

## ASHAWAY SCHOOL LEASE

THIS LEASE, is made and entered as of the 17<sup>th</sup> day of June, 2025, by and between The Town of Hopkinton, Rhode Island, (hereinafter, the "Town"), and the Chariho Regional School District (hereinafter, "Chariho").

WHEREAS, Chariho is a body corporate and politic created by the General Assembly of the State of Rhode Island (P.L.1958, Ch. 55, as amended; hereinafter, the "Chariho Act"); and

WHEREAS, pursuant to Section 2.(5) of the Chariho Act, Chariho is authorized to lease from the respective towns, Charlestown, Richmond and Hopkinton, for the sum of \$1.00 per year, existing school buildings and the land upon which they are sited which were, at the effective date of the Chariho Act, owned by the respective towns; and

WHEREAS, said Section 2.(5) of the Chariho Act also provides that said towns shall retain title to said buildings and land, and that Chariho will assume and pay for all maintenance, upkeep and operation of the buildings leased by it from the respective towns; and

WHEREAS, the Town and Chariho entered into a lease entitled "ASHAWAY SCHOOL LEASE" dated October 1, 1998, and thereafter a re-negotiated successor lease effective January 1, 2007 (the "2007 Lease"); and

WHEREAS, the reason that the lease was re-negotiated on or about January 1, 2007 was that Chariho had indicated to the Town that it had ceased to use a structure known as the "1904 School Building" for educational purposes due to its deteriorating condition and desired to return control of that building to the Town; and

WHEREAS, the 1904 School Building had significant historical, cultural, and sentimental value to the Town and many of its residents who had been educated therein; and

WHEREAS, the 1904 School Building remained in a vacant and deteriorating condition for many years following the re-negotiation of the lease and was subsequently deemed to be a safety hazard; and

WHEREAS, it was unfortunately determined that there were no feasible alternatives to the demolition of the 1904 School Building; and

WHEREAS, in 2023, the Town secured a grant from the federal government through the auspices of Senator Reed and Senator Whitehouse to demolish and memorialize the 1904 School Building and has since accomplished that demolition work; and

WHEREAS, the document attached to this Lease as Exhibit A depicts the location where the 1904 School Building formerly stood; and

WHEREAS, Chariho is most appreciative that the Town secured the grant and accomplished the demolition work; and

WHEREAS, on or about August 23, 2023, the Town entered into a Memorandum of Agreement with the Rhode Island Historical Preservation and Heritage Commission ("State Commission") titled "Regarding the Demolition of 12A Hillside Avenue, Hopkinton, Rhode Island" ("MOA"), a copy of which is attached to this Lease as Exhibit B, pursuant to which the State Commission permitted the demolition of the 1904 School Building subject to the requirement that the Town "prepare, furnish, and install an interpretative panel, plaque, display, installation, or combination thereof explaining and/or depicting the history of the former Ashaway School and its role within the Town" and that this "interpretive display shall be placed on or within the subject property ... within two years of the execution of [the] MOA"; and

WHEREAS, the Town has developed plans to memorialize the 1904 Building as required by the MOA by installing a commemorative plaque, an approximate rendering of which is shown in the document attached hereto as Exhibit C (the "Memorial"); and

WHEREAS, the Town intends that the commemorative plaque shall be installed at or near the "Bell & Concrete Monument" depicted on the post-demolition site plan attached hereto as Exhibit D; and

WHEREAS, the Town and Chariho have agreed to enter into a new Lease with terms and conditions extinguishing the 2007 Lease under which Chariho shall lease from the Town "existing school buildings and the land upon which they are sited" in a manner which the parties mutually agree will most prudently, fairly and economically balance the respective obligations and resources of the Town and Chariho; recognize and respect the work of the Town in wishing to memorialize the historic, cultural, and sentimental value of the former 1904 School Building; and that will adequately satisfy the conditions imposed by the State Commission in connection with the demolition.

NOW, THEREFORE, for and in consideration of the rents, mutual covenants, and agreements hereinafter set forth, the parties hereto do hereby mutually agree as follows:

#### *1. LEASE GRANT*

For the term and upon the conditions hereinafter provided, the Town does hereby lease to Chariho, and Chariho does hereby lease from the Town that certain parcel or parcels of land, with certain buildings and improvements now or hereinafter located thereon, situated at 12A Hillside Avenue, Ashaway, Rhode Island, and identified as Lot 110 on Plat Map 24 in the records of the Tax Assessor of the said Town, as depicted in Exhibit C, attached hereto and

specifically incorporated herein by reference (hereinafter referred to as the "Demised Premises").

## 2. TERM

Subject to and upon the covenants, agreements and conditions of the Town and Chariho set forth herein, or in any Exhibit or Addendum attached hereto and specifically incorporated herein by reference, the term of the Lease shall commence on the 2 day of June, 2025 (hereinafter called the "Commencement Date"), and expire at 12:00 Midnight on the 30 day of June, 2026. Thereafter, this Lease shall be renewed automatically for successive periods of one year each on all the same terms and conditions contained herein; provided, however, that this Lease shall terminate and be of no further force or effect at such time as: (a) the parties may mutually agree to terminate this Lease; (b) Chariho ceases to exist as a regional school district under the laws of the State of Rhode Island; (c) the Town ceases to be a part of Chariho; or (d) the Demised Premises cease to be used by Chariho for educational purposes, whichever first occurs.

