISSION OF ADDITIONAL TOWNS
TO THE DISTRICT**

By an amendment to this agreement adopted under and in accordance with Section VII above, any other town or towns may be admitted to the regional school district. Such town or towns shall be admitted to the District upon the acceptance by all member towns of an amendment setting forth the terms upon which said town or towns may be admitted to the District and upon the acceptance by the town or towns seeking admission of all the terms of this agreement, as amended, and of the amendment covering the admission of said town or towns.

SECTION IX — WITHDRAWAL

- A. Any member town may, by vote at an annual or special town meeting, petition to withdraw from the District on June 30th of the year named in the vote, but not sooner than the second June 30th following the date of said vote, under terms to be stipulated in a proposed amendment to this agreement and subject to the provisions of Section VII except as otherwise provided herein provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the district treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness. Pursuant to such vote, the town seeking to withdraw shall give at least one year's written notice to the District of its intention to withdraw.
- B. Thereupon, the regional district school committee, if it votes to approve the withdrawal, shall draw up and initiate an amendment to the agreement providing for the withdrawal of the petitioning town. The town seeking to withdraw shall cease to be a member town if the proposed amendment is then approved in the following manner and order (1) by a vote of the town seeking to withdraw and (2) by a vote of the remaining member towns.
- C. Upon the effective date of withdrawal the terms of office of all members serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.
- D. Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

SECTION X — INCURRING OF DEBT

Within seven days after the date on which the Committee authorizes the incurring of debt, other than temporary debt in anticipation of revenue to be received from member towns, the said Committee shall cause written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt, to be mailed by registered mail to the Chairman of the Board of Selectmen of each member town at his last known permanent address in such town.

SECTION XI — TUITION STUDENTS

The Committee may accept for enrollment in the regional district school pupils from towns other than the member towns on a tuition basis and on such terms as it may determine. Income received by the regional district school from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IVE to the member towns.

SECTION XII — EMPLOYMENT OF TEACHERS AND EXTENSION OF TENURE

Every teacher serving at the discretion of the local school committee (tenure teacher) of a town in the district, whose position is superseded by reason of the establishment and operation of the regional school district, shall be employed by the district committee to serve at its discretion. Any teacher not serving at the discretion of the local school committee (non-tenure teacher) of a member town, whose position is superseded by reason of the establishment and operation of the regional school district, shall be given preferred consideration for similar positions in the district school to the extent that such positions exist therein.

SECTION XIII — JURISDICTION

The establishment of the regional school district shall not affect the obligation of the member towns to provide education in grades nine through twelve, inclusive, until such time as the district school committee shall assume jurisdiction. At such time as the Committee elects, it shall mail by registered mail to the local school committees of the member towns written notice of the date upon which the Committee shall assume jurisdiction over the education of the pupils in grades nine through twelve, inclusive, in the member towns. Such notice shall be given at least three months in advance of the date specified in the notice.

SECTION XIV — ANNUAL REPORT

The Committee shall submit in January an annual report to each of the member towns containing a detailed financial statement and a statement showing the method by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the regional school as may be deemed necessary by the Committee or by the selectmen of any member town.

EXCERPTS FROM CHAPTER 71 OF THE GENERAL LAWS

REGIONAL SCHOOL DISTRICT PLANNING BOARD

SECTION 14A. It shall be the duty of the regional school district planning board to study the advisability of establishing a regional school district, its organization, operation and control, and of constructing, maintaining and operating a school or schools to serve the needs of such district; to estimate the construction and operating costs thereof; to investigate the methods of financing such school or schools, and any other matters pertaining to the organization and operation of a regional school district; and to submit a report of its findings and recommendations to the selectmen of the several towns.

REGIONAL SCHOOL DISTRICT

SECTION 16. A regional school district established under the provisions of the preceding section shall be a body politic and corporate with all the powers and duties conferred by law upon school committees, and with the following additional powers and duties:

- (a) To adopt a name and a corporate seal.
- (b) To sue and be sued, but only to the same extent and upon the same conditions that a town may sue or be sued.
- (c) To acquire property within the towns comprising the district under the provisions of chapter seventy-nine and section fourteen of chapter forty for the purposes of the district, and to construct, reconstruct, add to, remodel, make extraordinary repairs to, equip, organize and operate a school or schools for the benefit of the towns comprising the district, and to make any necessary contracts in relation thereto.
- (d) To incur debt for the purpose of acquiring land and constructing, reconstructing, adding to, and equipping a school building or buildings for a term not exceeding twenty years or for the purpose of remodeling and making extraordinary repairs to a school building or buildings for a term not exceeding ten years; provided, however, that any indebtedness so incurred shall not exceed an amount approved by the emergency finance board; and provided, further, that no debt may be incurred until the expiration of thirty days from the date said debt was authorized by the district committee; and prior to the expiration of said period any member town of the regional school district may call a town meeting for the purpose of expressing disapproval of the amount of debt authorized by the district committee, and if at such meeting a majority of the voters present and voting thereon express disapproval of the amount authorized by the district committee, the said debt shall not be incurred and the district school committee shall thereupon prepare an alternative proposal and a new or revised authorization to incur debt.
- (e) To issue bonds and notes in the name and upon the full faith and credit of said district; said bonds or notes shall be signed by the chairman and treasurer of the district committee and each issue of bonds or notes shall be a separate loan.

- (f) To receive and disburse funds for any district purpose.
- (g) To incur temporary debt in anticipation of revenue to be received from member towns.
- (h) To assess member towns for any expenses of the district.
- (i) To receive any grants or gifts for the purposes of the regional district school or schools.
- (j) To engage legal counsel.
- (k) To submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of such school or schools as may be deemed necessary by the district school committee or by the selectmen of any member town.
- (l) To employ a superintendent of schools who may also be a superintendent of one or more of the towns comprising said district, and said superintendent shall have all the powers and duties imposed upon school superintendents by law.
- (m) To adopt an annual operating and maintenance budget, not later than December first.

REGIONAL DISTRICT SCHOOL COMMITTEE

SECTION 16A. The powers, duties and liabilities of a regional school district shall be vested in and exercised by a regional district school committee organized in accordance with the agreement.

SECTION 16B. The regional district school committee shall annually determine the amounts necessary to be raised to maintain and operate the district school or schools during the ensuing calendar year, and the amounts required for payment of debt and interest incurred by the district which will be due in the said year, and shall apportion the amount so determined among the several towns in accordance with the terms of the agreement. The amounts so apportioned for each town shall, prior to December thirty-first in each year, be certified by the regional district treasurer to the treasurers of the several towns. Each town shall, at the next annual town meeting, appropriate the amounts so certified, and in case any such town fails to pay over to the treasurer of said district the amount of its apportionment within the time specified in said agreement for such payment, the district school committee shall invoke the provisions of section thirty-four. The town treasurer shall pay the amount so appropriated or any amount ordered to be raised by court decree to said district at the time or times specified in the agreement.

TRANSPORTATION — STATE AID — RETIREMENT SYSTEM —
LIABILITY

SECTION 16C. The regional school district shall be subject to all laws pertaining to school transportation; and when the agreement provides for the furnishing of transportation by the regional school district, the commonwealth shall reimburse such district to the full extent of the amounts expended for such transportation, except that no such reimbursement shall be made for transportation of any pupil who resides less than one and one half miles, measured by a commonly traveled route, from the district school which he attends.

SECTION 16D. Each town comprising the regional school district shall continue to receive state aid for educational purposes in the amount to which it would be entitled if such district had not been formed; and such regional school district shall be entitled to receive state aid for construction of regional schools.

SECTION 16E. The director of accounts in the department of corporations and taxation shall annually cause an audit to be made of the accounts of the regional district school committee, and for this purpose he, and his duly accredited agents, shall have access to all necessary papers, books and records.

SECTION 16F. The regional school district shall maintain a contributory retirement system for non-teaching employees of the district, subject in all respects to the applicable provisions of chapter thirty-two.

SECTION 16G. No town in a regional school district shall be liable for any obligation imposed on any other town in said district by authority of sections fourteen to sixteen I, inclusive, or of any agreement thereunder, any other provision of law to the contrary notwithstanding.

EXCERPT FROM CHAPTER 70 OF THE GENERAL LAWS

SECTION 3B. The state treasurer in making annual payments to the several towns of the amounts required under this chapter shall pay to each town comprising a regional school district an additional amount equal to fifteen per cent of the amount to which such town would be entitled if such a regional school district had not been formed. No payment shall be made under this section to any such town prior to the date of award of a contract for the construction of a regional school by the regional district school committee.

ACKNOWLEDGMENTS

The Regional School District Planning Board is grateful for the help and the many suggestions contributed by several school and town committees. Because they gave so generously of their time and talent we want to thank especially:

Mr. Simeon J. Domas — School Building Assistance Commission
Mr. Edwin W. Rowell — Superintendent of Schools, Whitman
Mr. Clifton E. Bradley — Superintendent of Schools, Hanson
Mr. Phillip H. Johnson, Jr. — Principal, Whitman High School
Mrs. Ruth E. Vaughan — Secretary to Superintendent Rowell

7/31/91

AMENDED AGREEMENT

BETWEEN THE TOWNS OF WHITMAN AND HANSON, MASSACHUSETTS
WITH RESPECT TO THE EXPANSION OF THE REGIONAL SCHOOL DISTRICT

The AGREEMENT entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, between the towns of Whitman and Hanson, hereinafter referred to as member towns, is hereby amended, effective July 1, 1992, in its entirety to read as hereinafter set forth. In consideration of the mutual promises herein contained, IT IS HEREBY AGREED as follows:

SECTION I - THE REGIONAL DISTRICT SCHOOL COMMITTEE**A. Powers, Duties and Composition**

- (1) The powers and duties of the District shall be vested in and exercised by a regional school district committee hereinafter referred to as the Committee. The permanent Committee shall consist of ten members, six members from Whitman and four members from Hanson.
- (2) A majority of the members of the Committee shall constitute a quorum, but a lesser number may adjourn.
- (3) The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed by this agreement, and such other additional powers and duties as are specified in Sections 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.
- (4) At the first regular meeting of the Committee following the 1992 District election and thereafter at the first regular meeting to be held after each District election, the Committee shall organize and choose by ballot a chairperson and a vice chairperson from its own membership. At the same meeting, or at any other meeting, the Committee shall appoint a treasurer and secretary who may be the same person but who need not be members of the Committee; fix the time and place for its regular meetings, and provide for the calling of special District meetings. The chairperson will appoint members to serve on subcommittees annually.

B. Interim Committee

Before July 1, 1992, an Interim Committee shall be established and shall serve as the Committee. The Interim Committee shall consist of the members of the Whitman-Hanson Regional School Committee, the local school committees of the Towns of Whitman and Hanson whose terms do not end in 1992.

There will be fifteen (15) members on the Committee for 1992-93: nine (9) from Whitman and six (6) from Hanson. There will be fifteen members (15) for 1993-94: nine (9) from Whitman and six (6) from Hanson. Thereafter, there will be ten (10) members: six (6) from Whitman and four (4) from Hanson.

All members of the Interim Committee shall serve until their successors are elected or their terms expired and qualified as provided in subsection I-C.

C. Elected Members

The following schedule for elections specifies the number of persons elected during the transition:

INTERIM SCHOOL COMMITTEE						
	<u>Town</u>	<u>Elected</u>	<u>High School</u>	<u>Elected</u> <u>K-12</u>	<u>Carryover</u>	<u>Total</u>
May '91	Whitman	7	4	0		11
	Hanson	5	3	0		8
		<u>12</u>	<u>7</u>	<u>0</u>		<u>19</u>
May '92	Whitman	5	4	0		9
to	Hanson	3	1	2		6
May '93		<u>8</u>	<u>5</u>	<u>2</u>		<u>15</u>
May '93	Whitman	2	1	6	0	9
to	Hanson	2	1	1	2	6
May '94		<u>4</u>	<u>2</u>	<u>7</u>	<u>2</u>	<u>15</u>
May '94	Whitman	0	0	2	4	6
to	Hanson	0	0	1	3	4
May '95		<u>0</u>	<u>0</u>	<u>3</u>	<u>7</u>	<u>10</u>

All members elected to the Pre-Kindergarten-12 Regional School Committee will be for a three (3) year term.

At the first annual town election next following the approval of this amended Agreement, elementary School Committee members whose terms expire in the Spring of 1992 will be eligible to run for election to the Regional Committee if seats are available. In May, 1993, the six positions from Whitman will be filled in the following manner: the two highest vote getters will serve for three years, '93-96; the middle two vote getters will serve for two years, '93-95; and the two lowest vote getters will serve for one year, '93-94. In this way, there will be two school committee positions available each year thereafter. At the expiration of the term of office of an elected member or members, the member towns concerned shall at its annual town elections elect its members to serve for a term of three years and until his or her successor is elected and qualified. Beginning in May, 1994, the Regional School Committee will have ten (10) members, six (6) from Whitman and four (4) from Hanson.

GOVERNING PRINCIPLE

In accordance with "one man, one vote", committee members will be elected by voters in member communities with each community's representation apportioned according to population. Representation will be adjusted every five years beginning in 1995.

D. Vacancies

If a vacancy occurs among the members elected under subsections I-B and I-C, acting jointly, the Selectmen and the remaining Committee members from the town concerned shall within thirty (30) days appoint a member to serve until the next election, at which time a successor shall be elected to serve for the balance of the unexpired term, if any.

E. Organization

Promptly upon the appointment and qualification of the initial members and annually thereafter upon the election or appointment and qualification of successors, the Committee shall organize and choose by ballot a Chairman from its own membership. At the same meeting or at any other meeting the Committee shall appoint a Treasurer and Secretary who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the Chairman who shall be elected annually as provided above) and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings, and provide for the calling of special meetings.

SECTION II - TYPE OF REGIONAL SCHOOL DISTRICT

The Regional School District shall include the elementary grades Pre-kindergarten through eight and a senior high school consisting of grades nine through twelve. The Committee shall have the right to establish adult evening education courses. The Committee is hereby authorized, in its discretion, to establish and maintain state-aided vocational education, acting as trustees, therefore, in accordance with the provisions of Chapter 74 of the General Laws and Acts amendatory thereof, in addition thereto or dependent thereon and any other special educational classes in accordance with the provision of the General Laws and Acts amendatory thereof, in addition thereto or dependent thereon.

SECTION III - LOCATION OF THE REGIONAL DISTRICT SCHOOLS

A. Regional School District

Pupils in grades nine through twelve shall attend the Regional District High School located within the District off Franklin Street in the Town of Hanson, the present Whitman-Hanson Regional High School. Pupils in grades Pre-kindergarten through eight shall attend schools located in their towns of residence except (i) pupils in special education classes who shall attend schools as designated by the Committee and (ii) pupils enrolled in specialized educational programs on the recommendation of the Superintendent of Schools and by vote of the Committee.

In addition, if a school described in subsection III-B should become unusable because of damage or other cause, the Committee may vote to use a school in the other town on a temporary emergency basis until facilities become available in the town of residence of the pupils. Parents desiring special placement in a school other than the town of residence may request approval from the Superintendent and the School Committee.

B. Lease of the Present Schools

The Town of Whitman and the Town of Hanson are each hereby authorized to lease to the Regional School District the buildings, facilities, grounds, equipment, and educational materials presently used by the member towns for school purposes as hereinafter listed. Each lease shall be for a term of twenty (20) years and the term shall commence on the date when the Committee assumes jurisdiction over the pupils in all grades of the District.

The leases may contain provisions for extension in accordance with provisions under Section 14C of Chapter 71 of the General Laws as amended. The Town of Whitman and the Town of Hanson shall receive no rental for the leases. The leases shall contain provisions authorizing the District to repair and make minor improvements or alterations to the buildings or any part thereof. The District shall pay all expenses of maintaining and operating the buildings and keeping them in good repair during the terms of the leases. The Committee shall also be authorized to make major improvements, alterations, additions or capital expenditures to town-owned schools, but only after notification of the appropriate member town's Board of Selectmen and after approval at a town meeting of that member town. Capital improvements for elementary buildings in either town must be approved by the voters of said town. Capital improvements will be submitted to the Selectmen in the form of an Article. Approved Articles will not be part of the Regional School Budget. Nothing contained in the leases shall prevent the Committee from permitting the use of the buildings or premises by the Town of Whitman or the Town of Hanson.

Each lease involving a member town shall be on such other terms as may be determined by the Selectmen thereof and the Committee, who shall execute the lease for the member town and the Regional School District respectively.

The Regional School District shall insure at its expense the buildings so leased. Details of such insurance shall be determined by the Committee after consultation with selectmen of the town owning the buildings.

Pursuant to the foregoing provisions, the Town of Hanson is authorized to lease to the Regional School District the premises, facilities and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. Maquan Elementary School
Hanson, Mass.
2. Indian Head School
Hanson, Mass.

Pursuant to the foregoing provisions, the Town of Whitman is hereby authorized to lease to the Regional School District the premises, facilities and buildings presently known as:

NAME AND LOCATION OF SCHOOL

1. Conley School
Whitman, Mass.
2. Frank E. Holt School
Whitman, Mass.
3. Regal Street School
Whitman, Mass.
4. Whitman Middle School
Whitman, Mass.
5. Park Ave. School
Whitman, Mass.
6. Corthell Building
Whitman, Mass.

C. Termination of Leases

In the event of the withdrawal of a member town from the District, the leases mentioned in subsection III-B shall be terminated at the time of such withdrawal.

SECTION IV - APPORTIONMENT AND PAYMENT OF COSTS
INCURRED BY THE DISTRICTA. Classification of Costs

The Regional School District has the authority to make capital and operating expenditures and to levy assessments against the member towns for capital and operating costs.

For the purpose of apportioning assessments levied by the District against the member towns, costs shall be divided into two categories: Capital Costs and Operating Costs. Each assessment, capital and operating, shall be a separate levy by the District to be voted on by the member towns.

B. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, and adding to buildings, and the cost of remodeling or making extraordinary repairs to school buildings, including without limitation the costs of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Capital costs shall also include payment of principal of and interest on bonds or other obligations issued by the District to finance capital costs.

*voted
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As related to the elementary schools in each town, Capital costs shall include but not be limited to such items if expense described above, as exceed five thousand dollars (\$5,000.00).

C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV-B, but including interest on temporary notes issued by the District in anticipation of revenue.

D. Apportionment of Capital Costs

(1) Whitman-Hanson Regional High School

Capital costs related to the Regional High School shall be apportioned to the member towns annually in February for the ensuing fiscal year on the basis of their respective pupil enrollment in the regional high school. Each member town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in the regional high school on October 1st of the year in which the apportionment is determined bears to the total pupil enrollment from all the member towns in the regional high school district on the same date. In the event that enrollment in the regional high school has not been accomplished by October 1st of any year, capital costs shall be apportioned on the basis of the number of pupils in grades nine through twelve residing in each member town of October 1st of that year and receiving education at such town's expense.

(2) Elementary Schools

Each member town shall be responsible for paying the capital costs (as detailed in subsection IVB above for its respective elementary school.

An article will be presented to the Selectmen's Office of the town for which capital improvements are requested. Approval of the voters will be required in order for the work to proceed.

E. Apportionment of Operating Costs

(1) Whitman-Hanson Regional School District Pre-Kindergarten-12

Operating costs for the first fiscal year next following the establishment of the regional school district and for every year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional school district.

Each member town's share for each fiscal year shall be determined by computing the ratio which that town's pupil enrollment in the regional district on October 1 of the year in which the apportionment is determined bears to the total pupil enrollment from all the member towns in the regional district school on the same date. In the event that enrollment in the regional district school has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of the number of pupils in grades Pre-kindergarten through twelve residing in each member town on October 1 of that year and receiving education at such town's expense.

(2) Special Operating Costs

Special operating costs include costs unique to a particular town for maintaining programs or services. These costs will be borne by the particular town.

F. Times of Payments of Apportioned Costs

Each member town shall pay to the District in each year its proportionate share, certified as provided in subsection X-C, of the Capital and Operating Costs. The annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

August 1	25%
November 1	25%
February 1	25%
April 1	25%

SECTION V - TRANSPORTATION

School Transportation shall be provided by the Regional School District and the cost thereof shall be apportioned to the member towns as an operating cost. The Regional School Committee shall determine on an annual basis whether or not non-mandated busing will be paid for by the Regional School District. If the Regional Committee decides not to provide non-mandated busing, an Article will be presented to the Selectmen's Office of each town for approval by the voters.

SECTION VI - AMENDMENTS

A. Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidence of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

B. Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VIII), may be initiated by vote of the Committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the Town Clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof.

Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid. The defeat of such proposal shall prevent the resubmission of the same or similar proposal for a period of one year.

SECTION VII - ADMISSION OF ADDITIONAL TOWNS

By an amendment of this Agreement adopted under and in accordance with Section VI above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION VIII - WITHDRAWAL

A. Limitation

The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such town may withdraw from the District, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District Treasurer to the Treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect and (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness.

B. Procedure

The Clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the Agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in subsection VI-A. The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose of an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

C. Apportionment of Capital Costs After Withdrawal

The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection IV-D or as may be otherwise provided in the amendment providing for such withdrawal.

C. Cessation of Terms of Withdrawing Town's Members

Upon the effective date of withdrawal the terms of office of all members serving on the Committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.

E. Payments of Certain Capital Costs Made by a Withdrawing Town

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company having a combined capital and surplus of not less than \$5,000,000.

SECTION IX - WITHDRAWAL OF ELEMENTARY GRADES PRE-KINDERGARTEN-8

A. Vote Required

Both of the member towns of the District shall resume jurisdiction over the education of pupils in grades Pre-Kindergarten through eight, inclusive, residing in their respective towns if any member town, by vote at an annual or special town meeting, votes to resume jurisdiction over the education of pupils in grades Pre-kindergarten through eight, inclusive, residing in such town and follows the procedure hereinafter set forth.

B. Effective Date

The member towns of the District may resume such jurisdiction on July 1, 1995 and on any July 1 thereafter. A 2/3's vote in either town, at a regular or special town meeting, is required for withdrawal. Any such vote by a member town to resume jurisdiction over the pupils in grades Pre-kindergarten through eight shall take effect commencing with the fiscal year next following the first full fiscal year after the vote to resume such jurisdiction had been taken. At its annual town election held next following such vote each member town shall elect a school committee to make preparations for the resumption of jurisdiction over the pupils in grades Pre-kindergarten through eight.

C. Notification

The Clerk of a member town which has voted to resume such jurisdiction shall notify the Committee and the Board of Selectmen of every other member town in writing that such town has so voted, enclosing a certified copy of such vote. Upon the giving of such notice, the action of such town shall be binding and conclusive on it and the District, unless all the member towns shall vote to modify or rescind such action. Commencing with the effective date of the resumption of such jurisdiction, such town and every other member town of the District shall assume sole jurisdiction over the education of pupils in grades Pre-kindergarten through eight, inclusive, residing in their respective towns, whereupon this Agreement shall be deemed automatically to be amended to provide that, as of said date, the Committee shall have no further obligation to provide such education.

The District shall thereupon revert to and include only grades nine through twelve, inclusive, and all provisions of this Agreement referring to grades Pre-kindergarten through twelve, inclusive, shall also be deemed automatically to be amended to refer to grades nine through twelve, inclusive.

D. Apportionment of Capital Costs after Withdrawal

Upon the effective date of resumption by the member towns of jurisdiction over the pupils in grades Pre-kindergarten through eight, each member town shall assume and be responsible for the payment of all principal and interest on obligations issued by the District for capital costs of schools for grades Pre-kindergarten through eight located in that town.

Section X - Budget

A. Initial Budget

Upon approval of this amended Agreement to include grades Pre-kindergarten through eight, the budget for the fiscal year beginning July 1, 1992, shall include the Regional School District budget approved for the fiscal year beginning July 1, 1992, plus the budgets approved in each member town for elementary grades Pre-kindergarten through eight, for the fiscal year beginning July 1, 1992. Each member town shall pay to the Regional School District the assessment for the Regional High School and the funds appropriated by the town, including all funds budgeted for school employee benefits and school expenses, such as building insurance, for elementary grades Pre-kindergarten through eight. These funds shall be paid to the Regional School District in payments as set forth in Section IV-F.

B. Tentative Capital and Operating Budget

Thereafter on or before January 15 in each year, the Committee shall annually prepare a tentative capital and operating budget and estimated assessments for the ensuing fiscal year, including therein provision for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the District and any other capital costs to be apportioned to the member towns in such year. The said budget shall be in reasonable detail, including the amounts payable under the following classification of expenses or such other classifications as may be necessary:

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Community Services
7. Acquisition of Fixed Assets
8. Debt Service
9. Programs with other Districts

Copies of such tentative budget shall be mailed to the Chairman of the Finance Committee of each member town, or if there is no Finance Committee in a member town, to the Chairman of the Board of Selectmen of such town.

C. Final Capital and Operating Budget

The Committee shall in each year on or before the date specified by law, February 15, but in no event later than the commencement of the first annual town meeting in a member town, adopt an annual capital and operating budget for the ensuing fiscal year, said budget to include debt and interest charges and any other current capital costs as separate items, and shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of subsections IV-D and IV-E. The amounts so apportioned for each member town shall, not later than the date specified by law in each fiscal year preceding the fiscal year to which said budget relates, be certified by the District Treasurer to the Treasurers of the member towns, and each town shall appropriate the amounts so certified to it. If the Committee votes to increase the Regional School District budget after the assessments have been appropriated by the member towns, the Committee shall notify the Board of Selectmen in each member town within seven (7) days. No increase in the budget shall be effective until the expiration of forty-five (45) days after such notification during which time the Board of Selectmen of any member town may call and hold a town meeting for the purpose of expressing disapproval of the increase in the Regional School District budget, and if at such meeting a majority of the voters present and voting thereon express disapproval of the budget increase, such increase in the budget shall not be effective and the Committee may prepare another proposal for a budget increase.

SECTION XI - INCURRING OF DEBT OR CAPITAL EXPENSE

Not later than seven (7) days after the date on which the Committee authorizes the incurring of debt or the incurring of a capital cost as defined in the first sentence of subsection IV-B, other than temporary debt in anticipation of revenue to be received from member towns, written notice of the date of said authorization, the sum authorized, and the general purpose or purposes for authorizing such debt or capital cost, shall be given to the Board of Selectmen of each member town.

SECTION XII - TUITION STUDENTS

The Committee may accept for enrollment in the Regional District Schools pupils from towns other than the member towns on a tuition basis and on such terms as it may determine. Income received by the Regional School District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under subsection IV-E to the member towns.

SECTION XIII - EMPLOYMENT OF PERSONNEL
AND EXTENSION OF TENURE

The provisions of Chapter 71, S.42B relating to school personnel granted certificates in accordance with section thirty-eight G shall apply to all such school personnel employed by the regional school district. Any such school personnel serving at the discretion of a school committee in a town or district, excepting the superintendent of schools, whose position is superseded by reason of the establishment and operation of a regional school district shall be elected by the regional school district committee to serve at its discretion.

All such school personnel employed by the regional school district committee shall initially be placed on the salary schedule of the regional school district committee so that the compensation to be paid for school personnel shall not be less than the compensation received by such school personnel while previously serving at the discretion of the local school committee. Such school personnel shall also be given credit by the regional school district committee for all accumulated sick leave and accumulated sabbatical leave years of service while serving at the discretion of the local school committee and for terminal compensation due such school personnel on the termination of such service.

SECTION XIV - JURISDICTION

(A) The approval of this amended Agreement shall not affect the obligation of the member towns to provide education in grades Pre-kindergarten through eight until such time as the Committee shall assume jurisdiction over education of the pupils in grades Pre-kindergarten through eight (July 1, 1992).

(B) The provisions of this amended Agreement shall become fully effective as of July 1, 1992, if prior approval is given at duly called town meetings by the Towns of Whitman and Hanson, and as of July 1, 1992, all pupils attending public schools in the member towns of the District shall be under the jurisdiction of the Committee.

SECTION XV - ADVISORY COUNCIL ON EDUCATION

The Regional School Committee shall establish Advisory Councils on an as-needed basis.

SECTION XVI - TRANSITION

- (A) The approval of this amended agreement shall not affect the obligation of the member towns to provide education in grades Pre-kindergarten through eight until such time as the Committee shall assume jurisdiction over education of the pupils in grades Pre-kindergarten through eight.

SECTION XVII - TRANSITION TO REGIONAL SCHOOL DISTRICT
 JURISDICTION BY MEMBER TOWNS OVER
 GRADES PRE-KINDERGARTEN THROUGH GRADE EIGHT

This amended Agreement shall take full effect in accordance with its terms upon the affirmative votes of each member town at town meetings held in each such town and shall thereupon supersede the District Agreement executed as of April 15, 1959, as heretofore amended. The Regional District budget for the fiscal year commencing July 1, 1992, shall consist of the sum of the appropriations made by the member towns for support of the Regional District School, apportioned as provided in Section 4 of the Agreement in effect prior to the adoption of this amended agreement, and the appropriations made for elementary schools in the member towns for such fiscal years, including but not limited to all appropriations made for insurance and for school department employee benefits. All obligations under contracts and agreements binding upon the member towns with respect to schools for the grades Pre-kindergarten through eight shall be assumed and carried out by the Committee on and after July 1, 1992 to the extent that such obligations would remain in effect on July 1, 1992 and be paid from sums included in the District budget for the fiscal year commencing on that date.

IN WITNESS WHEREOF, this agreement has been executed, approved, and accepted as of _____ day of _____, 1992.

A Majority of the Regional District School Committee

Walter J. Jones
 Chairman

Lloyd E. Patrician
 Vice Chairman

John J. [Signature]

Michael J. [Signature]

Carl T. Kowalski

Joseph A. [Signature]

Dennis T. [Signature]

Christopher [Signature]

REV. 3/3/82
W

LEASE OF BUILDINGS
BETWEEN THE TOWN OF WHITMAN, AND
WHITMAN-HANSON REGIONAL SCHOOL DISTRICT

This lease is made this _____ day of _____, by and between the Town of WHITMAN, a municipal corporation located in Plymouth County, Massachusetts (the "Town") and the Whitman-Hanson Regional School District, a body politic incorporate located in Plymouth County, Massachusetts (the "District"), under the provisions of Massachusetts General Laws, Chapter 71, Section 14C and under the provisions of the Amended Agreement between the Towns of Whitman and Hanson With Respect To the Expansion of The Whitman-Hanson Regional School District. (The "Amended Agreement").

In consideration of Zero Dollars, other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, the Town and the District hereby agree with each other as follows:

Section I. Premises: The Town hereby demises to the District, and the District hereby leases from the Town, upon and subject to the terms, conditions, covenants and provisions hereof, the land located in the Town of Whitman, Plymouth County, Massachusetts, more particularly described as Exhibit "A" annexed hereto and made a part hereof, together with any and all improvements, appurtenances, rights, privileges and easements benefitting, belonging or pertaining thereto, and any right, title and interest of the Town in and to any land lying in the bed of any street, road or highway (opened or proposed) to the center line thereof, in front of or adjoining said land (all of the foregoing hereinafter sometimes called the "Demised Premises" and sometimes referred to as the "premises") and together with all of the Town's right, title and interest in any equipment, materials and other personal property of every nature and description, located upon the Demised Premises.

Section II. Term: The term of this lease commences on July 1, 1992. The initial term of this lease is for a period of twenty (20) years beginning on July 1, 1992, unless sooner terminated or extended as herein provided. The term of this lease will thereafter be extended automatically for one (1) additional period of twenty (20) years at Zero rent and upon all of the other terms, conditions, covenants, and provisions set forth herein; provided, however, that either party may cancel this lease, effective as of the date of the expiration of the initial term, by giving written notice of such cancellation on or prior to a date ninety (90) days before the effective date of such cancellation. Such extension is automatic without the necessity of any new lease or other instruments or agreement or any notice being executed or given. Notwithstanding the aforesaid right of cancellation, either party may, at any time during the initial term of this lease, give the other party written notice that it elects to waive its option to cancel this lease at the end of the initial term, and the notifying party shall thereafter not exercise its right of cancellation with reference to the extended period referred to in the notice provided for herein. Hereinafter, all reference to the term of this lease is deemed to be a reference as well to such additional period of time for which the term is so extended.

Notwithstanding any of the other provisions in this lease, the parties agree that either party, at its option, may terminate this lease with respect to any or all of the school buildings listed in Exhibit A any time after the expiration of the first year of the lease term. Either party may cancel this lease by giving the other party written notice of such cancellation on or prior to a date one hundred and eighty (180) days before the effective date of such cancellation.

During the first year of this lease, within thirty days of a written request by either party, the parties will meet to discuss in good faith the lease and any related issues, including but not limited to any proposed modifications. After the first lease year, said meetings will be scheduled no more frequently than twice during the lease year if either party makes a written request for a meeting.

Section III. Rent: The rent during the initial and extended terms of this lease is Zero Dollars.

Section IV. Use of Premises: The Demised Premises may be used for any lawful school purpose. It may be used for any other purpose approved in writing by the WHRSD School Committee and the Town. The Town's approval shall not be unreasonably withheld. The Town reserves the right to use the demised buildings as emergency shelters in the event of an emergency declared under local, state or federal law.

Section V. Utility Expenses: The District shall, during the term of this lease, pay and discharge punctually, as and when the same become due and payable, all sewer rents and charges for water, steam, heat, gas, hot water, electricity, light and power, and other service or services furnished to the Demised Premises or to the occupants thereof during the term of this lease (hereinafter called "utility expenses"), except for items covered by Section X of the Amended Agreement.

Section VI. Improvements, Repairs, Additions, Replacements:
 (a) The District may, at its own cost and expense, and upon approval of the Town which shall not be unreasonably withheld, construct on any part or all of the Demised Premises, at any time and from time to time, such buildings, parking areas, driveways, walks, gardens, athletic facilities, and other similar and dissimilar improvements as the District may from time to time determine. Such construction carried out by the District shall be performed in accordance with all applicable local, state and federal laws and regulations.

(b) The District shall, at all times during the term of this lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear excepted) all buildings and improvements at any time erected on the Demised Premises, and shall use all reasonable precaution to prevent waste, damage, or injury. The Town shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Demised Premises during the term of this lease, except as provided for in the Amended Agreement.

(c) The District may, at its option and at its own cost and expense, and upon approval of the Town which shall not be unreasonably withheld, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Demised Premises, and the buildings and improvements now or hereafter thereon, as it may deem desirable, including the demolition of any building, the demolition of any improvement, or the demolition of any structure that now or hereafter may be situate or erected on the Demised Premises. All such work shall be performed in accordance with all applicable local, state and federal laws and regulations.

(d) Until the expiration or sooner termination of this lease, title to any building or buildings or improvements situate or erected on the Demised Premises and the building equipment and other items installed thereon and any alteration, change, or addition thereto remains solely in the District.

(e) On the last day or sooner termination of the term of this lease, the District shall quit and surrender the Demised Premises, and the buildings and permanent improvements then thereon, in good condition and repair (ordinary wear and tear excepted).

(f) The provisions of this Section VI (Improvements, Repairs, Additions, Replacements) are subject to any provisions of the Amended Agreement pertaining to the apportionment and payment of costs incurred by the District.

Section VII. Requirements of Public Authority:

(a) During the term of this lease, the District shall, at its own cost and expense, promptly observe and comply with all present and future laws, by-laws, requirements, orders, directives, rules and regulations of the Federal, State, and Town governments and of all other governmental authorities affecting the Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this lease or may in the future be passed, enacted or directed, and the District shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of the District to comply with the covenants of this section.

(b) Subject to the approval of the Town, which shall not be unreasonably withheld, the District may contest by appropriate legal proceedings diligently conducted in good faith, in the name of the District, or the Town (if legally required), or both (if legally required), without cost or expense to the Town, the validity or application of any law, by-law, rule, regulation, or requirement of the nature referred to in paragraph (a) of this section and, if by the terms of any such law, by-law, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, the District may delay such compliance therewith until the final determination of such proceeding. The approval required by this subsection (b) shall not preclude the District from taking steps necessary to set forth, preserve and avoid prejudice to its position while it seeks the approval.

(c) If the Town provides the approval described in the immediately preceding subsection (b), the Town shall execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit the District so to contest the validity or application of any such law, by-law, order, rule, regulation or requirement and shall fully cooperate with the District in such contest.

Section VIII. Covenant Against Liens: If, because of any act or omission of the District, any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against the Town or any portion of the Demised Premises, the District shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the Town to the District of the filing thereof; and the District shall indemnify and save harmless the Town against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

Section IX. Access to Premises: The Town or the Town's agents and designees may enter upon the Demised Premises at reasonable times to examine the same; provided, however, at least twenty-four (24) hours notice is given by the Town to the District.

Section X. Assignment and Sub-letting: The District may assign, sub-lease (in whole or in part or parts), mortgage or otherwise pledge or encumber this lease (in whole or in part or parts) or any sub-lease of all or any part of the Demised Premises and may permit its sub-tenant or sub-tenants to assign, sub-lease (in whole or in part or parts), mortgage or otherwise encumber this lease or any sub-lease of all or any part of the Demised Premises, provided the Town has consented to same in writing. The Town's consent shall not be unreasonably withheld.

Section XI. Signs: The District and the District's sub-tenants shall have the right to install, maintain and replace in, on or over or in front of the Demised Premises or in any part thereof such signs and advertising matter as the District may desire, and the District shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes. As used in this section, the word "sign" includes any placard, light or other advertising symbol or object, irrespective of whether the same is temporary or permanent.

Section XII. Indemnity:

(a) The District shall indemnify and save harmless the Town from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Demised Premises resulting from any act or acts or omission or omissions of the District, or the District's officers, agents, servants, employees, contractors, or sub-lessees. The District shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the Town or in which the Town may be impleaded with others upon any such above mentioned matter, claim or claims, except as may result from the acts set forth in paragraph (b) of this section.

(b) Except for its affirmative acts of negligence or the affirmative acts of negligence of its officers, agents, servants, employees, or contractors, the Town is not responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to the District or to any of the District's officers, agents, servants, employees, contractors, invitees, or sub-lessees.

Section XIII. Insurance:

(a) The District shall provide at its expense and keep in force during the term of this lease, general liability insurance in a good and solvent insurance company or companies licensed to do business in Massachusetts, selected by the District, and reasonably satisfactory to the Town, in the amount of at least \$500,000 Dollars with respect to injury or death to any one person and \$1,000,000 Dollars with respect to injury or death to more than one person in any one accident or other occurrence and \$1,000,000 Dollars with respect to damages to property.

The District shall cause such policy of policies to include the Town as an insured. The District agrees to deliver certificates of such insurance to the Town within thirty (30) days following the Town's written request.

(b) Beginning July 1, 1993, and during the remainder of the term of this lease, the District shall keep all buildings and improvements currently existing or subsequently erected by the District on the Demised Premises at any time insured for the benefit of the Town and the District as their respective interests may appear, against loss or damage by fire and customary extended coverage in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. The Town shall, at the District's cost and expense, cooperate fully with the District in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided and the Town shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by the District hereunder if the effect of such separate insurance would be to reduce the protection or payment to be made under the District's insurance.

For the period July 1, 1992 through June 30, 1993, the Town shall provide the insurance called for in the immediately preceding subsection (b).

(c) Any insurance required to be provided by the District pursuant to this lease may be provided by blanket insurance covering the Demised Premises and other locations of the District provided such blanket insurance complies with all other requirements of this lease with respect to the insurance involved and such blanket insurance is reasonably acceptable to the Town.

(d) The District's obligations under this Section XIII are deemed met if the insurance coverage required to be maintained by the District is held in the name of the Town and the District pays its apportioned share of the cost thereof, provided the effect thereof is not to reduce the protection or the payment to be made to the District in the event of loss.

(e) The parties agree to the following provisions that shall survive the termination of this lease and that shall be applicable in the event this lease is terminated pursuant to the provisions of section XV(b): (1) All insurance monies shall be first applied to pay the entire balance of principal and interest on any mortgage or mortgage deed of trust of the District's interest in the Demised Premises; (2) the balance of such insurance monies shall be paid to the Town.

Section XIV. Waiver of Subrogation: All insurance policies carried by either party covering the Demised Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof in the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

Section XV. Destruction:
 (a) In the event that, at any time during the term of this lease, the buildings and improvements on the Demised Premises shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the fire insurance policies carried or paid for by the District in accordance with this lease, then, the District, at its own cost and expense, shall, subject to the provisions of paragraph (b) of this Section XV, cause the same to be repaired, replaced, or rebuilt within a period of time which, under all prevailing circumstances, is reasonable.

(b) In the event that, at any time during the term of this lease, any one or more of the buildings on the Demised Premises shall have been damaged or destroyed by fire or any other cause whatsoever, and that, as a result of such damage or destruction, any one or more of the sub-leases covering such buildings is terminated by the sub-tenant thereunder or by the District (each such building being hereinafter called a "damaged building"), then, notwithstanding the provisions of paragraph (a) of this Section XV or any other provisions of this lease:

1. If the aggregate ground floor area of the damaged building or damaged buildings, as the case may be, resulting from such fire or other cause shall exceed fifteen percent (15%) of the aggregate ground floor area of all buildings on the Demised Premises immediately prior to such damage or destruction or if such destruction shall occur within the last five (5) years of the initial term or any extended term thereof, the parties may agree to elect not to repair, replace or rebuild such damaged building or buildings, as the case may be, and to terminate this lease.
2. If the parties do not have the right to terminate this lease pursuant to sub-paragraph (1) or, having such right, shall not elect to terminate this lease, the District shall not be required to repair, replace or rebuild any damaged building until such time as the District shall re-sublet the same to a new sub-tenant or the prior sub-tenant, if such prior sub-tenant shall relet the said damaged building; provided, however, that the District shall so proceed with reconstruction after the expiration of eighteen months following such damage or destruction even if the damaged building shall not yet have been re-sublet.

Section XVI. Utility Easements and Highway Alignment: The District shall have the right to enter into reasonable agreements with the utility companies creating easements in favor of such companies as are required in order to service the buildings on the Demised Premises, and the Town covenants and agrees to consent thereto and to execute any and all documents, agreements, and instruments, and to take all other actions, in order to effectuate the same, subject to review and approval of the Town, which approval shall not unreasonably be withheld, all at the District's cost and expense. The Town further covenants and agrees, upon the request of the District, to convey without compensation therefor, insubstantial perimeter portions of the Demised Premises for highway or roadway purposes, to the Commonwealth of Massachusetts or any other appropriate governmental body.

Section XVII. Non-Exclusive Right to Fields:
The District shall have a non-exclusive right to use the recreational fields, athletic fields and gymnasiums situated at the Demised Premises according to the following terms and conditions:

- a) Middle School Soccer Field: use of the Middle School Soccer Field is and shall continue to be under the control of the Whitman Youth Soccer League by previous vote of the Selectmen of the Town of Whitman. Periodic use of such field by the School and/or other groups is within the sole discretion of the Whitman Youth Soccer League. The Town makes no lease to the District of any right to use such field pursuant to this Agreement. Notwithstanding any other provisions of this lease, the District is not obligated to keep or maintain the field or provide insurance for the field.
- b) Gymnasiums: The gymnasiums shall be made available to local and community groups for outside activities, including without limitation the Youth Leagues of Whitman. A good faith effort will be made by the District to make the gymnasiums available under terms, conditions, scheduling, frequency and duration of access substantially similar to that in place on June 30, 1992, but the District shall not be prevented from modifying the same, including but not limited to custodial and building fees, if it determines that it would be in the best interests of the District to do so.
- c) Athletic and Recreational Fields (excluding the Middle School Soccer Field): the Town shall control use of the athletic and recreational fields located at and appurtenant to the Demised Premises. Scheduling of such use shall be made pursuant to an informal permit procedure established and administered by the Town's Recreation Department Director. The District shall have priority in scheduling activities and uses at such fields during school hours while school is in session. Notwithstanding any other provisions of the lease, the Town agrees to keep and maintain the fields and to provide insurance for the fields.

The Town shall cause such policy or policies to include the District as an insured. The Town agrees to deliver certificates of such insurance to the District within thirty days following the District's written request.

Section XVIII. Quiet Enjoyment:

- (a) The District, upon paying the sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this lease, without hindrance or molestation by the Town, its agents, officers, or employees.
- (b) The Town represents and warrants to the District that it has fee simple title to the Demised Premises and the power and authority to execute and deliver this lease and to carry out and perform all covenants to be performed by it hereunder.
- (c) If the Town is in default under this Section XVIII, the District, in addition to any and all remedies it may have in law or in equity, may terminate this lease upon written notice to the Town.

Section XIX. Defaults:

(a) In the event of the District's failure to perform any of the covenants, conditions and agreements herein contained on the District's part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by the District of notice in writing from the Town specifying in detail the nature of such failure, and provided the District does not cure said failure as provided in paragraph (b) of this Section XIX, then, the Town may, at its option, give to the District a notice of election to end the term of this lease upon a date specified in such notice, which date shall not be less than ten (10) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by the District of such notice from the Town, and upon the date specified in said notice, the term and estate hereby vested in the District shall cease and any and all other right, title and interest of the District hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this lease had elapsed, but the District shall continue to be liable to the Town as hereinafter provided.

Simultaneously with the sending of notice to the District, hereinabove provided for, the Town shall send a copy of such notice to any sub-lessee of the Demised Premises or portion thereof that the District may select, in writing, from time to time, and any additional persons or parties having an interest in the Demised Premises that the District may select, in writing, from time to time. The curing of any default or defaults within the above time limits by any of the aforesaid parties or combination thereof, constitutes a curing of any default or defaults hereunder with like effect as if the District had cured the same hereunder.

(b) In the event that the Town gives notice of a default of such a nature that it cannot be cured within such thirty (30) day period, then such default is not deemed to continue so long as the District, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, is reasonable. No default is deemed to continue if and so long as the District is so proceeding to cure the same in good faith or is delayed in or prevented from curing the same by any specified cause in Section XXII, Force Majeure, hereof.

(c) Notwithstanding anything to the contrary contained in this Section XIX, in the event that any default or defaults of the District are cured in any manner hereinabove provided, such default or defaults are deemed never to have occurred and the District's right hereunder continues unaffected by such default or defaults.

(d) All of the provisions of this section shall apply equally to the Town in the event of the Town's failure to perform any of the covenants, conditions, and agreements contained in this lease.

SECTION XX. Expenses and Attorney's Fees: The District will pay all of the Town's expenses, including reasonable attorney's fees, incurred in enforcing any obligations of the District under this lease with which the District has failed to comply. The Town will pay all of the District's expenses, including reasonable attorney's fees, incurred in enforcing any obligations of the Town under this lease, with which the Town has failed to comply.

Section XXI. Waivers: Failure of the Town or the District to complain of any act or omission on the part of the other party no matter how long the same may continue, is not deemed to be a waiver by said party of any of its rights hereunder. No waiver by the Town or the District at any time, express or implied, of any breach of any provision of this lease is deemed a waiver of a breach of any other provision of this lease or a consent to any subsequent breach of the same or any other provision.

Section XXII. Force Majeure: In the event that the Town or the District is delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act, or default of the other party, war or other reason beyond their control, then performance of such act is excused for the period of the delay and the period for the performance of any such act is extended for a period equivalent to the period of such delay.

Section XXIII. Notices: Every notice, approval, consent or other communication authorized or required by this lease is not effective unless the same is in writing and sent postage prepaid by United States Registered or Certified Mail, Return Receipt Requested, directed to the other party at its principal administrative address, or such other address as either party may designate by notice given from time to time in accordance with this section.

Section XXIV. Governing Law: This lease and the performance thereof is governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

Section XXV. Partial Invalidity: If any term, covenant, condition or provision of this lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, is not affected thereby, and each term, covenant, condition and provision of this lease is valid and enforceable to the fullest extent permitted by law.

Section XXVI. Eminent Domain Award: Except for the District's right to relocation expenses (specifically designated as such by the court or authority having jurisdiction over the matter), the Town reserves to itself any and all rights to receive awards made for damages to the Demised Premises accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority.

Section XXVII. Entire Agreement: No oral statement or prior written matter has any force or effect. The District agrees that it is not relying on any representations or agreements other than those contained in this lease and in the Agreement establishing the Regional School District, as Amended. This Agreement is not modified or cancelled except by writing subscribed by all parties.

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

TOWN OF WHITMAN
By its Board of Selectmen

Richard H. Cole

Barbara L. Healy

Norman L. Davis

Robert S. Carlson

WHITMAN-HANSON REGIONAL SCHOOL DISTRICT

Peter J. Jones Chairman

12/10/92

EXHIBIT "A"

The land, together with the buildings, fixtures, and equipment thereon, located in the Town of Whitman, Plymouth County, Massachusetts, known as the Conley School, Frank E. Holt School, Regal Street School, Whitman Middle School, and Park Ave. School, all of which premises are denominated as such on the Whitman Assessors' records.

REV. 3/15/74

H

LEASE OF BUILDINGS
BETWEEN THE TOWN OF HANSON, AND
WHITMAN-HANSON REGIONAL SCHOOL DISTRICT

This lease is made this _____ day of _____, by and between the Town of HANSON, a municipal corporation located in Plymouth County, Massachusetts (the "Town") and the Whitman-Hanson Regional School District, a body politic incorporate located in Plymouth County, Massachusetts (the "District"), under the provisions of Massachusetts General Laws, Chapter 71, Section 14C and under the provisions of the Amended Agreement between the Towns of Whitman and Hanson With Respect To the Expansion of The Whitman-Hanson Regional School District. (The "Amended Agreement:").

In consideration of Zero Dollars, other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, the Town and the District hereby agree with each other as follows:

Section I. Premises: The Town hereby demises to the District, and the District hereby leases from the Town, upon and subject to the terms, conditions, covenants and provisions hereof, the land located in the Town of Hanson, Plymouth County, Massachusetts, more particularly described as Exhibit "A" annexed hereto and made a part hereof, together with any and all improvements, appurtenances, rights, privileges and easements benefitting, belonging or pertaining thereto, and any right, title and interest of the Town in and to any land lying in the bed of any street, road or highway (opened or proposed) to the center line thereof, in front of or adjoining said land (all of the foregoing hereinafter sometimes called the "Demised Premises" and sometimes referred to as the "premises") and together with all of the Town's right, title and interest in any equipment, materials and other personal property of every nature and description, located upon the Demised Premises.

Section II. Term: The term of this lease commences on July 1, 1992. The initial term of this lease is for a period of twenty (20) years beginning on July 1, 1992, unless sooner terminated or extended as herein provided. The term of this lease will thereafter be extended automatically for one (1) additional period of twenty (20) years at Zero rent and upon all of the other terms, conditions, covenants, and provisions set forth herein; provided, however, that either party may cancel this lease, effective as of the date of the expiration of the initial term, by giving written notice of such cancellation on or prior to a date ninety (90) days before the effective date of such cancellation. Such extension is automatic without the necessity of any new lease or other instruments or agreement or any notice being executed or given. Notwithstanding the aforesaid right of cancellation, either party may, at any time during the initial term of this lease, give the other party written notice that it elects to waive its option to cancel this lease at the end of the initial term, and the notifying party shall thereafter not exercise its right of cancellation with reference to the extended period referred to in the notice provided for herein. Hereinafter, all reference to the term of this lease is deemed to be a reference as well to such additional period of time for which the term is so extended.

Notwithstanding any of the other provisions in this lease, the parties agree that either party, at its option, may terminate this lease with respect to any or all of the school buildings listed in Exhibit A any time after the expiration of the first year of the lease term. Either party may cancel this lease by giving the other party written notice of such cancellation on or prior to a date one hundred and eighty (180) days before the effective date of such cancellation.

During the first year of this lease, within thirty days of a written request by either party, the parties will meet to discuss in good faith the lease and any related issues, including but not limited to any proposed modifications. After the first lease year, said meetings will be scheduled no more frequently than twice during the lease year if either party makes a written request for a meeting.

Section III. Rent: The rent during the initial and extended terms of this lease is Zero Dollars.

Section IV. Use of Premises: The Demised Premises may be used for any lawful school purpose. It may be used for any other purpose approved in writing by the WHRSD School Committee and the Town. The Town's approval shall not be unreasonably withheld. The Town reserves the right to use the demised buildings as emergency shelters in the event of an emergency declared under local, state or federal law.

Section V. Utility Expenses: The District shall, during the term of this lease, pay and discharge punctually, as and when the same become due and payable, all sewer rents and charges for water, steam, heat, gas, hot water, electricity, light and power, and other service or services furnished to the Demised Premises or to the occupants thereof during the term of this lease (hereinafter called "utility expenses"), except for items covered by Section X of the Amended Agreement.

Section VI. Improvements, Repairs, Additions, Replacements:

(a) The District may, at its own cost and expense, and upon approval of the Town which shall not be unreasonably withheld, construct on any part or all of the Demised Premises, at any time and from time to time, such buildings, parking areas, driveways, walks, gardens, athletic facilities, and other similar and dissimilar improvements as the District may from time to time determine. Such construction carried out by the District shall be performed in accordance with all applicable local, state and federal laws and regulations.

(b) The District shall, at all times during the term of this lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear excepted) all buildings and improvements at any time erected on the Demised Premises, and shall use all reasonable precaution to prevent waste, damage, or injury. The Town shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Demised Premises during the term of this lease, except as provided for in the Amended Agreement.

(c) The District may, at its option and at its own cost and expense, and upon approval of the Town which shall not be unreasonably withheld, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Demised Premises, and the buildings and improvements now or hereafter thereon, as it may deem desirable, including the demolition of any building, the demolition of any improvement, or the demolition of any structure that now or hereafter may be situate or erected on the Demised Premises. All such work shall be performed in accordance with all applicable local, state and federal laws and regulations.

(d) Until the expiration or sooner termination of this lease, title to any building or buildings or improvements situate or erected on the Demised Premises and the building equipment and other items installed thereon and any alteration, change, or addition thereto remains solely in the District.

(e) On the last day or sooner termination of the term of this lease, the District shall quit and surrender the Demised Premises, and the buildings and permanent improvements then thereon, in good condition and repair (ordinary wear and tear excepted).

(f) The provisions of this Section VI (Improvements, Repairs, Additions, Replacements) are subject to any provisions of the Amended Agreement pertaining to the apportionment and payment of costs incurred by the District.

Section VII. Requirements of Public Authority:

(a) During the term of this lease, the District shall, at its own cost and expense, promptly observe and comply with all present and future laws, by-laws, requirements, orders, directives, rules and regulations of the Federal, State, and Town governments and of all other governmental authorities affecting the Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this lease or may in the future be passed, enacted or directed, and the District shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of the District to comply with the covenants of this section.

(b) Subject to the approval of the Town, which shall not be unreasonably withheld, the District may contest by appropriate legal proceedings diligently conducted in good faith, in the name of the District, or the Town (if legally required), or both (if legally required), without cost or expense to the Town, the validity or application of any law, by-law, rule, regulation, or requirement of the nature referred to in paragraph (a) of this section and, if by the terms of any such law, by-law, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, the District may delay such compliance therewith until the final determination of such proceeding. The approval required by this subsection (b) shall not preclude the District from taking steps necessary to set forth, preserve and avoid prejudice to its position while it seeks the approval.

(d) If the Town provides the approval described in the immediately preceding subsection (b), the Town shall execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit the District so to contest the validity or application of any such law, by-law, order, rule, regulation or requirement and shall fully cooperate with the District in such contest.

Section VIII. Covenant Against Liens: If, because of any act or omission of the District, any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against the Town or a portion of the Demised Premises, the District shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the Town to the District of the filing thereof; and the District shall indemnify and save harmless the Town against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

Section IX. Access to Premises: The Town or the Town's agents and designees may enter upon the Demised Premises at reasonable times to examine the same; provided, however, at least twenty-four (24) hours notice is given by the Town to the District.

Section X. Assignment and Sub-letting: The District may assign, sub-lease (in whole or in part or parts), mortgage or otherwise pledge or encumber this lease (in whole or in part or parts) or any sub-lease of all or any part of the Demised Premises and may permit its sub-tenant or sub-tenants to assign, sub-lease (in whole or in part or parts), mortgage or otherwise encumber this lease or any sub-lease of all or any part of the Demised Premises, provided the Town has consented to same in writing. The Town's consent shall not be unreasonably withheld.

Section XI. Signs: The District and the District's sub-tenants shall have the right to install, maintain and replace in, on or over or in front of the Demised Premises or in any part thereof such signs and advertising matter as the District may desire, and the District shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes. As used in this section, the word "sign" includes any placard, light or other advertising symbol or object, irrespective of whether the same is temporary or permanent.

Section XII. Indemnity:

(a) The District shall indemnify and save harmless the Town from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Demised Premises resulting from any act or acts or omission or omissions of the District, or the District's officers, agents, servants, employees, contractors, or sub-lessees. The District shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the Town or in which the Town may be impleaded with others upon any such above mentioned matter, claim or claims, except as may result from the acts set forth in paragraph (b) of this section.

(b) Except for its affirmative acts of negligence or the affirmative acts of negligence of its officers, agents, servants, employees, or contractors, the Town is not responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to the District or to any of the District's officers, agents, servants, employees, contractors, invitees, or sub-lessees.

Section XIII. Insurance:

(a) The District shall provide at its expense and keep in force during the term of this lease, general liability insurance in a good and solvent insurance company or companies licensed to do business in Massachusetts, selected by the District, and reasonably satisfactory to the Town, in the amount of at least \$500,000 Dollars with respect to injury or death to any one person and \$1,000,000 Dollars with respect to injury or death to more than one person in any one accident or other occurrence and \$1,000,000 Dollars with respect to damages to property.

The District shall cause such policy of policies to include the Town as an insured. The District agrees to deliver certificates of such insurance to the Town within thirty (30) days following the Town's written request.

(b) Beginning July 1, 1993, and during the remainder of the term of this lease, the District shall keep all buildings and improvements currently existing or subsequently erected by the District on the Demised Premises at any time insured for the benefit of the Town and the District as their respective interests may appear, against loss or damage by fire and customary extended coverage in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. The Town shall, at the District's cost and expense, cooperate fully with the District in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided and the Town shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by the District hereunder if the effect of such separate insurance would be to reduce the protection or payment to be made under the District's insurance.

For the period July 1, 1992 through June 30, 1993, the Town shall provide the insurance called for in the immediately preceding subsection (b).

(c) Any insurance required to be provided by the District pursuant to this lease may be provided by blanket insurance covering the Demised Premises and other locations of the District provided such blanket insurance complies with all other requirements of this lease with respect to the insurance involved and such blanket insurance is reasonably acceptable to the Town.

(d) The District's obligations under this Section XIII are deemed met if the insurance coverage required to be maintained by the District is held in the name of the Town and the District pays its apportioned share of the cost thereof, provided the effect thereof is not to reduce the protection or the payment to be made to the District in the event of loss.

(e) The parties agree to the following provisions that shall survive the termination of this lease and that shall be applicable in the event this lease is terminated pursuant to the provisions of section XV(b):
 (1) All insurance monies shall be first applied to pay the entire balance of principal and interest on any mortgage or mortgage deed of trust of the District's interest in the Demised Premises; (2) the balance of such insurance monies shall be paid to the Town.

Section XIV. Waiver of Subrogation: All insurance policies carried by either party covering the Demised Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra costs, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof in the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

Section XV. Destruction:

(a) In the event that, at any time during the term of this lease, the buildings and improvements on the Demised Premises shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the fire insurance policies carried or paid for by the District in accordance with this lease, then, the District, at its own cost and expense, shall, subject to the provisions of paragraph (b) of this Section XV, cause the same to be repaired, replaced, or rebuilt within a period of time which, under all prevailing circumstances, is reasonable.

(b) In the event that, at any time during the term of this lease, any one or more of the buildings on the Demised Premises shall have been damaged or destroyed by fire or any other cause whatsoever, and that, as a result of such damage or destruction, any one or more of the sub-leases covering such buildings is terminated by the sub-tenant thereunder or by the District (each such building being hereinafter called a "damaged building"), then, notwithstanding the provisions of paragraph (a) of this Section XV or any other provisions of this lease:

1. If the aggregate ground floor area of the damaged building or damaged buildings, as the case may be, resulting from such fire or other cause shall exceed fifteen percent (15%) of the aggregate ground floor area of all buildings on the Demised Premises immediately prior to such damage or destruction or if such destruction shall occur within the last five (5) years of the initial term or any extended term thereof, the parties may agree to elect not to repair, replace or rebuild such damaged building or buildings, as the case may be, and to terminate this lease.
2. If the parties do not have the right to terminate this lease pursuant to sub-paragraph (1) or, having such right, shall not elect to terminate this lease, the District shall not be required to repair, replace or rebuild any damaged building until such time as the District shall re-sublet the same to a new sub-tenant or the prior sub-tenant, if such prior sub-tenant shall relet the said damaged building; provided, however, that the District shall so proceed with reconstruction after the expiration of eighteen months following such damage or destruction even if the damaged building shall not yet have been re-sublet.

Section XVI. Utility Easements and Highway Alignment: The District shall have the right to enter into reasonable agreements with the utility companies creating easements in favor of such companies as are required in order to service the buildings on the Demised Premises, and the Town covenants and agrees to consent thereto and to execute any and all documents, agreements, and instruments, and to take all other actions, in order to effectuate the same, subject to review and approval of the Town, which approval shall not unreasonably be withheld, all at the District's cost and expense. The Town further covenants and agrees, upon the request of the District, to convey without compensation therefor, insubstantial perimeter portions of the Demised Premises for highway or roadway purposes, to the Commonwealth of Massachusetts or any other appropriate governmental body.

Section XVII. Quiet Enjoyment:

- (a) The District, upon paying the sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this lease, without hindrance or molestation by the Town, its agents, officers, or employees.
- (b) The Town represents and warrants to the District that it has fee simple title to the Demised Premises and the power and authority to execute and deliver this lease and to carry out and perform all covenants to be performed by it hereunder.
- (c) If the Town is in default under this Section XVII, the District, in addition to any and all remedies it may have in law or in equity, may terminate this lease upon written notice to the Town.

Section XVIII. Defaults:

- (a) In the event of the District's failure to perform any of the covenants, conditions and agreements herein contained on the District's part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by the District of notice in writing from the Town specifying in detail the nature of such failure, and provided the District does not cure said failure as provided in paragraph (b) of this Section XVIII then, the Town may, at its option, give to the District a notice of election to end the term of this lease upon a date specified in such notice, which date shall not be less than ten (10) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by the District of such notice from the Town, and upon the date specified in said notice, the term and estate hereby vested in the District shall cease and any and all other right, title and interest of the District hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this lease had elapsed, but the District shall continue to be liable to the Town as hereinafter provided. Simultaneously with the sending of notice to the District, hereinabove provided for, the Town shall send a copy of such notice to any sub-lessee of the Demised Premises or portion thereof that the District may select, in writing, from time to time, and any additional persons or parties having an interest in the Demised Premises that the District may select, in writing, from time to time. The curing of any default or defaults within the above time limits by any of the aforesaid parties or combination thereof, constitutes a curing of any default or defaults hereunder with like effect as if the District had cured the same hereunder.
- (b) In the event that the Town gives notice of a default of such a nature that it cannot be cured within such thirty (30) day period, then such default is not deemed to continue so long as the District, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, is reasonable. No default is deemed to continue if and so long as the District is so proceeding to cure the same in good faith or is delayed in or prevented from curing the same by any specified cause in Section XXI, Force Majeure, hereof.
- (c) Notwithstanding anything to the contrary contained in this Section XVIII in the event that any default or defaults of the District are cured in any manner hereinabove provided, such default or defaults are deemed never to have occurred and the District's right hereunder continues unaffected by such default or defaults.
- (d) All of the provisions of this section shall apply equally to the Town in the event of the town's failure to perform any of the covenants, conditions, and agreements contained in this lease.

Section XIX. Expenses and Attorney's Fees: The District will pay all of the Town's expenses, including reasonable attorney's fees, incurred in enforcing any obligations of the District under this lease with which the District has failed to comply. The Town will pay all of the District's expenses, including reasonable attorney's fees, incurred in enforcing any obligations of the Town under this lease, with which the Town has failed to comply.

Section XX. Waivers: Failure of the Town or the District to complain of any act or omission on the part of the other party no matter how long the same may continue, is not deemed to be a waiver by said party of any of its rights hereunder. No waiver by the Town or the District at any time, express or implied, of any breach of any provision of this lease is deemed a waiver of a breach of any other provision of this lease or a consent to any subsequent breach of the same or any other provision.

Section XXI. Force Majeure: In the event that the Town or the District is delayed, hindered in or prevented from the performance of an act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act, or default of the other party, war or other reason beyond their control, then performance of such act is excused for the period of the delay and the period for the performance of any such act is extended for a period equivalent to the period of such delay.

Section XXII. Notices: Every notice, approval, consent or other communication authorized or required by this lease is not effective unless the same is in writing and sent postage prepaid by United States Registered or Certified Mail, Return Receipt Requested, directed to the other party at its principal administrative address or such other address as either party may designate by notice given from time to time in accordance with this section.

Section XXIII. Governing Law: This lease and the performance thereof is governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

Section XXIV. Partial Invalidity: If any term, covenant, condition or provision of this lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, is not affected thereby, and each term, covenant, condition and provision of this lease is valid and enforceable to the fullest extent permitted by law.

Section XXV. Eminent Domain Award: Except for the District's right to relocation expenses (specifically designated as such by the court or authority having jurisdiction over the matter), the Town reserves to itself any and all rights to receive awards made for damages to the Demised Premises accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority.

Section XXVI. Entire Agreement: No oral statement or prior written matter has any force or effect. The District agrees that it is not relying on any representations or agreements other than those contained in this lease and in the Agreement establishing the Regional School District, as Amended. This Agreement is not modified or cancelled except by writing subscribed by all parties.

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

TOWN OF HANSON
By its Board of Selectmen

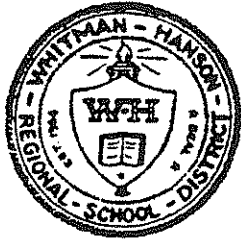
James R. Duggan
Joseph A. Finelli
Judith A. Murdock

WHITMAN-HANSON REGIONAL SCHOOL DISTRICT

Peter Jones 12/10/42
Chairman

EXHIBIT "A"

The land, together with the buildings, fixtures, and equipment thereon, located in the Town of Hanson, Plymouth County, Massachusetts, known as the Maquan Elementary School and Indian Head School, all of which premises are denominated as such on the Hanson Assessors' records.



For new bldg
Period 250 yrs

FAX

Superintendent's Office

Whitman-Hanson Regional School District
600 Franklin Street
Whitman, MA 02382

Date: 4/14/97

Number of pages including cover sheet: 13

To: Jim Barrett
DRA

From: Laura

Phone: _____

Phone: (617) 447-7000 7009

Fax Phone: 1-617-969-9054

Fax Phone: (617) 447-7099

Copy to: _____

REMARKS:

① Signed Lease Agreement - between Town of Hanson & W/HRSI

② also vote taken 10/25/95
on grade configurations

THE COMMONWEALTH OF MASSACHUSETTS

In the Year One Thousand Nine Hundred and Ninety-six

AN ACT RELATIVE TO THE WHITMAN HANSON REGIONAL SCHOOL DISTRICT.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Notwithstanding the provisions of section fourteen C of chapter seventy-one of the General Laws or any other general or special law to the contrary, the Whitman Hanson Regional School District is hereby authorized to lease property for a term in excess of twenty years.

