

27TH BOARD OF
REPRESENTATIVES
CITY OF STAMFORD

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DAVID R. MARTIN
Clerk of the Board
ANNIE M. SUMMERVILLE

Majority Leader
JOHN J. BOCCUZZI
Minority Leader
ROBERT "GABE" DELUCA

RESOLUTION NO. 3137
APPROVING A SUBLEASE AGREEMENT BETWEEN CTE
AND THE CITY OF STAMFORD FOR PREMISES LOCATED
AT 34 WOODLAND AVENUE, STAMFORD, CONNECTICUT

NOW THEREFORE BE IT RESOLVED BY THE 27TH BOARD OF
REPRESENTATIVES THAT:

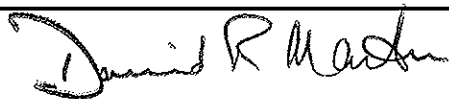
Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the sublease agreement ("Sublease") between CTE ("Lessor") and the City of Stamford ("Lessee") for a portion of the premises located at 34 Woodland Avenue in Stamford, CT, for use as an alternative high school in accordance with the terms and conditions set forth in the Sublease, which is incorporated herein by reference, for the period commencing on April 8, 2007 and terminating on June 30, 2007, is hereby approved; and

The Mayor is hereby authorized to execute such Sublease and to execute any instrument he deems necessary or desirable in connection with the execution of such Sublease.


This Resolution shall be effective as of the date of approval.

Adopted by the 27th Board of Representatives of the City of Stamford on the 4th day of April, 2007.

This resolution was approved by unanimous voice vote at the Regular Meeting of the 27th Board of Representatives held on Wednesday, April 4, 2007.



David R. Martin, President



Annie M. Summerville, Clerk

cc: Mayor Dannel P. Malloy
Ben Barnes, Director of Operations
William Callion, Director of Public Safety, Health & Welfare
Thomas Cassone, Esq., Director of Legal Affairs

SUBLEASE AGREEMENT BY AND BETWEEN
CTE, INC. AND THE CITY OF STAMFORD

THIS SUBLEASE, made this _____ day of _____ 2007,
by and between CTE, having an office at 34 Woodland Avenue,
Stamford, Connecticut 06902 (hereinafter referred to as
"CTE"), as Landlord, and THE CITY OF STAMFORD, a municipal
corporation in the State of Connecticut, having an office at
the Stamford Government Center, 888 Washington Boulevard,
Stamford, Connecticut 06901 (hereinafter referred to as
"City"), as Tenant.

WHEREAS, CTE is leasing the property located at 34
Woodland Avenue, Stamford, Connecticut that is commonly
known as the "Lathon Wider Community Center" (hereinafter
referred to as the "Premises") from the City; and

WHEREAS, the City desires to sublease a portion of the
Premises, which portion consists of 3 classrooms, 1 office
and 1 community room and the gym (hereinafter referred to as
the "Leased Premises") in connection with the Stamford Board
of Education's operation of an alternative high school; and

WHEREAS, CTE is willing to sublet such portion of the
Leased Premises to the City for the aforesaid purpose.

W I T N E S S E T H:

1. Subject to the terms, covenants and conditions of
this Sublease and to the provisions of law, CTE hereby
subleases the Leased Premises to City and City hereby hires
and takes the Leased Premises from CTE for a term commencing

on April 8, 2007 and terminating on June 30, 2007 for the Stamford Board of Education's operation of an alternative high school.

2. The fixed rent to be paid by City shall be paid in three equal installments of Six Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (U.S. \$6,666.67) to CTE without any setoff, counterclaim or deduction whatsoever, in advance, on the eighth day of April 2007 for the first month's rent and on the first day of each month thereafter at the aforesaid office of CTE or such other place as CTE may designate in writing.

3. The Leased Premises shall be used for the Stamford Board of Education's operation of an alternative high school and for no other purpose whatsoever. CTE shall provide the City with 3 classrooms, 1 office, 1 community room and the use of the gym for a minimum of 1 hour and a maximum of 2 hours each day during the academic day as such day is described in Section 4 below for the aforementioned purpose in accordance with the terms and conditions of this Sublease. The hours of operation of the school shall commence no earlier than 7:30 a.m. and shall end no later than 2:30 p.m., Monday through Friday, and the school's student body population shall be limited to a maximum of 38 students during the term of this Sublease. Except as may be otherwise provided herein, CTE shall be responsible for all

utilities, costs for, the maintenance of, and major and minor repair and capital improvement(s) to the Leased Premises.

4. As long as City pays the fixed rent and additional charges as specified by this Sublease and otherwise performs and observes all the provisions hereof, City may quietly enjoy the Leased Premises during the term of the Sublease without hindrance or molestation by anyone claiming under CTE.