## 3. PURPOSES; USE

Continuously throughout the term of the Lease, Chariho shall exclusively use and occupy, and have the entire care, custody and control of, the Demised Premises for all purposes which are consistent with the Chariho Act and the laws and regulations of the State of Rhode Island pertaining to education and school committees generally. Notwithstanding such exclusive use, occupancy, custody and control of the Demised Premises by Chariho:

- A. The Town, upon request, shall enjoy the continuing right to use the Demised Premises, including all recreational facilities and function rooms in school buildings, for recreational activities of the Town and for other Town business, without cost to the Town; provided that: (1) such use by the Town does not interfere with Chariho activities; (2) the Town shall at all times maintain general liability insurance with limits at least equal to those set forth in Section 7.(b), below, covering all acts and/or omissions of the Town with respect to such use of the Demised Premises; and (3) the Town shall be responsible for the costs of any necessary maintenance personnel and the costs of repairing any damage to the Demised Premises occasioned by such use by the Town.
- B. The Town may erect "an interpretive panel, plaque, display, installation, or combination thereof explaining and/or depicting the history of" the 1904 School Building "and its role within the Town" as required by the MOA and in a manner substantially similar to what is depicted in Exhibit C to this Lease located at or near

the "Bell & Concrete Monument" depicted on Exhibit D, provided that Chariho shall retain good and sufficient access and parking associated with the structures located on the Demised Premises and any reconstruction or additions thereto to serve the needs of student bus transportation, fire and other emergency vehicles, and for faculty, staff, parents and other visitors to the school. In the event that the Chariho school committee determines in its sole discretion that it is in the best interest of Chariho to relocate the Memorial on the Demised Premises, Chariho may, upon thirty (30) days written notice to the Town, do so at Chariho's sole expense.

#### 4. RENT

The annual rent for the Demised Premises shall be One (\$1.00) Dollar.

#### 5. INCIDENTS OF OWNERSHIP; MAINTENANCE AND EXPENSES

Except as to legal title (which shall remain in the name of the Town), Chariho shall enjoy all the benefits of, and be responsible for all obligations pertaining to, all incidents of ownership of the Demised Premises, including, without limitation, all maintenance obligations and the payment of all expenses associated with the operation of the Demised Premises (except as may be otherwise provided in Section 3., above).

#### 6. IMPROVEMENTS, ADDITIONS, and ALTERATIONS

Except as set forth herein regarding the Memorial, Chariho may make such improvements to the Demised Premises, or additions or alterations to improvements which are in existence at the date hereof, as may be consistent with the powers and duties of Chariho and its school committee under the Chariho Act, and the laws and regulations of the State of Rhode Island pertaining to education and school committees generally; provided, however, that Chariho agrees that it shall not make any material structural improvements, additions or alterations to the Demised Premises without first notifying the Town at least thirty (30) days in advance thereof (excepting, however, any improvements, additions or alterations which may have been approved by a majority of the voters assembled at any annual or special meeting of Chariho called in accordance with the Chariho Act or pursuant to a project authorized by an enabling act of the State of Rhode Island).

#### 7. INSURANCE

Chariho, at its sole cost, shall obtain and maintain in full force and effect at all times during the term of this Lease, including during all renewal periods, a policy or policies of insurance, issued by a company or companies which is or are financially sound and licensed to do business and sell insurance in the State of Rhode Island. Said policy or policies shall name said Town as an "Additional Insured," and shall provide, at a minimum:

- (a) Hazard Insurance (written on an "All Risk" and full replacement value basis with an extended coverage endorsement) insuring against damage to and loss of all improvements, fixtures, equipment, furniture, and all other personal property in and about the Demised Premises;
- (b) Comprehensive General Liability coverage insuring against personal injury, death and property damage with a single limit of at least One Million Dollars (\$1,000,000.00) per person and Three Million Dollars (\$3,000,000.00) per occurrence for personal injury and death, and Five Hundred Thousand Dollars (\$500,000.00) for property damage; and
- (c) Worker's compensation or similar insurance in form and amounts required by law.

#### 8. *DISPUTE RESOLUTION*

- A. In the event of any dispute between the State Commission and the Town arising out of the MOA, the Town shall give prompt written notice of the dispute to Chariho, afford Chariho a reasonable opportunity to address the issues raised by the dispute, and the Town shall render a final decision pursuant to Section VI of the MOA that harmonizes to the maximum extent possible the concerns raised by the State Commission and Chariho.
- B. In the event of any other dispute arising out of this Agreement, and in the case of a dispute between the State Commission and the Town after the exhaustion of the process set forth in paragraph 8(A) above, Chariho and the Town agree to engage in good faith discussion and, if necessary, to retain the services of a mediator to help resolve the dispute. The cost of the mediator shall be shared equally by the parties, and each party will bear its own costs. In the event that good faith discussions and mediation are not successful either party to this Lease may bring suit in a court of competent jurisdiction in the State of Rhode Island.

#### 9. *GOVERNING LAW*

This Lease and the rights and obligations of the Town and Chariho hereunder shall be governed by the laws of the State of Rhode Island.

#### 10. *SAVINGS CLAUSE*

If any provision of the Lease or the application thereof to any person or circumstance is to any extent held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of the Lease shall be valid and enforced to the fullest extent permitted by law.

11. COMPLETE AGREEMENT

This Lease and any Exhibits or Amendments attached hereto contain and embody the complete agreement and understanding of the parties hereto, and no representations, inducements, or agreements, oral or otherwise, between the parties not contained and embodied in this Lease, and any attached Amendments or Exhibits, shall be of any force or effect

12. AMENDMENTS

This Lease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by authorized representatives of the parties hereto.

13. AUTHORITY

Each of the signatories hereto represents that he or she has the authority to execute this Lease on behalf of either the Town or Chariho.

IN WITNESS WHEREOF, the Town and Chariho have caused this Lease to be signed in their names by their duly authorized representatives and delivered as their free act and deed, as of the date and year first mentioned above.

Witness:

Town of Hopkinton:



By: 

Title: Brian M. Rosso, Town Manager

Chariho Regional School District:

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By: \_\_\_\_\_

Title: