

CONCEPT PROPOSALS FOR WESTFORD SCHOOL DISTRICT PROPERTIES

In anticipation of the merger of the Westford, Essex and Essex Junction School Districts, the Selectboard and School Board are considering proposals for three parcels of land currently owned by the School District. The three parcels of land are located in close proximity to the Westford Elementary School easterly of Brookside Road and southerly of the Town's 20-acre property. The three parcels of land are:

- Parcel 1: A 14-acre, more or less, parcel of land easterly of Brookside Road where the Elementary School building is currently located;
- Parcel 2: A 15-acre, more or less, parcel of land located southerly of Parcel 1 where the athletic fields are currently located; and
- Parcel 3: A 50-acre, more or less, parcel of land located easterly of Parcel 2 and westerly of the Browns River that is mostly forested but where a number of Town recreation paths are located.

To ensure continued use of the three properties by Town residents, the Town and School District have developed three proposals, or "Concepts," for use and ownership of the three properties. Both the Town and the School District are interested in hearing the community's thoughts regarding the Concepts.

All three Concepts share two characteristics. First, the Concepts involve the School District conveying easements to the Town for the access, parking, use, operation and repair of various facilities located on what are now the School District's properties. An easement is a perpetual property right granted by a property owner to another party allowing use of the property owner's land. Unless otherwise restricted, easements are perpetual in duration and are typically only extinguished by the easement holder (in this case the Town) abandoning the easement, conveying it back to the underlying property owner (the School District), or by the easement holder becoming the owner of the underlying property that is subject to the easement. Notably, there's no need in this instance for the Town to convey easements to the School District on Town properties since the properties are already "public property" open to use by all.

Second, all three Concepts propose that the Town and the School District enter into a Use Agreement that establishes the terms and conditions under which the Town and School District may use the properties and facilities that will be owned by the other party. The Use Agreement is less permanent than an easement, but it has the benefit of allowing both parties the flexibility to negotiate or alter their relationship over time as circumstances dictate. As with the easements described above, there's no need for the Use Agreement to grant the School District a right to use the Town's recreation trails and land since they are already "public property" open to use by all.

For your consideration a summary of each Concept and a map depicting a proposed layout of the three Parcels under each Concept is attached.

CONCEPT 1

Concept 1 proposes that:

1. The School District retain ownership of Parcel 1 and Parcel 2; and
2. The School District convey Parcel 3 to the Town.

The School District and Town will enter into a Use Agreement to guide the Town's use of facilities located on Parcel 1 and Parcel 2 with terms similar to the following:

- An original term of 10 years with at least two, 5-year extensions (the duration is flexible);
- The Town and School District will meet annually to discuss their use of facilities and potential amendments to the Use Agreement;
- The Town may reserve and use School District facilities (school building, athletic fields, etc.) when not in use by the School District;
- The Town's use of School District facilities is free, except when custodial or food services and employees are needed. In those cases the Town will pay a reasonable hourly rate for those services with the expectation that the School District's current fee schedule will be periodically updated;
- Each party will maintain appropriate comprehensive liability insurance policies to govern their activities on the other party's properties. The School District will maintain property casualty insurance on the Elementary School building and other facilities;
- To the extent provided by law, the parties will indemnify each other for liability arising from their respective use of the other party's properties and facilities;
- Responsibility for maintenance of the athletic fields on Parcel 2 will be allocated between the parties, including that any damage, except normal wear and tear, resulting from the Town's use will be repaired and paid for by the Town; and
- Depending on the extent of the Town's use of the athletic fields on Parcel 2, the Town may have to compensate the School District for some of its regular maintenance of the fields.

The School District will also convey easements to the Town on both Parcel 1 and Parcel 2. The School District is to convey easements to the Town for the following:

- Recreation trails: This easement will include parking (in the westerly parking lot of Parcel 1 and in the parking lot easterly of the Elementary School outside of school hours), access, use, maintenance, repair and replacement of the recreation trails on Parcel 1 and Parcel 2;
- Emergency Shelter: This easement will include access and parking for use of the Elementary School building as an emergency shelter; and
- Generator: This easement will include access to and operation, maintenance, repair and replacement of the emergency generator located proximate to the southeasterly corner of the Elementary School building.

CONCEPT 2

Concept 2 proposes that:

1. The School District retain ownership of Parcel 1;
2. The School District and the Town apply for a boundary line adjustment of Parcel 2 to move its easterly boundary to the west, which reduces the size of Parcel 2 by approximately 4 acres; and
3. The School District conveys reconfigured Parcel 3 to the Town. As a result of the boundary line adjustment, Parcel 3 will increase in size by approximately 4 acres to roughly 54 acres.

This Concept is likely to be somewhat more costly and time consuming for the Town and the School District because it will require hiring a surveyor and obtaining approval of a boundary line adjustment between Parcel 2 and Parcel 3 under the Town's Land Use & Development Regulations.

The School District and Town will enter into a Use Agreement to guide the Town's use of facilities located on Parcel 1 and the reconfigured Parcel 2. The Use Agreement's terms will be similar to those stated in Concept 1.

The School District will also convey easements to the Town on Parcel 1 and on the reconfigured Parcel 2. The School District is to convey easements to the Town for the following:

- Recreation trails: This easement will include parking (in the westerly parking lot of Parcel 1 and in the parking lot easterly of the Elementary School outside of school hours), access, use, maintenance, repair and replacement of the recreation trails on Parcel 1 and Parcel 2;
- Emergency Shelter: This easement will include access and parking for use of the Elementary School building as an emergency shelter; and
- Generator: This easement will include access to and operation, maintenance, repair and replacement of the emergency generator located proximate to the southeasterly corner of the Elementary School building.

CONCEPT 3

Concept 3 proposes that:

1. The School District retains the entirety of Parcel 1; and
2. The School District conveys Parcel 2 and Parcel 3 to the Town.

Concept 3 may require a boundary line adjustment between Parcel 1 and Parcel 2 since the current boundary appears to divide the northerly baseball/soccer field that is just west of the tennis court. If a boundary line adjustment is needed, then Concept 3 will be more costly and time consuming than Concept 1 since the parties will have to obtain approval for the boundary line adjustment under the Land Use & Development Regulations.

Concept 3's Use Agreement will be slightly different than the Use Agreement proposed in Concept 1 and Concept 2. Some of the differences include that:

- The School District and the Town will allocate maintenance responsibilities for the athletic fields on Parcel 2 since they're used daily by the Elementary School (during the school year) and less frequently by the Town.
- Depending on the extent of use of the athletic fields, the party that does not maintain the fields may have to compensate the other party for some of the maintenance and upkeep performed.
- The Town will maintain property casualty insurance on Parcel 2 and Parcel 3.

Concept 3 also proposes that the School District convey easements to the Town on Parcel 1 for the following:

- Recreation trails: This easement will include parking (in the westerly parking lot of Parcel 1 and in the parking lot easterly of the Elementary School outside of school hours), access, use, maintenance, repair and replacement of the recreation trails on Parcel 1;
- Emergency Shelter: This easement will include access and parking for use of the Elementary School building as an emergency shelter; and
- Generator: This easement will include access to and operation, maintenance, repair and replacement of the emergency generator located proximate to the southeasterly corner of the Elementary School building.

Another concern with Concept 3 is that it creates some liability and funding issues for the Town in light of its ownership of Parcel 2 and the School District's regular use of that Parcel.