

Emergency Board Meeting Notes April 16, 2024

In attendance: Jan, Dallas, Daniel, Doug, Janer, Julie, Justin, Luke, Mark, Tiffany.

Lease summary:

Parties Involved: The lease is between Washington Park of Keene, LLC ("Lessor") and Gathering Waters Chartered Public School ("Lessee").

Property Description: The property leased is located at 31 Washington Street, Keene, New Hampshire. It includes most of the first, second, and third floors of the north building, but excludes the auditorium and cafeteria/kitchen. The gymnasium is available to the school for exclusive use for two hours daily and additional non-exclusive use, without extra charges.

Purpose: The premises are leased for school activities including teaching students.

Lease Duration: The lease will last for five years starting from August 1, 2024, to July 31, 2029. There is an option for a five-year renewal, which must be requested 90 days before the initial term ends.

Rent: The initial annual rent is \$384,000, payable in monthly installments of \$32,000. There's an annual rent increase based on the Consumer Price Index but not less than 2%. There's also a specific rent for using the lawn area.

Early Termination: The school can terminate the lease early (from May 1, 2026) if it becomes infeasible to continue operations. This requires a six-month notice and payment of three additional months' rent.

Security Deposit: A \$15,000 security deposit is held and may be used for repairing any damages to the lawn area upon lease termination.

Utilities and Additional Costs: The school is responsible for all utilities and additional costs such as electricity, HVAC, telephone, internet, and propane. They are also responsible for maintaining the lawn area and can make approved improvements.

Parking: Designated parking areas are specified, and employees are restricted from parking outside these areas.

Signage and Advertising: The school can install signage with prior written approval from the Lessor and must comply with local zoning laws.

Waste Management: The school must manage rubbish and recycling responsibly, with the Lessor covering the costs of rubbish removal.

Insurance and Indemnity:

The lessee must carry liability insurance throughout the lease term, covering:

At least \$1 million for injuries or death per person.

At least \$1 million for injuries or deaths per incident.

At least \$3 million for property damage.

The landlord must be included as an additional insured on the policy.

The lessee will also protect the landlord against any claims, losses, or damages related to the property that arise from the lessee's actions or negligence.

Loss and Damage:

If the property is significantly damaged or destroyed, or if it's taken by the government (eminent domain), the lessee can choose to end the lease by notifying the landlord within 60 days of learning about the event.

If the lessee chooses not to end the lease, the landlord must repair the damage to its previous condition.

The rent will be adjusted depending on the extent of the damage and the time needed for repairs.

Assignment or Sublet: The lessee cannot transfer the lease or sublet the property without the landlord's permission, except to:

- A company controlled by or controlling the lessee.
- A company that acquires most of the lessee's assets or shares.
- A company merging with the lessee.

Taxes: The landlord is responsible for all property taxes.

Good Title and Zoning: The landlord guarantees that they own the property outright (without legal claims against it, except for those recorded like easements) and that there are no legal or zoning issues preventing its use as described in the lease.

Discussion:

All expenses are figured into the budget and accepted by the budget committee.

Board Chair and Financial Manager are appreciative of the full agreement with the owner of the building. The committee is confident that we could not get a better deal in Keene.

Clarity on the non exclusive use of the gym. Exclusive use of the gym is at a minimum of 2 hours. Shared usage with Ashuelot academy is worked out each year. Used up to 4 hours a day: Movement and recess. Cleaning of the gym is up to GWCS.

Dallas will get written confirmation from the building manager regarding the following:

-> Daytime Gym usage time between 7:30 am - 5:00 pm is designated for school use (not available to tenants) to be scheduled between Gathering Waters and Ashuelot Valley

-> After hours Gym usage will be exclusive (not available to tenants) with prior scheduling

Yard use: \$1000 a month Exclusive use at our own expense. Historic district has regulations that will need to be followed. (.5 court and basketball hoop etc.)

Any upkeep needed prior to accepting the Lease Agreement: HVAC and structural are all on the landlord and they are addressing it when needed. This is an advantage to renting.

Budget for cleaning of the building will need to increase with the new footage.

Vote: Draft Lease approval (Board Drive Folder: [Gathering Waters Chartered Public School Draft Lease 4.11 24 \(1\)](#))

Motion: Tiffany seconded by Doug. All in favor

The Secretary will write up a resolution and send it to Dallas ASAP.