



**Thursday October 3, 2019 @ 6:30 pm  
Meeting Minutes  
SAUGUS HIGH SCHOOL**

- Meeting called to Order @ 6:36 pm
- **Attendance:** Al DiNardo, Donna Sordello, Bill Williamson, Fatima Allan (Sue Palomba not in attendance)
- Saugus Historical Society Board – Laura Eisner, Judy McCarthy & Jane Parrot

This meeting was scheduled to discuss the current lease by the Board of Directors and Saugus Historical Society Board.

Fatima opened discussion by explaining her conversation with Deb Panetta regarding some advice to take into consideration by both boards.

Following are some suggestions to be considered by both boards and attorneys

Donna read notes on Articles 1 through 29, some of the, some of the suggestions were to change the terms of the contract from 8 years to 10 years (5 + 5 years) to coincide with the current Comcast Lease Agreement.

The lease should state that the completion of construction is tied to the issuance of the certificate of occupancy and thus commencement of rent.

Utilities such as; gas, electric, water will be paid by SCTV in lieu of rent, unless agreed upon that these will be considered "pilot payments". Repairs and general maintenance after completion of construction will be paid by SCTV unless it is common area, therefore, will SHS will be responsible for half the repair. Each party is responsible for their exclusive use of area, including foundation, roof and structural components.

Indemnity & Liability Insurance. SCTV has agreed to cover insurance pertaining to their portion of the building and all equipment that is owned by SCTV. SHS will pay all insurance in the amount that they are currently paying

Articles to be removed: *"tenants covenant and agrees that solely makes SCTV responsible for indemnity and liability of all guest visiting building"*

*"tenants waive any and all rights of recovery for any loss of damage to tenant's property which are either required to be insured under the terms of this lease"*

*“landlords will not take out a loan on property”*

*“Failure of Performance: This will be changed from 15 days to 30 days for default”*

*“Right of First Refusal: This article should state 60 days for decision and not 30 days”*

*Wording should to be changed: if SCTV reorganized or renamed, the contract can be voided, in this case the town may be interested to use the building for other purposes in the future. Possibly not using name: SCTV in contract.*

Some other suggestions made that SCTV pay 90% and SHS pay 10% of all utilities such as; heating & electric bills

“Rent” will fluctuate and should be calculated on a monthly basis according to usage.

Al suggested that the two boards, going forward after completion, meet quarterly to discuss any issues or changes that could improve common areas in the building.

Suggested notes will be reviewed by attorneys and changes will be made accordingly.

Lease agreement will be on the Board of Selectmen agenda, October 16<sup>th</sup>

Meeting adjourned 9:50 pm

Motion to adjourn made by Donna and 2<sup>nd</sup> by Chair      Motion passed 4/1