

**Baxter Academy for Technology & Science  
Additional Facility  
561 Congress Street Portland**

**Evidence required for Commission approval for  
a public charter school.**

**Attached:**

8-4-15 – MCSC Letter to Carl Stasio .

8-5-15 Letter from Carl Stasio to Shelley addresses the following:

- Health, Safety, Fire Code meeting.
- Plan B if 561 Congress is not available to Baxter the first week of school.
- #1 Sufficient Size.
- #2 - #3 – Transportation.
- #4 – Food Service.
- #5 – Lease – Received 8-14-15.
- #6 and #8 – Occupancy Permit, Layout of facility, Insurance.
- #9 – Budget – attached.
- #10. Minor Renovations – 8-23-15 Email Needs for Occupancy Permit.

8-5-15 Baxter Draft Budget July 2015 (Pages 1-4).

8-14-15 Signed Lease for 561 Congress Street.

8-23-15 Baxter Needs for Occupancy Permit at 561 Congress Street.

# Maine Charter School Commission

Deliver VIA Email and US Postal Service.

August 4, 2015

Carl Stasio, Executive Director  
Baxter Academies of Maine  
54 York Street Suite 1  
Portland ME 04101

Dear Carl:

At the Commission Business meeting today, August 4, 2015, the Commission members decided that Baxter Academies needs to present to the Commission by **August 14, 2015**,

- A timeline for providing the documentation listed below and
- If the necessary documents are not available by 8/14/15 as stated below and/or an occupancy permit, is not available to you by your first day of school, September 2, 2015, a Plan B for Baxter beginning school without the use of 561 Congress Street, Portland,

To reiterate – Letter dated July 28, 2015:

The Maine Charter School Commission received on July 28, 2015, notification to the Commission, of the charter contract material amendment related to Baxter Academies of Maine expansion to a satellite facility in leased space from Pachios Brothers I LLC & Laconia LLC. Term Sheet dated July 22, 2015, describes premises located at 561 Congress St., Portland, first floor with an occupancy date of August 15, 2015, etc.

The Review Team is in anticipation of receiving all necessary documentation for a satellite facility by **Friday, August 14, 2015**, related to this material change in the Baxter Academies of Maine Charter Contract dated May 7, 2013:

Requirements:

- 1.3.0 Amendment
- 1.4.1 Location
- 1.5.1 Facilities
- 2.13.0 Student Welfare and Safety
- 2.16.0 Transportation
- 4.10.0 Insurance and Surety (4.11 Coverage Minimums)
- 6.10 Material Amendment

And:

- A complete budget for FY 15-16 school year demonstrating financial viability for this development as an additional cost in your budget
- Plans for providing food service
- As well as, any other further documentation deemed necessary by the Review Team.

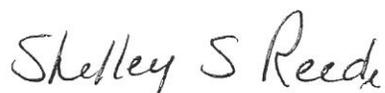
Documentation:

- Signed Lease.
- Any renovations needed; completion date.
- Certificate of occupancy.
- Evidence that the facility meets applicable health, safety, and fire code requirements.
- Evidence that the facility is of sufficient size.
- Equipment plus IT hardware and software.
- Classroom Assignments and set up for 54 York Street Suite 1 and 561 Congress Street first floor.
- Disaster response/safety plan.
- Transportation and Food plans to include satellite location and any changed contracts.
- Insurance for the satellite facility 561 Congress Street, Portland, First Floor.
- A complete budget for FY 15-16 school year demonstrating financial viability for this development as an additional cost in your budget.

If at all possible, please forward these documents electronically to [Bob.Kautz@maine.gov](mailto:Bob.Kautz@maine.gov) with a c.c. to [Gina.Post@maine.gov](mailto:Gina.Post@maine.gov).

If you have any questions or concerns, please contact Bob Kautz, Executive Director.

Sincerely,



Shelley S. Reed, Chair  
Maine Charter School Commission

cc: Kelli Pryor, Governing Board Chair, [Kellipryor@gmail.com](mailto:Kellipryor@gmail.com)  
Michele LaForge, Head of School, [Michele.laforge@baxter-academy.org](mailto:Michele.laforge@baxter-academy.org)

8/5/15  
Carl Haseo  
Baxter

Dear Shelley,

I am writing in response to your email requesting contingency plans should Baxter not be able to access our satellite space at 561 Congress St. by the start of school. I attended a meeting today at Portland City Hall with our architect, Nancy Barba and members of the permitting and fire department staff. I am reasonably optimistic about our working with them to achieve the necessary occupancy permit but if not, the following will serve as our plan:

Health  
Safety  
Firecode

Plan B

1. The first week of September we have planned a variety of team building experience for students, which will not require us to use the 561 Congress St site.
2. If the facility is not available to us on Tuesday 9/8, we will conduct classes for all our students at 54 York St.
3. Before we made the decision to lease the Salt space, we considered using only 54 York St. With the advice of our architect, we decided that while this alternative was achievable, it was not desirable for the longer term.
4. Our plan would be to divide the Great Room into 3 or 4 classroom spaces, to utilize the large classroom upstairs as 2 classrooms (now currently one) and to carefully examine our schedule to use each of our classrooms in a manner so that they would all become general classrooms and those that are currently empty for a single block would be filled. While approaching 95-100 % utilization poses some problems we believe we can make it work.
5. As we now will become a 4 year high school we will have perhaps as many as 40 students taking 1 or more classes at the USM campus in Portland. This will allow us to more effectively use 54 York St. to maximum capacity.

In response to your letter of July 28, 2015, I would offer the following documents and comments on the elements of your request:

1. The facility that we are proposing for our satellite space are located at 561 Congress Street, currently used as the location of the Salt Center for Documentary Studies. They contain approximately 8000 square feet of space and are essentially divided into offices, large and small group instructional spaces and a gallery space.
2. At the start of the school year we will bus all of our students to 54 York St and after a home room period, the freshman (approximately 80 students) will walk up to Congress St where they will take their core classes. A team of 4 -5 teachers, an instructional strategist and educational technician will accompany them. After lunch the students will return to 54 York Street for their afternoon classes.
3. After lunch upper class students will walk up to Congress St for some of their classes (still to be determined)
4. Currently we do not provide food service and all students will be responsible to purchase their food from various local vendors.

Sufficient  
Size

Transportation

Food

Lease 8/10/15

Occupancy  
in Progress

Insurance

Budget ✓

8/5/15  
Carl Stasio  
Baxter

5. At the current time we do not have a signed lease but expect to have one by early next week (8-10). The lease will be for a period of 3 years and will start at 45K for year one.
6. We are in the process of securing an occupancy permit and met with members of the permitting department at Portland City Hall today. Our architect will oversee this process.
7. The Congress St site provides 8000 square feet of very nice educational space.
8. When the occupancy permit is issued, we will send it you immediately, along with our insurance policy and layout for the instructional use for each site.
9. A complete FY 16 budget is attached which will support all of the 9-12 programs at Baxter.
10. Minor renovations are being considered as the occupancy permit move forward.

The search for new space has been at the forefront of our work for more than 14 months. The challenge to secure appropriate affordable space in downtown Portland is very difficult. We have and are still considering other plans for Baxter's future space and will be pleased to discuss those with you soon. Our current lease terminates in June of 2018.

We look forward to the exciting process of providing educational services to each of our 320 students.

Sincerely,

Carl

Baxter Academy for Technology and Science

DRAFT - July 2015

	Budget for 2015-16							
Income								
Contributions	50,000							
Grants, Foundation	40,000							
Grants, Other	40,000							
Per-Pupil Allocation	3,072,000							
Summer Program Profit	3,850							
After School Program (ASP) Profit	14,800							
Tech Fee	28,000							
Total Income	\$ 3,248,650.00							
<b>Administration and Support</b>								
Administrators' Salaries and Benefits	2,268							
Dental Insurance	13,617							
MSRS Contributions	8,243							
Payroll Taxes	153,000							
Salaries and Wages	\$ 177,127.66							
Total Administrators' Salaries and Benefits	10,000							
Audit	500							
Bank Fees	250							
Board Expense	10,000							
CF/HR Outsource	1,500							
Computers/Software	500							
Directors' and Officers' Insurance	1,000							
Fundraising expense								
Scrip Purchases								
Total Fundraising expense	\$ 1,000.00							
Grant Writing/Research	2,000							
Information Systems	7,000							
Insurance - Workers Compensation	11,250							
Interest Expense	3,000							
IT Outsource	7,000							
Legal Services	10,000							
Liability and Property Insurance	10,000							
Marketing	4,000							
Office Equipment	1,500							
Payroll Services	3,500							
Photocopy Expense	15,600							

ASK ADMIN STAFF? Microsoft? Web filtering?

adds additional \$ 267,857.11 per person

\$1K per most 3rd copier @ \$400/mos (less summer bulk mos)

1 of 4  
Baxter 8/5/15

Postage and Shipping	2,000						
Staff Development	2,000						
Staff Salaries and Benefits							
Dental Insurance	1,224	5% increase					
Health Insurance	23,340	5% increase					
MSRS Contributions	12,714						
Payroll Taxes	2,285						
Salaries and Wages	142,850						
Total Staff Salaries and Benefits	\$ 182,413.25						
Supplies	3,500						
Travel	500						
Unemployment - Maine	21,714	\$517 avg per employee					
Total Administration and Support	\$ 487,854.90						
Contract Services							
Outside Contract Services	9,859	reading specialist (out in sped)?					
Total Contract Services	\$ 9,859.46						
Dues and Memberships	1,000						
Facilities							
Custodial and Other Supplies	22,133	-9% increase @ Baxter + 1/3 Baxter's cost @ new space					
Custodial Services	60,000	Added \$ for add'l space					
Maintenance and Repair Expense	3,000						
Maintenance Supplies	1,000						
Parking	30,240	28 spots total?					
Rent/Lease/Mortgage	242,000	Rents only, less \$10K prop tax exemption					
Telephone and Internet	17,000	Includes \$6K for new space					
Utilities	36,000	Includes \$500/mos for new space					
Total Facilities	\$ 411,373.33						
Instructional Services							
Academic Computers/Software	10,000	TINSpire software + \$6K extra?					
Classroom Supplies	25,850	class supplies + \$5K robotics					
Staff Development	2,500						
Substitute Salaries and Benefits							
Payroll Taxes	163						
Salaries and Wages	1,000						
Total Substitute Salaries and Benefits	\$ 1,162.75						
Teacher Salaries and Benefits							
Dental Insurance	13,968	5% increase					
Health Insurance	143,100	5% increase					
MSRS Contributions	101,473						
Payroll Taxes	23,007						
Salaries and Wages	1,140,150						
Total Teacher Salaries and Benefits	\$ 1,421,698.70						
Testing of Students	5,000						

8 of 4  
Barlow 8/5/15



Salaries and Wages	95,000								
Total Guidance Counselor Salary and Benefits	\$ 117,012.50								
Health Supplies and Equipment	1,150								
McKinney Vento Supplies	1,000								
Nurse Salary and Benefits	5,000								
Student Experience Supplies	5,300								
Total Student Support Program and Services	\$ 129,462.50								
Supplemental Programs and Services									
Art and Enrichment Programs	13,500								
Books/Software	1,000								
English Language Learner Programs	500								
Supplies (Flex Friday)	2,000								
Total Supplemental Programs and Services	\$ 17,000.00								
Transportation and Food Service									
Food Service	21,622								
Student Transportation	219,500								
Total Transportation and Food Service	\$ 241,121.62								
Travel and Meetings									
Meals and Entertainment	500								
Total Travel and Meetings	\$ 500.00								
Total Expenses	\$ 3,136,936.84								
ADDITIONAL EXPENSES/VARIABLES									
100 new laptops	20,000								
Buildout Architect	15,000								
Science Dept Expansion (fume hood + equip)	13,000								
Baxter and/or 2nd Location includes:	\$ 51,000								
Baxter - minor renovations	\$								
Additional Rent elsewhere	\$ 45,000								
Secured door @ 2nd location	\$ 6,000								
Furn/Equip for new space	10,700								
Total Revised Expenses	3,246,637								
Enrollment Calculations									
grade 9	90								
grade 10	86								
grade 11	90								
grade 12	54								
	320								
Cash Balance from FY15	0								

1/27/15

Baxter 8/5/15

Baxter K. Pryor  
8/14/15

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 14 day of August, 2015, by and between PACHIOS BROTHERS I, LLC and LACONIA, LLC, d/b/a VENTURE INVESTMENT CO., a Maine general partnership, hereinafter "Landlord", and BAXTER ACADEMIES OF MAINE, a charter school organized under the laws of the State of Maine, hereinafter "Tenant".

### ARTICLE ONE. DEMISED PREMISES.

For and in consideration of the rentals and other sums agreed herein to be paid by the Tenant to the Landlord, and in further consideration of the covenants, agreements, conditions and terms on the part of the Tenant and the Landlord to be performed, kept and fulfilled as herein set forth, the Landlord does hereby lease unto Tenant and the Tenant hereby leases and hires from the Landlord, the demised premises, being a portion of the ground floor space at 561 Congress Street, Portland, Maine, commonly referred to as the Strand Building (the "Building"), consisting of approximately 6,668 rentable square feet, as shown on the attached Exhibit A (the "Demised Premises").

### ARTICLE TWO. TERM.

A. Initial Term. The term of this lease shall be for three (3) years, commencing on August 15, 2015, and terminating on August 14, 2018, unless sooner terminated as hereinafter provided.

B. Intentionally Omitted.

### ARTICLE THREE. RENT.

A. Base Rent. The fixed annual minimum rent during the term of this lease shall be payable by Tenant in advance, at the office of c/o Waterfront Maine, 14 Maine Street, Box 67,

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Brunswick, ME 04011 or at such other place designated by Landlord, without prior demand therefore, and without any deduction or set-off whatsoever. The rent shall be as follows:

During the first year of the lease term said fixed minimum annual rent shall be Forty Five Thousand and 00/100 Dollars (\$45,000.00), payable as follows: on execution of this lease, Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00); on September 1, 2015, One Thousand Eight Hundred Seventy Five Dollars (\$1,875.00); and, commencing October 1, 2015, in equally monthly installments in advance of Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00) per month on the first day of each month and every month during the first year of the Lease term.

During the second year of the lease term said fixed minimum annual rent shall be Forty Six Thousand Eight Hundred and 00/100 Dollars (\$46,800.00), payable in equally monthly installments in advance of Three Thousand Nine Hundred and 00/100 Dollars (\$3,900.00) per month on the first day of each month and every month during the second year of the Lease term.

During the third year of the lease term said fixed minimum annual rent shall be Forty Eight Thousand Six Hundred Seventy-Two and 00/100 Dollars (\$48,672.00), payable in equally monthly installments in advance of Four Thousand Fifty-Six and 00/100 Dollars (\$4,056.00) per month on the first day of each month and every month during the third year of the Lease term, through and including July 1, 2018; and then a final payment in advance on August 1, 2018, in the amount of Two Thousand Twenty Eight Dollars (\$2,028.00).

Rent Commencement. Provided Tenant is not in default, base rent shall commence on August 15, 2015. Tenant shall pay first month's rent upon lease execution.

C. Late Charges. In the event Tenant's rental payment is received postmarked after the tenth (10) day of the month, Tenant shall promptly pay to Landlord a service charge equal to 10% of the amount due of such rent and additional rents in arrears.

D. Additional Rent. Tenant agrees to pay to Landlord, as additional rent beginning as of January 1, 2017, nineteen percent (19%) of the expenses above any amount expended by

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Landlord in the base year, which is 2015, and is estimated in the amount of approximately \$150,000.00 for the following property expenses: insurance, real estate taxes and other municipal assessments, repairs and maintenance, management, water and sewer, and common area utilities and maintenance ("building expenses"). At the end of each calendar year during the term of this lease and any renewal thereof, beginning in January 2017 for the year 2016, Landlord shall calculate the actual building expenses for the prior calendar year and provide Tenant with a statement of building expenses incurred during that calendar year, and Tenant shall pay Additional Rent to Landlord within 30 days of receipt of said statement. Additional Rent as set forth in this Article 3 is subject to the terms of payment specified in Paragraphs A and C above. Landlord may charge Tenant a monthly estimate of such charges, which shall be reconciled based on the actual building expenses at the end of each calendar year and at termination of this lease.

E. Utilities. Tenant is responsible for all electric charges. Tenant shall pay electricity costs direct to Central Maine Power (or its successor or assigns). Tenant shall pay heating (gas) costs directly to Unitil (or its successor or assigns) for heating service to the Demised Premises. Tenant is responsible for its share of utility charges for its HVAC operation. At Landlord's option, Tenant shall pay for the water consumed in accordance with the reading of water meter installed by Landlord to measure such consumption as Additional Rent hereunder as determined by Landlord. Tenant is responsible for its telecommunications charges, direct to service provider. Landlord shall provide water and sewer at no additional charge. Additional Rent as set forth in this Article 3 is subject to the terms of payment specific in Paragraphs A and C above.

#### ARTICLE FOUR. SIGNS.

Tenant will place no signs, awnings, curtains or other fixtures on any part of the exterior of the Building or on any window, nor paint any brick work, cornice work, mill work, woodwork or metal work on the Building without the prior written consent of Landlord which shall not be

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unreasonably withheld or delayed. Tenant may have a sign at the entrance to the Demised Premises, subject to Landlord's prior approval which shall not be unreasonably withheld and Landlord's reasonable specifications so as to ensure consistency with the aesthetic qualities of the Building. Signage is subject to all local City of Portland ordinances, including Historic Preservation Board regulations. Tenant's sign installation and maintenance shall be at Tenant's sole cost. Tenant shall maintain any of its exterior signage and Landlord may do so if Tenant neglects to do so at Tenant's cost, which cost shall be treated as additional rent hereunder.

ARTICLE FIVE. USE OF DEMISED PREMISES.

Tenant covenants and agrees that during the term hereof that the Demised Premises will be used only for the purpose of educational functions, specifically a charter school serving high school age students, and as permitted for the temporary sublease use to Salt as provided for in Paragraph 13(B) below. Tenant shall provide access to students at the entrance at 561 Congress Street. In the event of any security issues as determined by the Landlord, including damage or disruption to the operation of the Building and Landlord's adjacent parking lot and to any Building tenants and parking lot customers, after written notice from Landlord Tenant shall impose security measures at Tenants expense to ensure the security of the Building, the parking lot, tenants and customers. If Tenant does not impose such security measures to remedy the issues after such notice, Landlord may at Tenants expense impose such security measures as Landlord determines. Tenant represents that at no time more than the permitted number of persons shall occupy the Demised Premises. Tenant covenants and agrees to adhere, at Tenant's expense, to all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authority and Landlord. Tenant shall not obstruct in any manner any portion of the Building and shall comply with all reasonable Building rules and regulations as determined by the Landlord. Tenant covenants and agrees that the Demised Premises will not be used for any purpose other than as stated herein. Failure to comply herewith shall constitute a default under



the terms of this Lease.

ARTICLE SIX. MAINTENANCE, REPAIRS, OBLIGATIONS.

A. Landlord Responsibility. Landlord will keep the building structural, heating, plumbing, sewerage and electrical systems which are outside of the Demised Premise and serve the Demised Premises in proper condition and repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of repair; and provided further that if any repair is required by reason of Tenant's negligence or the negligence of any of Tenant's agents, employees, customers or other persons on the premises with Tenant's consent, express or implied, or if Tenant made prior structural, heating, plumbing, sewerage and electrical systems repairs or alterations, whether approved or not approved by Landlord, Landlord shall make such repair at Tenant's cost and expense, which cost and expense shall be treated as additional rent, immediately due and payable. There shall be no allowance or abatement of any kind, nor any liability on part of Landlord arising out of the reasonable actions of Landlord in making repairs or replacements or maintenance in accordance with this lease. Landlord shall use reasonable efforts not to disturb Tenant operations. Landlord shall provide existing HVAC unit to service the Demised Premises in working condition. Landlord shall provide existing electricity, heating, sewerage and plumbing systems which are outside of the Demised Premises and serve the Demised Premises in working condition.

B. Tenant Responsibility.

1. Maintenance. Tenant shall at its own cost and expense, make all necessary repairs in and to the interior of the Demised Premises in a good and workmanlike manner and in compliance with all applicable requirements of law. Tenant shall be responsible at Tenant's cost the for performance of routine maintenance of HVAC system which services the Demised Premises, by a HVAC maintenance agreement with a licensed and insured HVAC service contractor, and shall provide Landlord with a copy of such agreement. Tenant shall not permit

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the accumulation of garbage, rubbish or other waste in or around the Demised Premises or the Building, and shall provide its own cleaning and janitor service and rubbish removal for the Demised Premises. Landlord may, but need not, perform any covenant to be performed by Tenant if Tenant fails or neglects to do so within a reasonable time after Landlord has given Tenant written notice specifying Tenant's default and stating the Landlord's intention of so doing, and Landlord may charge to Tenant the reasonable cost and expense thereof, which cost and expense shall be treated as additional rent, immediately due and payable. Tenant shall be responsible at Tenant's cost for the electric and plumbing systems in the Demised Premises.

2. Condition of Interior. Tenant will keep the interior of Demised Premises in a clean, neat, orderly, and attractive condition at all times. Tenant will not cut or drill into or secure any fixture, apparatus or equipment of any kind to any part of the demised premises, without first obtaining Landlord's written consent which shall not be unreasonably withheld. Tenant will not overload floors. Tenant shall not damage the floor with its use of water and shall be responsible for the cost of any water damage. In the event of any water damage, Tenant shall remediate such immediately and return the Demised Premises to their original condition within five (5) business days or, if such remediation cannot be reasonably completed within that time, commences remediation immediately after such damage occurs and promptly completes remediation. Failure to remediate such water damage as described herein shall be a default under the Lease. Tenant is responsible for purchasing, installing and disposing of light bulbs in the Demised Premises. Tenant shall not exceed current electrical capacity in the Demised Premises. If the Demised Premises are infested and the infestation is not abated after two (2) days' notice to Tenant, Tenant shall cause at its expense the Demised Premises to be exterminated on a regular basis as reasonably determined by Landlord. Landlord shall charge Tenant for the cost of extermination if the Demised Premises or any other part of the Building is infested as a result of Tenant's operation.

3. Ventilation of Odors. Tenant shall ensure that any odors are effectively

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ventilated, and ventilated in a manner which ensures that no other area of Landlord's building is impacted by such odors. If necessary, Tenant will provide Landlord with a ventilation plan, which Landlord shall reasonably determine if it is acceptable or not acceptable.

4. Glass Replacement. Tenant shall, at its own cost and expense, maintain and replace, as required, all interior glass, doors and windows and all portions thereof, in the Demised Premises if said maintenance and replacement is necessitated by the acts of Tenant, its agents, employees, contractors, customers or licensees. The exterior plate glass windows shall be maintained and repaired promptly by Tenant during the term of the lease.

5. Noise. Tenant shall not produce noise or vibrations which disturb other tenants. If Tenant produces noise or vibrations and does not appropriately abate or mitigate the issue after written notice, Tenant shall soundproof Demised Premises, if necessary, as determined by Landlord.

6. Alterations by Tenant. Prior to any work or installations by Tenant in the Demised Premises, Tenant shall submit to Landlord plans and specifications covering all work which Tenant proposes to perform in the Demised Premises, including without limitation, the interior layout, fixtures and decor. Such plans and specifications shall be prepared in such detail as Landlord may or reasonably require and Tenant agrees not to commence work upon any of the aforesaid Tenant's work until Landlord has approved such plans and specifications, which approval shall not be unreasonably withheld. Landlord agrees to act with reasonable promptness with respect to approval of such plans and specifications. Upon approval of said plans and specifications by Landlord, Tenant shall make, at its own cost and expense, the approved nonstructural alterations or changes to the Demised Premises in a good and workmanlike manner in compliance with all applicable requirements of law. The Tenant will cause any contractor or subcontractor working in the space to provide proper insurance for Landlord, naming Landlord as additional insured. Tenant agrees that it will in no way alter the aesthetic appearance and aesthetic consistency of the Demised Premises and the Building of which the Demised Premises

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are a part. Tenant shall have no right to make any structural change, alteration or addition to the Demised Premises without prior approval by Landlord, which shall not be unreasonably withheld or delayed. Tenant shall make its Tenant Improvements in the Demised Premises, as described in Article 22(B) and as further presented to and approved by Landlord, in compliance with all applicable state and municipal building codes and ordinances.

7. Condition of Premises at Termination. At the expiration or earlier termination of this lease, Tenant will quit and surrender the Demised Premises in as good state and condition as they were when entered into, reasonable use and wear thereof, and alterations, additions or changes permitted under Paragraph 6 above, excepted. All alterations, additions, erections, or improvements on or in the Demised Premises at the expiration or termination of this lease, except furniture, shall be and become a part of the Demised Premises and shall remain upon and be surrendered with the Demised Premises, except Landlord upon approving any such alterations, additions, erections or improvements may conditions such approval upon Tenant replacing or restoring such alteration at the time of surrendering possession of the Demised Premises. Should Tenant fail to remove any alteration, additions, erections or improvements or furniture, then they shall be considered abandoned and become the property of the Landlord, or Landlord may have them removed and disposed of at Tenant's sole cost and expense.

#### ARTICLE SEVEN. INDEMNITY AND INSURANCE.

A. Tenant's Indemnity. Tenant agrees to indemnify and save Landlord harmless from and against all claims of whatever nature arising from any omission or negligent act of Tenant, or Tenant's contractors, licensees, agents, invitees, customers, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person, occurring on the Demised Premises which is not proximately caused by the negligence of Landlord.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought

thereon, and the defense thereof with counsel acceptable to Landlord; provided that attorneys fees incurred by Landlord must be reasonable.

B. Insurance. At all times during the term hereof, Tenant shall keep in force at its own expense in companies acceptable to Landlord and naming as insured both Landlord, (and Landlord's related parties) and Tenant:

1. Public Liability Insurance. Public liability and property damage insurance under which insurer agrees to insure as additional insureds Landlord, its members, managers, officers, employees, and lessees against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned hereinabove in the broadest form of such coverage from time to time available in Maine and which is acceptable to Landlord. The minimum amounts of liability of such insurance shall be Two Million Dollars (\$2,000,000.00) for bodily injury (or death) to any one person, Four Million Dollars (\$4,000,000.00) for bodily injury (or death) to more than one person (per occurrence), and Five Hundred Thousand Dollars (\$500,000.00) with respect to damage to property.

2. Intentionally Omitted.

3. Evidence of Coverage. Tenant will furnish to Landlord, within thirty (30) days after the commencement of the term of this Lease Agreement, copies of policies or certificates of insurance evidencing coverages required by this Lease Agreement. All policies shall name Landlord and its agents as additional insured. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving thirty (30) days prior written notice thereof to Landlord.

#### ARTICLE EIGHT. DAMAGE TO PERSONAL PROPERTY.

All personal property, fixtures, goods, wares and business equipment in the demised premises shall be and remain at Tenant's sole risk and Landlord shall not be liable for any

damage to, or loss of such personal property, fixtures, goods, wares or business equipment arising from any acts of negligence of any other persons, nor from the bursting, overflowing or leaking of the roof, or of water, sewer or steam pipes, or from heating or plumbing fixtures, or from any other cause whatsoever unless such cause is attributable in whole or in part to Landlord's negligence or failure to perform its responsibilities hereunder, except to the extent that the liability of the Landlord is insured by virtue of a general comprehensive Landlord public liability insurance policy, which the Landlord agrees to maintain on the building, nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in or about said premises, the Tenant expressly agreeing to save the Landlord harmless in all such cases in accordance with the terms herein, and, in addition, for any damage to any property of Landlord or others caused by the negligence of the Tenant, Tenant's agents, contractors, or employees; provided, however, that the Landlord shall be liable for its negligence and the negligence of its employees, agents or subcontractors which gives rise to such an injury. Further, to the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage to personal property, except to the extent described in this Article 8.

ARTICLE NINE. DAMAGE TO PREMISES.

Landlord will maintain fire and extended coverage insurance on the Building. If the Demised Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its own expense, cause structural damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenable only in part, Landlord shall promptly at its own expense undertake the foregoing damage repair obligation as to the portion of the Demised Premises rendered untenable and rent shall be abated proportionally as to the Demised

Premises rendered untenable. If the Demised Premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall promptly at its own expense undertake the foregoing damage repair obligation and the minimum rent meanwhile shall be abated in whole; provided, however, that there shall be no extension of the term of this Lease Agreement by reason of such abatement; and provided further, however, that if the Demised Premises shall be destroyed or damaged to the extent of fifty percent (50%) or more of their replacement value above foundation walls or rendered wholly untenable after the beginning of the last two (2) years of the term of this Lease Agreement, Landlord or Tenant may terminate this Lease Agreement by notice to the other party, said notice to be given within thirty (30) days of the event rendered the Demised Premises wholly untenable, provided that such termination shall not affect any rights theretofore accrued to Landlord hereunder because of prior defaults of Tenant and further provided that in all events the full amount of the percentage rental is computed in accordance with the provisions of Article 3 shall be payable. Provided further, that the time required by Landlord to repair said damage shall be extended by such time as is reasonably required by Landlord to settle any insurance claim arising out of the damage to Demised Premises. Landlord agrees to the Landlord's best efforts to obtain an endorsement to any insurance policy or policies carried to this Article 10, whereby the insurer waives any right of subrogation against Tenant on any claim that Landlord or any other party having an interest in such insurance policy or the proceeds therefrom, may have against Tenant. Notwithstanding any of the foregoing, Tenant shall be responsible for repairing fire damage to any alterations or installations made by Tenant, including but not limited to, furnishings, partitions, and equipment.

#### ARTICLE TEN. CONDEMNATION.

In the event that any portion of the Demised Premises shall be taken or condemned for public use, the Landlord shall rebuild and restore the remaining portion thereof so as to make an architecturally complete unit, and the minimum guaranteed rental provided for under the

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provisions of Article 3 shall be reduced in the proportion which the actual area of the Demised Premises taken bears to the entire Demised Premises. However, in the event that twenty-five percent (25%) or more of the total floor area of the Demised Premises shall be taken, either Tenant or Landlord may cancel and terminate this Lease by serving upon the other party a written notice of its intention so to do within thirty (30) days after the condemnation judgment shall be entered in which event Landlord shall not be required to restore or rebuild the Demised Premises. It is agreed, however, that if more than twenty-five (25%) is taken and the lease is not cancelled or terminated by either party hereto, then the Demised Premises shall be restored as aforesaid. Tenant shall have no right or claim for any portion of Landlord's condemnation award, and shall have no right or claim based on the condemnation of the Demised Premises or of Tenant's leasehold interest therein.

#### ARTICLE ELEVEN. LANDLORD'S INSPECTION RIGHTS.

Landlord shall have the right at all reasonable times, during the supervised business hours of Tenant, to enter upon the Demised Premises for the purpose of inspecting same, making necessary repairs, or showing same to potential purchasers. Landlord shall have the further right during the normal business hours of Tenant and the last twelve (12) months of the lease term to bring prospective Tenants into the Demised Premises for the purpose of showing same. Landlord shall have the right to alter the exterior facade of the Demised Premises.

#### ARTICLE TWELVE. LANDLORD'S RIGHTS ON TENANT'S DEFAULT

A. In the event that:

1. Tenant shall have failed to pay an installment of rent or any other charge provided herein, or any portion thereof when the same shall be due and payable, and the same shall remain unpaid for a period of ten (10) days thereafter; or
2. Tenant shall be in default under any other provisions of this lease and so

remain for a period of thirty (30) days after Landlord, by written notice, has informed Tenant of such default (in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, Tenant shall have such additional time to cure same as may reasonably be necessary, provided Tenant proceeds promptly and with due diligence to cure default after receipt of said notice); or

3. (a) Tenant or its Guarantor, if any, shall file in any court a petition in bankruptcy or insolvency or for reorganization within the provisions of the Bankruptcy Act (or for reorganization or arrangement under any future Bankruptcy Act for the same or similar relief), or for the appointment of a receiver or trustee of all or a portion of the Tenant's property; or

(b) An involuntary petition of the kind referred to in subparagraph 3(a) of this Paragraph A shall be filed against Tenant or its Guarantor, if any, and such petition shall not be vacated or withdrawn within ninety (90) days after the date of filing thereof;

(c) Tenant or its Guarantor, if any, shall make an assignment for the benefit of creditors; or

(d) Tenant or its Guarantor, if any, shall be adjudicated a bankrupt; or

4. Tenant shall vacate or abandon the Demised Premises and leave same vacated or abandoned for a period of twenty (20) days, then Landlord may elect by written notice to Tenant to terminate Tenant's right to possession only, without terminating the lease, and Landlord may, at Landlord's option, enter into the Demised Premises and take and hold possession thereof, without terminating the lease or releasing Tenant, in whole or in part, from Tenant's obligation to pay rent hereunder for the full stated term. Upon and after entry into possession without termination of the lease, Landlord will utilize all good faith efforts to relet the premises or any part thereof, for the account of Tenant, to any person, firm or corporation, other as the Landlord, in Landlord's sole discretion, shall determine, and Landlord shall not be required to accept any Tenant offered by Tenant, or to observe any instructions given by Tenant about

such reletting. In any such case, Landlord may make repairs, redecorate and remodel the premises to the extent deemed by Landlord necessary. If the consideration collected by Landlord upon such reletting for Tenant's account is not sufficient to pay monthly the full amount of the minimum guaranteed rental reserved in this lease, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand.

B. In addition to the rights hereinbefore given to Landlord to terminate Tenant's right to possession only, Landlord shall also have the right to elect at any time after default, or at any time after Landlord has terminated Tenant's right to possession only, to cancel and terminate this Lease by serving written notice on Tenant of such election, and to pursue any remedy at law, or inequity that may be available to Landlord, including the right of restraint.

C. No waiver by Landlord of a breach of any covenant, agreement, obligation or condition of this lease shall be construed to be a waiver of any future breach of the same or other covenant, agreement, obligation or condition hereof. No receipt of money by Landlord from Tenant after notice of default, or after the termination of this lease, or after the commencement of any suit or after final judgment of possession of the premises, shall reinstate, continue or extend the term of this lease or affect any notice, demand or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waiver the right to the use of another.

#### ARTICLE THIRTEEN. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not have the right to assign or transfer this lease (by operation of law or otherwise) nor sublet the leased premises in whole or in part, in any way or degree, voluntarily or involuntarily, without the prior written approval of the Landlord, first had and obtained, which shall not be unreasonably withheld, except as provided in Section B below. In the event of any assignment or subletting which is approved by Landlord, Tenant and Guarantors, if any, shall nonetheless remain responsible for the payment of all sums and the performance of all



obligations required of the Tenant hereunder. Landlord shall send Tenant any notice of a default by any approved assignee or sublessee of Tenant. If Tenant requests to assign or sublet the Demised Premises, Landlord shall have the right but not the obligation to recapture the Demised Premises. Upon receiving Landlord's consent to proposed assignment or sublet, Tenant shall deliver to Landlord an executed copy of the assignment or sublease. Any sublease shall provide that the sublessee shall comply with applicable terms and conditions of this Lease to be performed by Tenant hereunder. If the base rent payable under the sublease or assignment is higher than the present base rent being paid by Tenant to Landlord, then Tenant will pass through to Landlord the excess amount.

B. Tenant intends to sublet to Salt Institute for Documentary Studies ("Salt") two (2) small offices, two (2) additional small offices to be used as storage, and the storage room previously used by Salt to store its archives, together with a right in common with Baxter to use common areas to access that space, until June 30, 2016, and Landlord shall permit this arrangement. Tenant shall deliver to Landlord written agreement between Salt and Tenant. Tenant may permit Salt use of other portions of the Demised Premises for meetings after regular school hours during until June 30, 2016, and for such other uses that Landlord may approve.

#### ARTICLE FOURTEEN. HOLDING OVER.

In the event that Tenant shall hold over after the expiration of this lease, the tenancy created by such holding over shall be a month to month one, but in all other respects shall be governed by the terms of this lease except that Tenant agrees to pay one hundred fifty percent (150%) its then specified base rent monthly (pro-rated for any partial month) for any such holdover period as additional rent. Provided, however, that in all cases a thirty (30) day notice shall be required to terminate the tenancy created by such hold-over.

#### ARTICLE FIFTEEN. LANDLORD'S TITLE & COVENANT OF QUIET ENJOYMENT.

A. Landlord covenants that it has full right and power to execute and perform this

lease, and that it will put Tenant into complete and exclusive possession of the Demised Premises. Landlord further covenants that Tenant, in paying the rents reserved herein and performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Demised Premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, during the full term of this lease, and any extension or renewals hereof.

B. Anything herein to the contrary notwithstanding, Landlord shall not be liable for any breach of the covenant of quiet enjoyment occurring after Landlord shall have transferred ownership of the Demised Premises. It is expressly understood and agreed that despite such assignment, Landlord shall remain liable for any breach of the covenant of quiet enjoyment occurring before Landlord shall have transferred ownership of the demised premises.

#### ARTICLE SIXTEEN. SUBORDINATION.

This lease shall be subordinate to the lien of any mortgage now or hereinafter placed upon the interest of Landlord (whether fee, leasehold, or other interest) in the Demised Premises. If the interest of Landlord in the Demised Premises shall be transferred to and owned by a mortgagee by reason of foreclosure, Tenant shall be bound to such mortgagee under the terms, covenants and conditions of this lease for the balance of the term then remaining, with the same force and effect as if such mortgagee were the Landlord under the lease, and Tenant does hereby attorn to any such mortgagee as its Landlord, said attornment to be effective and self operative without the execution of any further instruments on the part of the Tenant immediately upon such mortgagee succeeding to the interest of the Landlord in the Demised Premises. Tenant agrees that, if requested by the holder of any such mortgage, it will, without charge therefore, be a party to a subordination and attornment agreement as grantor or in any other requested capacity in order to confirm the provisions of this lease which will remain in full force and effect, including this Article 16, and Tenant further agrees that it will, upon the request of Landlord,

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without charge therefore, execute, acknowledge and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination and attornment. Wherever the terms "mortgage" and "mortgagee" are used in this lease, they shall be deemed to mean and include, respectively, (i) mortgages, deeds of trust, or other similar security instruments and modifications, consolidations, extensions, renewals, or replacements and substitutes thereof and all advances there under, and (ii) the secured party under such mortgage, deed of trust or security instrument and any purchaser at any public or private foreclosure sale, or anyone rightfully claiming by or through such mortgagee or such purchaser.

ARTICLE SEVENTEEN. TRANSFER OF LANDLORD'S INTEREST.

So long as Landlord's interest in the demised premises is a fee interest, the term "Landlord", as used in this lease, is defined as the then current owner or mortgagee in possession of the demised premises. In the event of any transfer of ownership interest, sale or sales by the then current Landlord hereunder of the Demised Premises, or in the event said Demised Premises are leased by the then current Landlord hereunder to any party (subject to this lease), then, from and after the closing of such sale or lease transaction, the Landlord whose interest is thus sold or leased shall be and hereby is completely released and forever discharged from and of all covenants, obligations and liabilities of Landlord hereunder thereafter accruing. The Landlord's successor in interest agrees to be bound by all the provisions of this lease, including but not limited to Tenant's right to quiet enjoyment.

ARTICLE EIGHTEEN. CHANGES REQUIRED BY LENDER.

In the event that any bank, insurance company, university, pension or welfare fund, savings and loan association, real estate trust or other financial institution, trust or fund providing either the interim construction financing for the Building or the permanent financing for the Building requires, as a condition of such financing, that modifications to this lease be obtained,

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and provided that such modifications: (i) are reasonable, (ii) do not adversely affect Tenant's use of the Demised Premises as herein permitted, (iii) do not materially alter the mutually approved working plans and specifications, if any there be, and (iv) do not increase the rentals and other sums required to be paid by Tenant hereunder; then and in such event, Landlord may submit to Tenant a written amendment to this lease incorporating such required changes, and Tenant hereby covenants and agrees to execute, acknowledge (if necessary), and return such amendment to Landlord within ten (10) days of Tenant's receipt thereof from Landlord. If Tenant fails to so execute, acknowledge (if necessary), and return such amendment to Landlord within such ten (10) day period, then Landlord, without waiving any rights it may have at law or in equity by reason of Tenant's failure to so execute and return such amendment, shall have the right, at its sole option, either: (i) to execute, acknowledge (if necessary), and deliver such amendment in the name and on behalf of Tenant, and, for the purpose thereof, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver such amendment in the name of and on behalf of Tenant, said power of attorney being coupled with an interest and being irrevocable; or (ii) to terminate and cancel this lease by giving ninety (90) days prior written notice of such termination and cancellation to Tenant, immediately whereupon this lease and all rights of Tenant hereunder shall be cancelled and terminated, any money or other security theretofore deposited by Tenant with Landlord shall be forfeited by Tenant (as Landlord and Tenant shall thereupon be relieved from all liability or obligation hereunder thereafter accruing (but neither party shall be relieved of any liability or obligation accrued to such date of termination including without limitation any liability of Tenant to Landlord for Tenant's failure to execute and return the lease amendment referred to in this Section.).

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the written request of one to the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this lease.

Without limiting the generality of the foregoing, the Tenant specifically agrees, promptly upon the commencement of the term hereof, to notify the Landlord in writing of the date of the commencement of the term and to acknowledge satisfaction on of the requirements with respect to construction and other matters by the Landlord, save and except for such matters as the Tenant may wish to set forth specifically in said statement. At any time within ten (10) days after such request is made, the Tenant shall execute, acknowledge and deliver to Landlord a certificate evidencing whether or not:

1. This lease is in full force and effect;
2. This lease has been amended in any way;
3. There are any existing defaults hereunder to the knowledge of such defaults, if any; and
4. The date to which rent, including percentage rent, if any has been paid.

Landlord and Tenant agree that this lease shall not be recorded but that, upon request by the Landlord, a short form lease of even date herewith, shall be executed and recorded in accordance with the laws governing and regulating recording of such documents in the state in which the demised premises are located.

#### ARTICLE NINETEEN. TENANT'S RIGHT TO CURE LANDLORD'S DEFAULT.

Tenant agrees that in the event the Landlord is in default under this lease, any mortgagee of Landlord's interest in the Demised Premises, and the lessor under any ground lease which includes the demised premises, shall be permitted to enter the Demised Premises during normal business hours for the purpose of correcting or remedying such default, and Tenant agrees to accept performance by such mortgagee or ground lessor in lieu of performance by the Landlord.

#### ARTICLE TWENTY. NOTICE.

All notices sent or required to be sent hereunder must be sent by registered or certified

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mail, postage prepaid, to the respective addresses hereinafter set forth.

TO LANDLORD AT:

Venture Investment Co.  
c/o Waterfront Maine  
14 Maine Street, Box 67  
Brunswick, Maine 04011

TO TENANT AT:

Baxter Academies of Maine  
54 York Street  
Portland, ME 04101

Such addresses may be changed from time to time by serving notice as above provided.

ARTICLE TWENTY-ONE. SECURITY DEPOSIT.

Tenant has deposited with Landlord the sum of \$3,750.00 as a security deposit for the faithful performance and observance by Tenant of the terms of this Lease. It is agreed that in the event of Tenant default or late payment of rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required by Landlord, and Tenant shall replenish such security deposit on demand by Landlord.

ARTICLE TWENTY-TWO. LANDLORD AND TENANT WORK.

A. Landlord shall at Landlord's cost perform the following improvements, and only those improvements set forth below, to the Demised Premises:

1. None.

B. Tenant shall, at its sole cost and expense, perform and complete the following improvements, refurbishing, repairs and replacement work to the demised premises:

1. None.

All work specified above to be done by licensed and insured contractors and shall be

completed in compliance with all applicable state and municipal building codes and ordinances. All work is subject to review and approval by Landlord, not to be unreasonably withheld.

ARTICLE TWENTY-THREE. INTENTIONALLY OMITTED.

ARTICLE TWENTY-FOUR. MISCELLANEOUS.

A. Tenant shall at all times adhere to all building rules and regulations, as determined by Landlord. Landlord shall have the right to amend the building rules and regulations at any time during the term of this Lease or any renewal thereof.

B. Tenant covenants represents and warrants to the Landlord that it has not dealt with any real estate agent or broker in connection with this lease and/or premises and/or building other than CBRE/The Boulos Company, who shall be compensated by Landlord according to Landlord's standard brokerage agreement. Tenant shall defend and indemnify Landlord against any claims for real estate brokerage commissions predicated upon dealings with Tenant.

C. Tenant shall provide Landlord with most recent financial statements upon Landlord request.

ARTICLE TWENTY-FIVE. Intentionally Omitted.

ARTICLE TWENTY-SIX. TERMINATION.

A. Landlord has the right to terminate this Lease by giving written notice to Tenant in each of the first and second years of the term by giving Tenant no less than six (6) months prior notice. The effective date of such termination shall not occur during Tenant's academic calendar year while students are in regular session, or ten (10) days thereafter. By way of example Landlord may provide notice to Tenant on



November 1, 2015 of such termination, but the effective date of such termination may not occur until ten (10) days after Tenant's academic school year ends in June.

- B. Tenant is currently negotiating a lease for space at 510 Congress Street/77 Free Street ("Free St.") with Landlord's affiliate, Center City Plaza Associates ("CCP"), and provided that Tenant and CCP execute a lease at Free St., this lease agreement between Tenant and Landlord shall terminate without penalty on the dates agreed to by both Tenant and Landlord.
- C. Tenant shall have the right to terminate this lease if it has not received a certificate of occupancy to use the Demised Premises as a school by September 15, 2015. Such termination shall not affect Tenant's obligation to pay rent and otherwise comply with this lease prior to such termination.

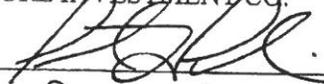
#### ARTICLE TWENTY-SEVEN. ENTIRE AGREEMENT

IT IS UNDERSTOOD AND AGREED, that this Lease Agreement and the exhibits, addendums and riders, attached hereto, contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. The conditions and agreements contained herein are binding on, and may be legally enforced by the parties hereto, their heirs, executors, administrators, successors and assigns, respectively, and no waiver or any breach of any condition or agreement contained herein shall be construed to be a continuing waiver of that condition or agreement or of any subsequent breach thereof, of this agreement. Feminine, neuter and masculine pronouns, the plural and the singular words "lease" and "agreement" shall be construed to be and shall be interchangeable in any place or places herein in which the context may require such interchange.

IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be signed and sealed, the day and date set forth above.

DATE: 8/14/15

VENTURE INVESTMENT CO.

By: 

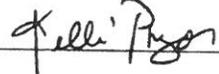
Name: Peter C Pachios

Title: Managing Member

TENANT:

BAXTER ACADEMIES OF MAINE

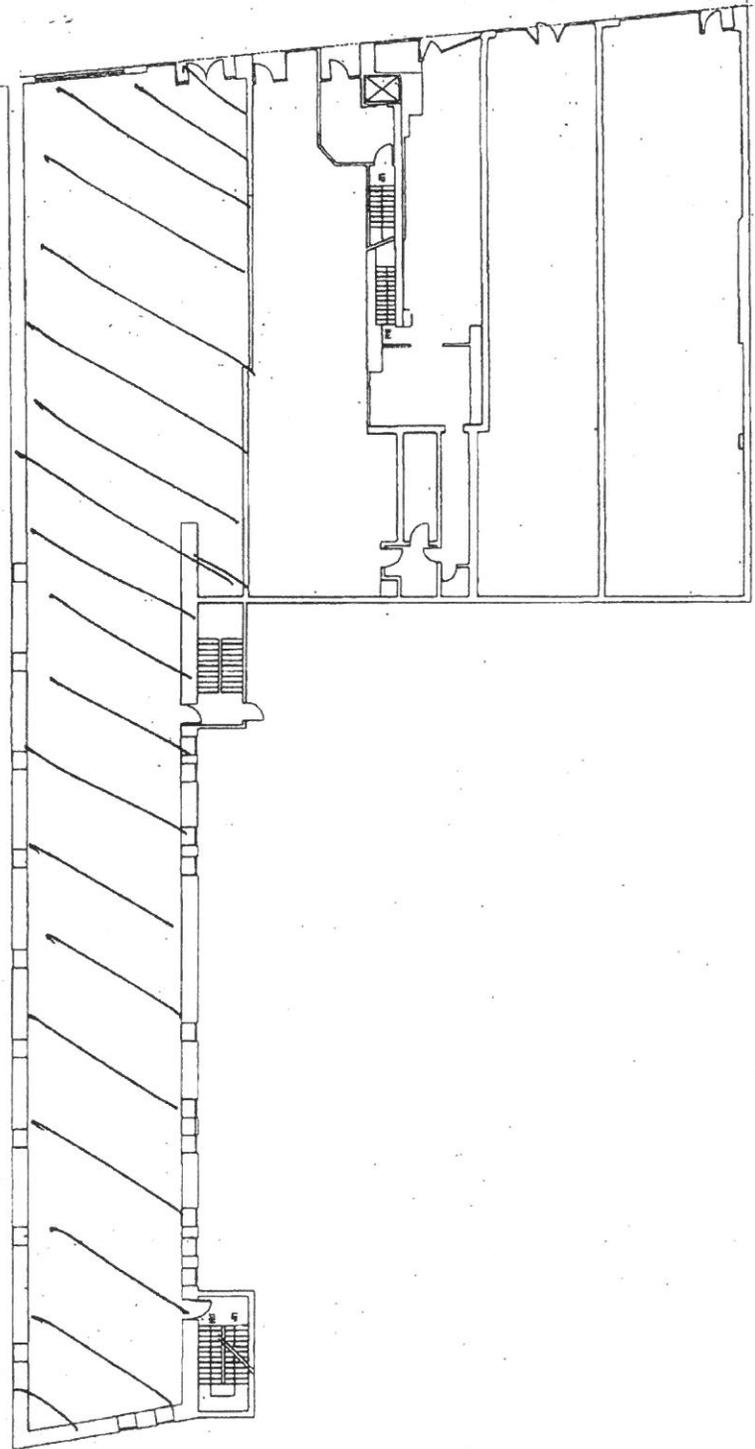
DATE: August 14, 2015

By: 

Name: Kelli Pryor

Title: President & Board Chair

EXHIBIT A



GROUND FLOOR PLAN

Demised Premises

THE STRAND BUILDING - 666 CONGRESS STREET - PORTLAND, MAINE

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**Lavallee, Deanne**

*Baxter  
Needs for Occupancy Permit  
561 Congress St*

**From:** Kautz, Bob  
**Sent:** Sunday, August 23, 2015 12:10 AM  
**To:** 'shelleys.reed@gmail.com'; 'jana.f.lapoint@gmail.com'; Post, Gina; Lavallee, Deanne  
**Subject:** Fw: Baxter Academy , 561 Congress Street

**Categories:** IMPORTANT - DO NOT DELETE

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**From:** Carl Stasio [<mailto:carl.stasio@baxter-academy.org>]  
**Sent:** Saturday, August 22, 2015 09:22 PM  
**To:** Kautz, Bob  
**Subject:** Baxter Academy , 561 Congress Street

Hi Bob,

Please consider this email an update on our moving forward to obtain an occupancy permit for our satellite space at 561 Congress St, formerly SALT Institute for documentary studies. We are working with our architect Nancy Barba , Barba and Wheelock and our contractor , Beth Sturdevant, CCB, Inc. We have been in contact with the State Fire Marshall's office and have advised them that our stay at this site is a transitional move and that while we have entered into a 3 year lease, we are already looking at plans for another nearby facility of 30,000 square feet which could accommodate our entire student body( 325-350) With our relatively short term plans, the state fire marshall has raised the following issues regarding our request for a temporary occupancy permit:

1. Widening the corridor at the far end of the building so that students can exit directly to a nearby fire exit. We have estimates on this project and our moving forward.
2. Examining the fire alarm panels and bringing into code any items that don't currently meet code. We expect estimates early this week and will move forward .
3. The Portland Code enforcement staff is examining whether we currently meet code on the number of bathroom fixtures at the sight. We expect to get further clarity when staff returns from vacation early this week.

While our timeline is tight , I believe that it is reasonable to think that the requisite work will be completed to allow our students access to the facility on or about September 1.

We are very excited about this space and believe it nicely meets our needs while being a short walk from 54 York St. Combined , we will be utilizing approximately 28,000 square feet.

If you have any questions about this, please do not hesitate to contact me.

Thanks for your attention to this matter. We look forward to hosting a visit from the Charter Commission at our new site.