

28TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

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RANDALL M. SKIGEN
Clerk of the Board
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JOHN J. BOCCUZZI
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ROBERT "GABE" DELUCA

RESOLUTION NO. 3395 APPROVING A LEASE AGREEMENT BY AND BETWEEN ST. ANDREW'S EPISCOPAL CHURCH AND THE CITY OF STAMFORD FOR PREMISES LOCATED AT 1231 WASHINGTON BOULEVARD, STAMFORD, CONNECTICUT

**NOW THEREFORE BE IT RESOLVED BY THE 28TH BOARD OF
REPRESENTATIVES THAT:**

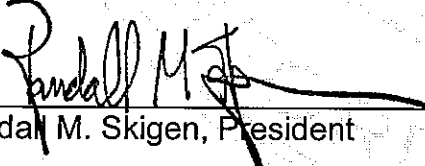
Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7.2 of the Stamford Code of Ordinances, the lease agreement ("Lease") between St. Andrew's Episcopal Church ("Lessor") and the City of Stamford ("Lessee") for a portion of the premises located at 1231 Washington Boulevard, Stamford, CT, for use as an alternative high school in accordance with the terms and conditions set forth in the lease, which is incorporated herein by reference, for the period commencing on August 18, 2010 and terminating on June 30, 2011, 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.

Adopted by the 28th Board of Representatives of the City of Stamford on the 4th day of October, 2010.

This resolution was approved on the Consent Agenda at the regular monthly meeting of the 28th Board of Representatives held on Monday, October 4, 2010.


Randall M. Skigen, President


Annie M. Summerville, Clerk

cc: Mayor Michael Pavia
Donna Loglisci, Town & City Clerk
Laure Aubuchon, Director of Economic Development
Ernie Orgera, Director of Operations
Fred Flynn, Director of Administration
Michael Larobina, Esq., Director of Legal Affairs

REVISED 9/18/12

LEASE

LEASE made this _____ day of _____ 2010, by and between SAINT ANDREW'S EPISCOPAL CHURCH, having an office at 1231 Washington Boulevard, Stamford, Connecticut 06902 (hereinafter called "Church"), as Landlord, and THE CITY OF STAMFORD, a municipal corporation in the State of Connecticut, having an office at Government Center, 888 Washington Boulevard, Stamford, Connecticut 06901 (hereinafter called "City"), as Tenant.

Church is the owner of certain premises at 1231 Washington Boulevard, Stamford, Connecticut, including a free standing building containing a church and a parish house (hereinafter called the "Premises").

School desires to let the upper floor of the parish house as shown on Exhibit A hereof, which is not to scale, (hereinafter called the "Leased Premises").

WITNESSETH:

1. Subject to the terms, covenants and conditions of this Lease and to the provisions of law, Church hereby leases the Leased Premises to City and City hereby hires and takes the Leased Premises from Church for a term commencing on August 18, 2010 and expiring on June 30, 2011 for the Stamford Board of Education's operation of an alternative high school. Anything in the foregoing to the contrary notwithstanding, City's occupancy of the Leased Premises is limited to Monday through Friday, 8 A.M. to 5 P.M., and shall not include New Year's Day, Martin Luther King, Jr., Day, President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving and Christmas.

2. The fixed rent to be paid by City to Church shall be in the amount of Three Thousand Five Hundred Dollars and Zero Cents (U.S.\$3,500.00) each month without any setoff, counterclaim or deduction whatsoever, in advance, on the 28th day of August 2010 for the first payment and then on the 28th day of each month thereafter at the aforesaid office of Church or such other place as Church may designate in writing. In addition to the fixed rent to be paid to the Church as provided herein, the City shall make three payments of Two Hundred Fifty Dollars and Zero Cents (U.S. \$250.00) to the Church on December 1, 2010, March 1, 2011 and June 1, 2011 as additional rent to help defray utility charges and costs of operation and maintenance.

3. City shall use and occupy the Leased Premises only for the education of students enrolled in the alternative high school, with a maximum of thirty (30) students, and for no other purpose whatsoever. City represents that there will be at least five (and no more than ten) faculty members and/or administrators present whenever students are on the premises, and that the students shall be strictly supervised by the Stamford Board of Education. City understands that Church, as Landlord, leases the northern portion of the lower floor of the parish house to a nursery school and City represents that its students will not interact or co-mingle with the nursery school children.

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

5. Upon the expiration or earlier termination of this Lease, City shall quit, surrender and vacate the entire Leases Premises, broom-clean, in same order and condition as existed on October 15, 2009, and 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 Lease.

6. Commencing with the date hereof and throughout the term of this Lease, City shall maintain a general liability insurance policy covering Church 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. Church is not liable for damage to City's property. City agrees to indemnify and hold harmless Church for any claim arising out of the City's use and occupancy of Church 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 premises shall 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 Church with proof of the extension of such coverage.

7. Any notice or demand, under the terms of this Lease 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 Church at the address hereinabove set forth and addressed to City at Government Center, 888 Washington Boulevard, Stamford, Connecticut 06901, Attn: Corporation Counsel. Either party may designate in writing such new or other address to which such notice or demand made thereafter 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 wrapper, addressed as provided above. A copy of any notice to

Church hereunder shall also be sent to Frank L. Baker, Esquire, Robinson & Cole LLP,
1055 Washington Boulevard, Stamford CT 06901.

8. City, its successors, assigns and legal representatives, will not, by operation of law or otherwise, assign, mortgage or encumber this Lease 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 Church's prior written consent obtained in each instance.

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

10. City represents and warrants to Church 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 leasing the Leased Premises. City agrees to defend, save and hold harmless from any loss, liability or expense whatsoever incurred by Church, including, without limitation, all of Church's legal fees, costs and expenses by reason of any facts contrary to the foregoing representation and warranty. Church represents to City that no one has any exclusive leasing listing for the Leased Premises.

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

12. On a first-come, first-serve basis, City and its employees shall be entitled to use ten parking stalls in the outside parking area immediately to the north and west of the Leased premises as shown on Exhibit B, which is not to scale, attached hereto and made a part hereof for parking.

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

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

WITNESSES

THE CITY OF STAMFORD
(Tenant)

By _____
Michael A. Pavia
Mayor
Duly authorized

SAINT ANDREW'S EPISCOPAL
CHURCH (Landlord)

By _____
Richard C. Alton
Priest-in-charge
Duly authorized

Approved as to form:

Approved as to insurance:

Sybil V. Richards
Deputy Corporation Counsel

Ann Marie Mones
Risk Manager