

COPY



**Lease of 320 Anawan St.
Between REPAC, Inc.
and the
Town of Rehoboth**

August 16, 2004 – June 30th 2014

Now comes REPAC, Inc, hereinafter "Lessee" and agrees as follows with the Town of Rehoboth, hereinafter "Lessor":

It is the intent of the parties to enter into a 10 year, plus or minus, lease per the RFP dated August 6th, 2004 which was awarded to Lessee by a unanimous vote of the Rehoboth Board of Selectmen, John P. Ferreira, Chair, on 8/9/04. The value of the lease will have been calculated by the first year's usage, per the stipulations of the aforementioned RFP, and will be stated in particularity below.

1.) Locus of the Lease Property:

The locus of the lease shall be the front portion of the Rehoboth Town Hall Annex Building, 320 Anawan Street, formally used as a day room for the COA and prior to that a fire-truck bay. Also included in the lease is access to the men's room and 3 parking spaces at said 320 Anawan Street.

2.) Term of the Lease:

Approximately ten years, to coincide with the fiscal year-end: commencing on August 16, 2004 and ending June 30th, 2014.

3.) Cost of the Lease and/or Payment:

Per the stipulations in the aforementioned RFP and Lessee's response to same: the Lessee agrees to pay ten dollars, (\$10.00) for the term of 10 years for the lease of 320 Anawan Street, (as specified Supra, and also in the aforementioned RFP), plus the value of the annual heat, electric, and alarm costs at 320 Anawan Street (as specified below) plus the annual internet access costs for the Town Hall, the Police and the Central Fire Station. The calculated costs from the period of July 1st, 2004 until June 30th, 2005, broke down approximately as follows:

Electric	\$ 550
Heat	2,200
Alarm	150
Internet Access	3,600
TOB, PD, CFS	
	<u>\$4,520</u>

In addition to the above, Lessee acknowledges the costs paid by the Lessor for septic service as well as other associated costs of maintaining the building in good condition.

The following chart depicts a starting point of \$4,800 plus a 5% ± escalation to account for fluctuations in energy costs. The following chart shall be the minimum lease payments per month/year. It is understood that predicting energy fluctuations is impossible, therefore; it is agreed by the parties that at the end of any lease year the Lessor may provide the Lessee with evidence of the prior year's actual energy costs associated with the locus of this agreement. Upon offering said evidence to the Lessee, the actual costs attributed to the energy costs of the locus of this agreement shall then be used as the basis of the next year's actual annual lease payments to be made in 12 equal monthly installments plus a 5% ± escalation for the remaining years of the lease.

Therefore, in the event that that there is no adjustment based on a presentment of a prior year's actual energy costs, the Lessee agrees to make payments, as indicated in the chart below, which shall total \$4,800 for the first year with a 5% ± escalation clause per year added to the annual / monthly lease payments to accommodate energy cost fluctuations as well as increased routine maintenance costs associated with maintaining the building. Thus, year one's annual lease payments total \$4,800;

and assuming there is no presentment of the actual energy costs for a prior year's energy costs, year two: \$5,040; year three: \$5,292; year four: \$5,557 year five: \$5,835; year six: \$6,125; year seven: \$6,435; year eight: \$6,755; year nine: \$7,092; and year ten: \$7,445.

In the event that there is a presentment of a prior year's actual energy costs, that cost shall be the basis of the next year's lease amount with the following years adding a 5% ± cumulative escalator for the remaining years of the lease. There shall be no limit on the annual review of the actual energy costs associated with the locus of this agreement nor the flow-through of such costs to the Lessee.

4.) Breakdown of Lease Payments:

Year one's lease of \$4,800 shall be broken down as follows: Checks in the following denominations shall be made out to the entities indicated and delivered to the Board of Selectmen's Office no later than 30 days after the signing of this lease.

\$3,000 Bellevance Electric Company,	Electrical work
\$1,000 COMCAST,	Internet service
\$ 800 Massachusetts Electric,	Electric service.

\$4,800

Notwithstanding the possibility of the presentment of a prior year's energy costs all other arrangements for payment shall remain in full effect, (with the exception of the actual amount paid which may change due to the presentment of a prior year's energy costs)

Therefore, in years 2-10 of the lease, Lessee agrees to pay to Lessor the below stated amounts, by means of checks in the amount specified and made payable to the entities specified in the chart below. Said checks shall be delivered each month to the Selectmen's Office no later than the 7th of each month beginning on September 7th, 2005, and ending on June 7th, 2114.

	Mass Electric / successor or assignees as applicable	Comcast / successor or assignees as applicable	Alarm Company as applicable	Oil Company as applicable	Monthly Total	Annual Total
Year 2	\$ 50	\$ 300	\$ 10	\$ 60	\$ 420	\$ 5,040
Year 3	50	300	10	81	441	5,292
Year 4	50	300	10	103	463	5,557
Year 5	50	300	10	127	487	5,835
Year 6	50	300	10	151	511	6,125
Year 7	50	300	10	176	536	6,435
Year 8	50	300	10	203	563	6,755
Year 9	50	300	10	231	591	7,092
Year 10	50	300	10	261	621	7,445
Total: Years 2-10						\$60,376

5.) Physical Plant:

Lessee may, at their own expense, further update the heating, ventilation, air-conditioning, insulation, electrical, lighting, security, window, and siding of the portion of 320 Anawan Street which is the subject of this lease / agreement, as may be appropriate for the running and equipping of a modern cable television studio. All updates and changes to the physical plant, including, but not limited to, siding, windows, roofing, heating, air-conditioning, ventilation and electrical, shall take place only with the prior written consent of the Lessor, acting through its Board of Selectmen, such written consent not to be unreasonably withheld.

Lessee, at their own expense, may make whatever modifications to the inside of the locus of this agreement as they may deem necessary to build and equip a modern cable television studio, with the prior written consent of the Lessor, acting through its Board of Selectmen, such written consent not to be unreasonably withheld. All modifications must be made by licensed and insured professionals of the particular trade in question. It shall be the responsibility of the Lessee to comply with all building and zoning codes and requirements.

At the conclusion of the lease, unless the lease is extended, or unless the parties agree in writing to the contrary and attach said agreement hereto, the Lessee, at their own expense, must return the locus of this agreement to a similar condition as was given them at the onset of the lease, including, but not limited to removal of any partitions, walls, lights, and the like.

6.) Termination of Lease / Abandonment of the Locus:

If at any time during the term of this lease, the Lessee becomes insolvent, files a petition in bankruptcy or is the subject of a petition for bankruptcy, or gives an assignment for the benefit of creditors, or dissolves as a corporation, the lease shall immediately terminate and the locus of this agreement shall immediately be turned over to the control of the Lessor. If at any time during the term of this lease, the lessee has breached its duty as a public, non-profit corporation, the lease shall immediately terminate and the locus of this agreement shall immediately be turned over to the control of the Lessor. If at any time during the term of this lease, the purpose of the Lessee's corporation changes to such an extent as they no longer are servicing the Town of Rehoboth in the capacity of public, educational government cable access, the lease shall immediately terminate and the locus of this agreement shall be immediately turned over to the control of the Lessor.

If at any time during the term of this lease, the Lessee, its agents, employees, guests, invitees or the like, conduct illegal activities at the locus of this agreement, the lease shall immediately terminate and the locus of this agreement shall immediately be turned over to the control of the Lessor. If at any time during the term of this lease, the Lessee does not use the locus of this agreement as a studio for public, educational, governmental cable access, the lease shall immediately terminate and the locus of this agreement shall immediately be turned over to the control of the Lessor.

Unless agreed to in writing to the contrary and attached hereto, if at any time during the term of this lease, the Lessee wishes to abandon the property, the Lessee shall notify the Lessor, in writing, no less than 6 months prior to said abandonment and shall pay to the Lessor the amount still owed for the duration of the remaining portions of the lease. Said payments shall be made at least 6 months prior to the abandonment.

7.) Subleasing:

Unless agreed in writing to the contrary and attached hereto, there shall be no subleasing or assigning of the lease for any portion of the locus to this agreement.

8.) Insurance:

During the entire term of this lease, Lessee shall maintain a liability insurance policy in the amount of no less than \$1,000,000.00 per person and \$3,000,000.00 per incident for bodily injury, and in the amount of no less than \$100,000.00 per incident for property damage, such policy naming the Lessor as an additional insured. Lessee shall present to the Lessor the insurance coverage described herein. If at any time during the term of this lease the Lessee fails to maintain such insurance, the lease shall immediately terminate and the locus of this agreement shall be immediately turned over to the control of the Lessor.

9.) Separability:

If a court of competent jurisdiction finds any section of this agreement / lease invalid, illegal or against public policy, all other sections of this agreement / lease shall remain in full force and effect.

Signed this day September _____, 2005

Rehoboth Board of Selectmen


John M. Krasnianski, Chair


Albert Berry, Clerk


Stephen Martin, Member

REPAC, Inc.


President


Vice President


Treasurer

**Attach Corporate Seal Here
Authorizing the Above Vote of
REPAC**

REPAC, Inc.

**c/o Box 472
Rehoboth, MA
02769**

REPAC, Inc. is a not for profit corporation established for the purpose of bringing public, educational and governmental cable access programming to the residents of the Town of Rehoboth. It's principal place of business is in the Town of Rehoboth and it serves the residents of Rehoboth through bringing information regarding Town meetings, events and matters of interest to the residents of Rehoboth.

The Corporate Officers are:

Norman Spring,

Carl Chace,

William Carmichael

Roger Breault

Donna Howard

Associate Director / non voting: Charles Knisbell and Sheri Miller-Millar

All correspondences should be made to above listed address and officers.

Non Payment Proposal:

Purpose:

REPAC, Inc. proposes to lease the portion of the Town Hall Annex for a period of 10 years. The REPAC, Inc. shall run a cable access television studio at the Rehoboth Town Hall Annex building. The studio will be utilized to produce, edit, record and televise programming to the Rehoboth Residents who have access to Comcast cable channels, at no additional costs, other than their normal cable television pricing plan. Taped versions of programming shall be available to any person who wishes to pay a nominal charge, to be determined in the future, for the costs of paying for the tape/cd, etc and a nominal administration fee.

Building/ Physical Plant:

The building shall be modified to accommodate a modern cable television studio with lighting and recording equipment. The physical plant shall be modified in such a way to allow recording, editing and taping areas as well as sufficient office and storage space. Partitions shall be constructed as well as lighting and microphone booms (and the like) will be affixed to the building's structures.

Proper signage will be affixed to the exterior of the building. Also, a modern alarm system, telephone and computer systems and modem equipment will be affixed to the building as well. Windows and doors may be replaced or modified to accommodate the use of a modern cable television studio and protect the equipment of same.

Electrical upgrades will be installed to allow proper electrical service to the run a modern cable television studio. Heating and air conditioning systems may be added or modified in order to properly maintain the temperature and humidity necessary to run a modern cable television studio.

Unless otherwise agreed to by both parties: All of the above costs and work shall be the responsibility of REPAC, Inc. At the end of the lease, provided that a further lease is not negotiated and accepted by both parties, REPAC shall return the building in a similar condition to the manner in which it was given possession.

Dissemination of information:

REPAC shall tape, produce, edit, and televise local programming having to do with Rehoboth news, events, board and committee meetings and other matters of interest. All programming shall run on one of 3 channels being broadcast, at no additional charge to the Rehoboth residents who subscribe to Comcast cable, other than their normal programming plan paid to Comcast. Any person wishing to get a taped copy of any program may obtain said program at a nominal cost, as described above.

REPAC shall operate the studio, conduct all operations associated with the studio and the taping and airing of all programming and shall not charge the Town or any resident or business any fee for the taping, producing, editing or airing of any event / program, etc. REPAC shall, during the term of the lease, continue to maintain the programming for the duration of the term of the lease and guarantee a minimum of 20 hours of programming per week and a continuous informational scroll during the other periods of time.

Signature Page:

Norman Spring

August 4th, 2004

Norman Spring, Chairman of the Board of Directors, REPAC

Assessment:

The attached Proposal is an official act and deed of the REPAC, Inc and Mr. Norman Spring has been voted by a unanimous vote of the whole Board of Directors, to submit the attached Proposal:

William Carmichael

August 4th, 2004

Name of Clerk of REPAC, Inc.

William Carmichael

Signature