House of Representatives, March 19, 1996.

Passed to be enacted,

[Signature], Speaker.

In Senate, March 20, 1996.

Passed to be enacted,

[Signature], President.

22 March, 1996.

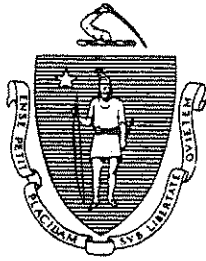
Approved,

3:21 PM

[Signature]

Governor.

Special legis to allow 50 yr lease



The Commonwealth of Massachusetts

EMERGENCY FINANCE BOARD

McCormack Building
ONE ASHBURTON PLACE, ROOM 1207
BOSTON, MA 02108


(617) 367-3900 ext (

August 6, 1996

TO WHOM IT MAY CONCERN:

In hereby certify that the attached is a true copy of the vote adopted at said meeting as appearing in the minutes thereof, that the meeting was open to the public; that notice stating the place, date and time of the meeting was filed with the Secretary of the Commonwealth, and a copy was posted on the public bulletin board of the Executive Office for Administration and Finance at least forty-eight hours, including Saturdays but not Sundays and Legal Holidays, prior to the time of the meeting and remained posted at the time of the meeting; that no deliberations or decisions in connection with the vote were taken in executive session; and that the official record of the meeting was made available to the public promptly and will remain available to the public, all in accordance with Chapter 30A, Section 11B of the General Laws, as amended.

EMERGENCY FINANCE BOARD by:


Mary Ann Growitz, Admin. Asst.

CITY/TOWN/ DISTRICT:

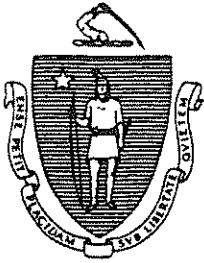
Whitman-Hanson Regional School District

AUTHORIZATION:

Ch. 71, Sec 16(d) G.L.

DATE OF EFB VOTE:

August 6, 1996



The Commonwealth of Massachusetts

EMERGENCY FINANCE BOARD

McCormack Building
ONE ASHBURTON PLACE, ROOM 1207
BOSTON, MA 02108

(617) 367-3900 ext 6

August 6, 1996

At a meeting of the Emergency Finance Board of the Commonwealth, held on 6th day of August, 1996, a majority of said Board present, the following vote was passed:

VOTED: That in accordance with the provisions of Chapter 7I, Section 16(d) of the General Laws, as amended, approval is hereby given to the WHITMAN-HANSON REGIONAL SCHOOL DISTRICT for the borrowing of SEVEN HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$775,000) from the FOURTEEN MILLION (\$14,000,000) voted by the District April 6, 1996, for architectural, engineering and other fees and expenses related to the preparation of plans and specifications for constructing a new middle school in Hanson. The term of the loan is not to exceed Twenty (20) Years.

It is **FURTHER VOTED**, in the event such a finding is required by General Laws Chapter 30, Sections 61-62, that upon review of the Environmental Assessment Form submitted, the Board has concluded that this approval will not have environmental impact, all feasible measures having been taken to avoid or minimize said impact.

EMERGENCY FINANCE BOARD by:

Joseph D. Malone, Chairman



A. Joseph DePucci, Auditor

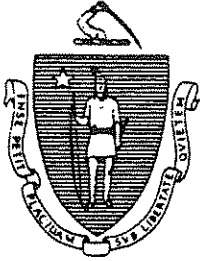


Anthony A. Mangini, Appointee

Edmund W. DeiPrete, Appointee



James R. Johnson, Dept. of Revenue



The Commonwealth of Massachusetts

EMERGENCY FINANCE BOARD

McCormack Building
ONE ASHBURTON PLACE, ROOM 1207
BOSTON, MA 02108

(617) 367-3900 ext 625

August 6, 1996

At a meeting of the Emergency Finance Board of the Commonwealth, held on 6th day of August, 1996, a majority of said Board present, the following vote was passed:

VOTED: That in accordance with the provisions of Chapter 71, Section 16(d) of the General Laws, as amended, approval is hereby given to the WHITMAN-HANSON REGIONAL SCHOOL DISTRICT for the borrowing of FOUR HUNDRED FORTY THREE THOUSAND DOLLARS (\$443,000) from the FIVE MILLION MILLION DOLLARS (\$5,000,000) voted by the District April 6, 1996, for architectural, engineering and other fees and expenses related to the preparation of plans and specifications for reconstructing, remodeling and making extraordinary repairs to the Indian Head School. The term of the loan is not to exceed Twenty (20) Years.

It is FURTHER VOTED, in the event such a finding is required by General Laws Chapter 30, Sections 61-62, that upon review of the Environmental Assessment Form submitted, the Board has concluded that this approval will not have environmental impact, all feasible measures having been taken to avoid or minimize said impact.

EMERGENCY FINANCE BOARD by:

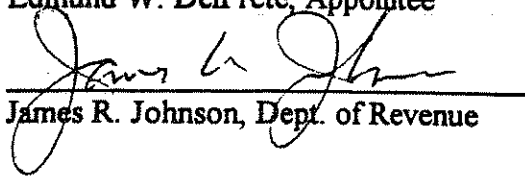
Joseph D. Malone, Chairman



A. Joseph DeBucci, Auditor

Anthony A. Mangini, Appointee

Edmund W. DelPrete, Appointee



James R. Johnson, Dept. of Revenue

A

LEASE OF PROPERTY
BETWEEN THE TOWN OF HANSON, AND
WHITMAN-HANSON REGIONAL SCHOOL DISTRICT

This LEASE is made this 1st day of April, 1997, by and between the Town of Hanson, a municipal corporation located in Plymouth County, Massachusetts (the "Town") and the Whitman-Hanson Regional School District, a body politic incorporate located in Plymouth County, Massachusetts (the "District"), under the provisions of Massachusetts General Laws, Chapter 71, Section 14C, Chapter 46 of the Acts of 1996 and under the provisions of the Amended Agreement between the Towns of Whitman and Hanson with respect to the extension of Whitman-Hanson Regional School District (the "Amended Agreement").

In consideration of Zero Dollars, other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, the Town and the District hereby agree with each other as follows:

Section I. Premises: The Town hereby leases and lets to the District, and the District hereby takes and hires from the Town, upon and subject to the terms, conditions, covenants and provisions hereof, the land located in the Town of Hanson, Plymouth County, Massachusetts, more particularly described as Exhibit "A" annexed hereto and made a part hereof, together with any and all improvements, appurtenances, rights, privileges and easements benefitting, belonging or pertaining thereto, and any right, title and interest of the Town in and to any land lying in the bed of any street, road or highway (opened or proposed) to the center line thereof, in front of or adjoining said land (all of the foregoing hereinafter sometimes called the "Demised Premises" and sometimes referred to as the "premises") and together with all of the Town's right, title and interest in any equipment, materials and other personal property of every nature and description, located upon the Demised Premises.

Section II. Term: The term of this Lease commences on , 199. The initial term of this Lease is for a period of fifty (50) years beginning on , 199, unless sooner terminated or extended as herein provided.

Section III. Rent: The rent during the term of this Lease is Zero Dollars.

Section IV. Use of Premises: The Demised Premises may be used for any lawful purpose.

Section V. Utility Expenses: The District shall, during the term of this Lease, pay and discharge punctually, as and when the same become due and payable, all sewer rents and charges for water, steam, heat, gas, hot water, electricity, light and power, and other service or services furnished to the Demised Premises or to the occupants thereof during the term of this Lease (hereinafter called "utility expenses"), except for items covered by Section X of the Amended Agreement.

Section VI. Improvements, Repairs, Additions, Replacements:

(a) The District may, at its own cost and expense, construct on any part or all of the Demised Premises, at any time and from time to time, such buildings, parking areas, driveways, walks, gardens, athletic facilities, and other similar and dissimilar improvements as the District may from time to time determine.

(b) The District shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear excepted) all buildings and improvements at any time erected on the Demised Premises, and shall use all reasonable precaution to prevent waste, damage, or injury. The Town shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Demised Premises during the term of this Lease.

(c) The District may, at its option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Demised Premises, and the buildings and improvements now or hereafter thereon, as it may deem desirable, including the demolition of any building, the demolition of any improvement, or the demolition of any structure that now or hereafter may be situate or erected on the Demised Premises.

(d) Until the expiration or sooner termination of this Lease, title to any building or buildings or improvements situated or erected on the Demised Premises and the building equipment and other items installed thereon and any alteration, change, or addition thereto remains solely in the District.

(e) On the last day or sooner termination of the term of this Lease, the District shall quit and surrender the Demised Premises, and the buildings and permanent improvements then thereon, in good condition and repair (ordinary wear and tear excepted).

(f) The provisions of this Section VI (Improvements, Repairs, Additions, Replacements) are subject to any provisions of the "Amended Agreement" pertaining to the payment and apportionment of costs incurred by the District.

Section VII. Requirements of Public Authority:

(a) During the term of this Lease, the District shall, at its own cost and expense, promptly observe and comply with all present and future laws, by-laws, requirements, orders, directives, rules and regulations of the Federal, State, and Town governments and of all other governmental authorities affecting the Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed, and the District shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of the District to comply with the covenants of this section.

(b) The District may contest by appropriate legal proceedings diligently conducted in good faith, in the name of the District, or the Town (if legally required), or both (if legally required), without cost or expense to the Town, the validity or application of any law, by-law, rule, regulation, or requirement of the nature referred to in paragraph (a) of this section and, if by the terms of any such law, by-law, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, the District may delay such compliance therewith until the final determination of such proceeding.

(c) The Town shall execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit the District so to contest the validity or application of any such law, by-law, order, rule, regulation or requirement and shall fully cooperate with the District in such contest.

Section VIII. Covenant Against Liens: If, because of any act or omission of the District, any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against the Town or any portion of the Demised Premises, the District shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days after written notice from the Town to the District of the filing thereof; and the District shall indemnify and save harmless the Town against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

Section IX. Access to Premises: The Town or the Town's agents and designees may enter upon the Demised Premises at reasonable times to examine the same; provided, however, at least ten (10) days written notice is given by the Town to the District.

Section X. Assignment and Sub-letting: The District may assign, sub-lease (in whole or in part or parts), mortgage or otherwise pledge or encumber this Lease (in whole or in part or parts) or any sub-lease of all or any part of the Demised Premises and may permit its sub-tenant or sub-tenants to assign, sub-lease (in whole or in part or parts), mortgage or otherwise encumber this Lease or any sub-lease of all or any part of the Demised Premises, without requiring the Town's consent therefor, provided the Demised Premises are used for school purposes.

Section XI. Signs: The District and the District's sub-tenants shall have the right to install, maintain and replace in, on or over or in front of the Demised Premises or in any part thereof such signs and advertising matter as the District may desire, and the District shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes. As used in this section, the word "sign" includes any placard, light or other advertising symbol or object, irrespective of whether the same is temporary or permanent.

Section XII. Indemnity:

(a) The District shall indemnify and save harmless the Town from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Demised Premises resulting from any act or acts or omission or omissions of the District, or the District's officers, agents, servants, employees, contractors, or sub-lessees. The District shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the Town or in which the Town may be impleaded with others upon any such above mentioned matter, claim or claims, except as may result from the acts set forth in paragraph (b) of this section.

(b) Except for its affirmative acts of negligence or the affirmative acts of negligence of its officers, agents, servants, employees, or contractors, the Town is not responsible or liable for any damage or injury to any property, fixtures, buildings, or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to the District or to any of the District's officers, agents, servants, employees, contractors, invitees, or sub-lessees.

Section XIII. Insurance:

(a) The District shall provide at its expense and keep in force during the term of this Lease, general liability insurance in a good and solvent insurance company or companies licensed to do

business in Massachusetts, selected by the District, and reasonably satisfactory to the Town, in the amount of at least 500,000 Dollars with respect to injury or death to any one person and 1,000,000 Dollars with respect to injury or death to more than one person in any one accident or other occurrence and 1,000,000 Dollars with respect to damages to property. The District shall cause such policy or policies to include the Town as an insured. The District agrees to deliver certificates of such insurance to the Town within thirty (30) days following the Town's written request.

(b) During the term of this Lease, the District shall keep all buildings and improvements erected by the District on the Demised Premises at any time insured for the benefit of the Town and the District as their respective interests may appear, against loss or damage by fire and customary extended coverage in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to the District. Any proceeds paid directly to the District shall be retained by the District and the Town shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. The Town shall, at the District's cost and expense, cooperate fully with the District in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided and the Town shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by the District hereunder if the effect of such separate insurance would be to reduce the protection or payment to be made under the District's insurance.

(c) Any insurance required to be provided by the District pursuant to this Lease may be provided by blanket insurance covering the Demised Premises and other locations of the District provided such blanket insurance complies with all other requirements of this Lease with respect to the insurance involved and such blanket insurance is reasonably acceptable to the Town.

(d) The District's obligations under this Section XIII are deemed met if the insurance coverage required to be maintained by the District is held in the name of the Town and the District pays its apportioned share of the cost thereof, provided the effect thereof is not to reduce the protection or the payment to be made to the District in the event of loss.

Section XIV. Waiver of Subrogation: All insurance policies carried by either party covering the Demised Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the

other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof in the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

Section XV. Destruction:

(a) In the event that, at any time during the term of this Lease, the buildings and improvements on the Demised Premises shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the fire insurance policies carried or paid for by the District in accordance with this Lease, then, the District, at its own cost and expense, shall, subject to the provisions of paragraph (b) of this Section XV, cause the same to be repaired, replaced, or rebuilt within a period of time which, under all prevailing circumstances, is reasonable.

(b) In the event that at any time during the term of this Lease any one or more of the buildings on the Demised Premises shall have been damaged or destroyed by fire or any other cause whatsoever, and that, as a result of such damage or destruction, any one or more of the sub-leases covering such buildings is terminated by the sub-tenant thereunder or by the District (each such building being hereinafter called a "vacated building"), then, notwithstanding the provisions of paragraph (a) of this Section XV or any other provisions of this Lease:

1. If the aggregate ground floor area of the vacated building or vacated buildings, as the case may be, resulting from such fire or other cause shall exceed fifteen percent (15%) of the aggregate ground floor area of all buildings on the Demised Premises immediately prior to such damage or destruction or if such destruction shall occur within the last five (5) years of the initial term or any extended term thereof, the District shall have the right, but not the obligation, to elect not to repair, replace or rebuild such vacated building or vacated buildings, as the case may be, and to terminate this Lease by giving written notice of termination to the Town on or prior to the date eighteen months after the occurrence of such damage or destruction, and upon the giving of such notice of termination the term of this Lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this Lease, and neither party shall have any further rights or liabilities hereunder.

2. If the District shall not have the right to

terminate this Lease pursuant to sub-paragraph (1) or, having such right, shall not elect to terminate this Lease, the District shall not be required to repair, replace or rebuild any vacated building until such time as the District shall re-sublet the same to a new sub-tenant or the prior sub-tenant, if such prior sub-tenant shall relet the said vacated building; provided, however, that the District shall so proceed after the expiration of eighteen months following such damage or destruction even if the vacated building shall not yet have been re-sublet.

Section XVI. Utility Easements and Highway Alignment: The District shall have the right to enter into reasonable agreements with the utility companies creating easements in favor of such companies as are required in order to service the buildings on the Demised Premises, and the Town covenants and agrees to consent thereto and to execute any and all documents, agreements, and instruments, and to take all other actions, in order to effectuate the same, all at the District's cost and expense. The Town further covenants and agrees, upon the request of the District, to convey without compensation therefor, insubstantial perimeter portions of the Demised Premises for highway or roadway purposes, to the Commonwealth of Massachusetts or any other appropriate governmental body.

Section XVII. Agency: In addition to all other rights that the District may have pursuant to this Lease, if the Town fails to execute, acknowledge and deliver any instrument or instruments required of the town to effectuate the provisions of this Lease, the Town does hereby constitute and appoint the District as its attorney in fact, having the power coupled with an interest, to execute, acknowledge and deliver any such instrument or instruments for and on behalf of the Town. Notwithstanding the foregoing, the District agrees that it shall not exercise its foregoing rights unless it has notified the Town of its intention to do so, and has given the Town an additional period of five (5) days from the date of such notice to execute, acknowledge and deliver such instrument or instruments, unless a shorter period is expressly provided under this Lease.

Section XVIII. Quiet Enjoyment:

(a) The District, upon paying the sums and charges to be paid by it as herein provided, and observing the keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease, without hindrance or molestation by anyone.

(b) The Town represents and warrants to the District that it has fee simple title to the Demised Premises and the power and

authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by it hereunder.

(c) If the Town is in default under this Section XVIII, the District, in addition to any and all remedies it may have in law or in equity, may terminate this Lease upon written notice to the Town.

Section XIX. Defaults:

(a) In the event of the District's failure to perform any of the covenants, conditions and agreements herein contained on the District's part to be kept or performed and the continuance of such failure without the curing of same for a period of sixty (60) days after receipt by the District of notice in writing from the Town specifying in detail the nature of such failure, and provided the District does not cure said failure as provided in paragraph (b) of this Section XIX. then the Town may, at its option, give to the District a notice of election to end the term of this Lease upon a date specified in such notice, which date shall not be less than ten (10) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by the District of such notice from the Town, and upon the date specified in said notice, the term and estate hereby vested in the District shall cease and any and all other right, title and interest of the District hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but the District shall continue to be liable to the Town as hereinafter provided. Simultaneously with the sending of notice to the District, hereinabove provided for, the Town shall send a copy of such notice to any sub-lessee of the Demised Premises or portion thereof that the District may select, in writing, from time to time, and any additional persons or parties having an interest in the Demised Premises that the District may select, in writing, from time to time. The curing of any default or defaults within the above time limits by any of the aforesaid parties or combination thereof, constitutes a curing of any default or defaults hereunder with like effect as if the District had cured the same. hereunder.

(b) In the event that the Town gives notice of a default of such a nature that it cannot be cured within such sixty (60) day period, then such default is not deemed to continue so long as the District, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, is reasonable. No default is deemed to continue if and so long as the District is so proceeding to cure the same in good faith or is delayed in or prevented from curing the same by any specified cause in Section XXI hereof.

(c) Notwithstanding anything to the contrary contained in this Section XIX, in the event that any default or defaults of the District are cured in any manner hereinabove provided, such default or defaults are deemed never to have occurred and the District's right hereunder continues unaffected by such default or defaults.

Section XX. Waivers: Failure of the Town or the District to complain of any act or omission on the part of the other party no matter how long the same may continue, is not deemed to be a waiver by said party of any of its rights hereunder. No waiver by the Town or the District at any time, express or implied, of any breach of any provision of this Lease is deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

Section XXI. Force Majeure: In the event that the Town or the District is delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act, or default of the other party, war or other reason beyond their control, then performance of such act is excused for the period of the delay and the period for the performance of any such act is extended for a period equivalent to the period of such delay.

Section XXII. Notices: Every notice, approval, consent or other communication authorized or required by this Lease is not effective unless the same is in writing and sent postage prepaid by United States Registered or Certified Mail, Return Receipt Requested, directed to the other party at its principal administrative address, or such other address as either party may designate by notice given from time to time in accordance with this section.

Section XXIII. Governing Law: This Lease and the performance thereof is governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

Section XXIV. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, is not affected thereby, and each term, covenant, condition and provision of this Lease is valid and enforceable to the fullest

extent permitted by law.

Section XXV. Entire Agreement: No oral statement or prior written matter has any force or effect. The District agrees that it is not relying on any representations or agreements other than those contained in this Lease and in the Agreement Establishing the Regional School District, as Amended. This Agreement is not modified or cancelled except by writing subscribed by all parties.

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

TOWN OF HANSON
By its Board of Selectmen

Catherine A. Kucharski 4-8-97

Pete J. Jones
Clark J. H.
Judith A. Murdock

WHITMAN-HANSON REGIONAL SCHOOL DISTRICT

Carl F. Kowalski 4/14/97
Chairman

Approved as to form:

Jane A. Osmer
Counsel to the Regional Committee

Dated: 4/14/97

EXHIBIT "A"

The land, together with the buildings, fixtures, and equipment thereon, located in the Town of Hanson, Plymouth County, Massachusetts, all of which premises are denominated as such on Assessors' Map 91, lots 20, 25, 26 and Map 99 lots 12A, 13, 14, 16, 17, and 18.

10/25/95
WJHRSD

Meeting with newly elected Rep. Ronald Whitney
Mr. Whitney introduced himself to the Committee, along with his Aide, Lisa Dalto, and stated he is happy to help out with issues in any way that he can.

2. Presentation - Playground Committee - Park Ave.
Stacey Dowd, parent, and Nancy White, representative of M.E. O'Brien & Sons/Landscape Structure, discussed this item. The Committee has worked very hard to get to this point in time and has selected Park Ave. as its first priority. The cost will be about \$20,000 and as funds are raised, the playground will be built in stages. They hope to bring the completed project to the School Committee next year. They are working on grant applications and applying for the Landscape Structures' grant.

Mr. McCormack suggested that the Committee think about providing some assistance to the Playground Committee for their project.

Dr. Avery stated that Irene could look at some costs and see if we could offer something in the budget package. He also stated that it is not an appropriate expense for us to deal with as we have not considered this project; it is something Millie O'Callaghan has been working on.

3. Approval - Hanson PK Bldg. Committee Recommendations
MOVED: Dr. Kowalski; SECONDED: Mr. Ellis; VOTE: 9-0-0:
to accept the recommendations of the Hanson PK Bldg. Com. and approve the building grade configuration:
PK - grade 2 at Maquan
Grades 3,4,5 at renovated Indian Head
New construction of middle school grades 6,7,8
Accept the Exterior Phys. Ed. curriculum space requirements

4. Policies 8100-8150 Series - 1ST READING
A few changes were recommended for 2nd Reading. Committee will continue with the remainder of the 8000 Series at next meeting.

5. Set November Committee Meetings
11/16/95 Combination Bldg. Com. and School Com.
12/13 S.C.

IV. Old Business

After School Day Care Program

Mrs. Balsis stated it seems there is a need for such a program and hopes that the direction is to go forward and have it in place for next September. Irene Sherry stated she has applied for a competitive grant.