

27TH BOARD OF
REPRESENTATIVES
CITY OF STAMFORD

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

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

RESOLUTION NO. 3271
APPROVING A LEASE AGREEMENT
BY AND BETWEEN THE CITY OF STAMFORD
AND VINCENT GILLESKIE
DBA CONNECTICUT QUALITY TRANSMISSIONS, INC.
FOR PREMISES LOCATED IMMEDIATELY ADJACENT TO
80 MAGEE AVENUE, STAMFORD, CONNECTICUT

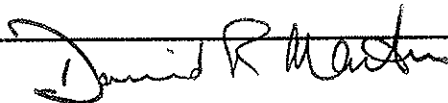
NOW THEREFORE BE IT RESOLVED BY THE 27TH BOARD OF
REPRESENTATIVES THAT:

Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the lease agreement ("Lease") between the City of Stamford ("Lessor") and Vincent Gilleskie dba Connecticut Quality Transmissions ("Lessee") for a parking lot located adjacent to 80 Magee Avenue, Stamford, CT, in accordance with the terms and conditions set forth in the Lease Agreement, which is incorporated herein by reference, for the period commencing the date the lease is executed and terminating five years thereafter, is hereby approved; and


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

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

This resolution was approved on the Consent Agenda at the regular monthly meeting of the 27th Board of Representatives held on Monday, March 2, 2009.



David R. Martin, President



Annie M. Summerville, Clerk

cc: Mayor Dannel P. Malloy
Benjamin Barnes, Director of Operations
Thomas M. Cassone, Director of Legal Affairs
William Callion, Director of Public Safety, Health & Welfare
Sandy Dennies, Director of Administration
Sybil Richards, Esq., Deputy Corporation Counsel

L E A S E

LEASE AGREEMENT made this day of
2008 between the CITY OF STAMFORD ("Lessor"), a municipal
corporation duly organized and existing under the laws of
the State of Connecticut, with its offices at 888 Washington
Boulevard, Stamford, Connecticut 06901, and VINCENT W.
GILLESKI, JR. d/b/a CONNECTICUT QUALITY TRANSMISSION, Inc.
("Lessee") with an office address of 80 Magee Avenue,
Stamford, Connecticut 06905.

W I T N E S S E T H:

WHEREAS, Lessee wishes to lease from the Lessor a
certain lot that is adjacent to 80 Magee Avenue, Stamford,
CT ("Premises"), shown on Schedule A, attached hereto; and

WHEREAS, the Lessor desires to lease said Premises to
the Lessee;

NOW THEREFORE THE PARTIES AGREE AS FOLLOW:

1. **Term.** The Lessor will lease to the Lessee the
Premises adjacent to 80 Magee Avenue, shown on
Schedule A, for a period of five (5) years from the
date of execution of this Lease by both parties.

2. **Rent.** The Lessee shall pay to the Lessor a rental of Seventeen Thousand one Hundred (\$17,100.00) Dollars for said five (5) year period payable at Two Hundred Eighty Five (\$285.00) Dollars per month in advance on the first of each and every month.
3. **Use.** The Lessee covenants and agrees to use the leased Premises for parking of vehicles serviced by Lessee to its customers and for no other purpose.
4. **Indemnification of Lessor.** Lessee covenants and agrees to hold the Lessor and its officers, employees and agents harmless from and on account of any and all loss, damages, claim, liability or expense arising out of, or resulting from Lessee's use of the Premises and/or Lessee's negligence resulting in claims or injury to either persons or property upon or about said Premises, during the term hereof.

If either the Lessor or Lessee receives notice of any claim giving rise to Lessee's obligation to indemnify the Lessor under this Agreement, that party shall immediately notify the other party in writing of such claim. Lessee shall have the right and option in the first instance, through counsel of its own choosing and at its own expense, to deal with, defend, settle or compromise any such claim.

If Lessee fails to appoint counsel to deal with, defend or settle or compromise any such claim within sixty(60) days after receiving notice thereof, the Lessor may deal with, settle or compromise any such claim through counsel of its own choosing at the expense of Lessee. In such event, no settlement or compromise shall be made without prior notice to Lessee. Lessor shall cooperate with Lessee in the defense of any such claim or litigation, at Lessee's expense.

5. **Insurance**. Lessee shall secure, pay for and maintain such insurance as will protect it from claims under Workers' Compensation Acts, claims for damages because of bodily injury, including but not limited to claims for personal injury, sickness or disease or death of any person as a result of the nature of its work under the terms of this Agreement, and from all claims for damages because of injury to or destruction of property, including but not limited to loss of use resulting therefrom which may arise out of any of the services provided pursuant to this Agreement.

Lessee agrees, upon the signing of this Agreement, to supply to the City Risk Manager of the City of Stamford, the following:

- (a) A Certificate of Insurance evidencing Workers' Compensation insurance as required by State law.
- (b) The endorsement of the Lessee's general liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, naming the City of Stamford, its officers, agents and employees as an additional insured.
- (c) A Certificate of Insurance evidencing automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limited for bodily injury and property damage. Coverage is to include owned, leased and non-owned vehicles.

If any insurance required herein is to be issued or renewed on a "claims form" as opposed to an "occurrence form", the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least sixty (60) months.

The insurance requirements of this Agreement are an integral element of the Agreement. Any defect in the insurance required in this Agreement may result in termination of this Agreement, at the sole option of the Lessor.

The insurance requirements set forth in this paragraph must be approved by the Risk Manager of the City of Stamford. All certificates of insurance shall contain the following clause:

"Thirty (30) days written notice of cancellation or changes shall be given to the City of Stamford, attention Risk Manager, Stamford Government Center, 888 Washington Boulevard, P. O. Box 10152, Stamford, CT 06904-2152 before any cancellation or reduction in coverage of this policy shall be effective.

6. **Termination.** Notwithstanding anything to the contrary contained in this Lease, either party may, at any time during this lease, terminate this Lease by giving to the other party ninety (90) days written notice by certified or registered mail of its intention to do so. In such event, this Lease shall thereupon terminate as though that were the date herein definitely fixed for the expiration of the term and Lessee shall surrender the Premises and the Lessor shall immediately be entitled to the recovery of the possession of the Premises. The Lessee shall immediately remove all vehicles from the Premises and

leave the Premises in the same condition as the date of occupancy.

7. **Unlawful Use.** Lessee shall not use or allow the demised Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of the terms of this lease.
8. **Improvements.** Lessee shall make no substantial improvements or changes to the demised Premises without the prior written consent of the Lessor.
9. **Board Approval.** This Lease is subject to the approval of the required City Boards and the Mayor.
10. **Governing Law.** This lease shall be governed by the laws of the State of Connecticut.
11. **Hazardous Substances.** The Lessee acknowledges that they are responsible for the clean up of any hazardous material, leakage, spills or contamination and the disposal of any such product or material on the leased property in full compliance with any State or Federal statute, rule or regulation. Lessee covenants and agrees to hold the Lessor and its officers, employees and agents harmless from any and all loss, damages, claim, liability or expense arising out of, or resulting from Lessee's use of the Premises and particularly the Lessee's placement of hazardous materials upon the Premises. The Lessee agrees to

indemnify and hold harmless the Lessor for the cost of any remediation of the Premises due to contamination by hazardous material.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD - LESSOR

By _____
Dannel P. Malloy
Mayor

VINCENT W. GILLESKI, JR.
d/b/a CONNECTICUT QUALITY
TRANSMISSION, Inc. - LESSEE

By _____
Vincent W. Gilleski, Jr.

APPROVED AS TO INSURANCE

APPROVED AS TO FORM

By _____
Anne Marie Mones
Risk Manager

By _____
Sybil V. Richards
Deputy Corp. Counsel