5. Upon the expiration or earlier termination of this Sublease, City shall quit, surrender and vacate the entire Leases Premises, broom-clean, in same order and condition as existed on April 8, 2007, and the City shall remove all of its property therefrom and otherwise leave the Leased Premises in the condition referred to excepting normal wear and tear. City's obligation to observe and perform this covenant shall survive the expiration or earlier termination of this Sublease.

6. Commencing with the date hereof and throughout the term of this Sublease, City shall maintain a general liability insurance policy covering CTE as an additional insured and containing a contractual liability insurance endorsement. Such policy shall provide for at least \$1,000,000 for bodily injury coverage and \$100,000 property damage liability. CTE is not liable for damage to City's

property that is located in or about the Leased Premises. City agrees to indemnify and hold harmless CTE from any claim arising out of the City's use and occupancy of the Leased Premises that results in bodily injury or property damage occurring on or about the Leased Premises. Copies of certificates of the foregoing insurance are attached hereto and such coverage shall be not be cancelled or permitted to lapse. Such certificate(s) shall describe the Leased Premises by street address. At least thirty (30) days prior to the expiration of such insurance, City agrees to supply CTE with proof of the extension of such coverage.

7. Any notice or demand, under the terms of this Sublease or under any statute, must or may be given or made by the parties hereto, shall be in writing, and shall be given or made by personal delivery or by mailing the same via certified mail, return receipt requested, addressed to CTE at the address hereinabove set forth and addressed to City at Stamford Government Center, 888 Washington Boulevard, Stamford, Connecticut 06901 with a copy to both the City's Director of Legal Affairs and Director of Operations at the same address set forth above. Either party may designate in writing such new or other address to which such notice or demand made thereafter shall be so given or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in a United States

general or branch post office in the continental United States, enclosed in a certified prepaid envelope, addressed as provided above.

8. The City, its successors, assigns and legal representatives, will not, by operation of law or otherwise, assign, mortgage or encumber this Sublease and/or any of its rights in or to the Leased Premises, nor sublet or permit the Leased Premises or any part thereof to be used or occupied by others without CTE's prior written consent obtained in each instance.

9. The City represents that it has thoroughly inspected the Leases Premises and is not relying on any representation or promise by CTE or its agents. All prior conversations and/or writings with respect to this Sublease are merged herein.

10. CTE represents and warrants to the City that no real estate broker, real estate salesperson, or person or party acting as such brought about or otherwise was the procuring cause in City's subleasing of the Leased Premises. City agrees to defend, save and hold harmless from any loss, liability or expense whatsoever incurred by CTE, including, without limitation, all of CTE's legal fees, costs and expenses by reason of any facts contrary to the foregoing representation and warranty. CTE represents to City that no

one has any exclusive leasing listing for the Leased Premises.

11. This Sublease shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. This Sublease shall in all respects be governed by the laws of the State of Connecticut.

12. In the event that City shall default in the fulfillment of any of the covenants of this Sublease, CTE shall have the right of immediate possession of the Leased Premises and monetary damages, including, without limitation, all of CTE's legal fees, costs and expenses in connection with any aspect of such default.

13. Any obligation of the City to make payments or expenditures of any kind under this Sublease shall be contingent upon the City securing the requisite approvals and appropriations being duly passed pursuant to the laws of the City of Stamford.

14. This Sublease contains the entire agreement between the parties and all representations relating to this tenancy or to the Leased Premises are included herein.

15. This Sublease is subject to the approval of the City's Planning Board, Board of Finance, Board of Representatives and the Mayor.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Sublease as of the day and year first above written.

Witnesses

THE CITY OF STAMFORD

By _____
Dannel P. Malloy
Mayor
Duly-authorized

CTE, INC.

By _____
E. Phillip McKain
Its duly-authorized
President and CEO

Approved as to form:

Approved as to insurance:

Sybil V. Richards
Deputy Corporation Counsel

Ann Marie Mones
Risk Manager

STATE OF CONNECTICUT)
) ss.:
COUNTY OF FAIRFIELD)

On this _____ of _____, 2007, before me, the undersigned officer, personally appeared E. Phillip McKain, who acknowledged himself to be the President and CEO of CTE, Inc. and that he, as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of CTE by himself as President and CEO thereof.

IN WITNESS WHEREOF, I have hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss.:
COUNTY OF FAIRFIELD)

On this _____ day of _____, 2007, before me, the undersigned officer, personally appeared DANIEL P. MALLOY, who acknowledged being the Mayor of the City of Stamford, that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said City of Stamford.

IN WITNESS WHEREOF, I have hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires: