

*Rescinded
See 87-114*



THE CONNECTICUT STATE UNIVERSITY

P.O. Box 2008 • New Britain, Connecticut 06050 • (203) 827-7701

RESOLUTION

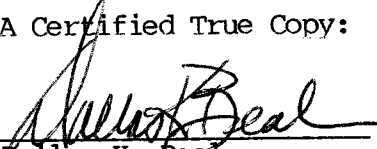
concerning

THE LEASING OF FORTY ACRES OF LAND
ON THE WESTSIDE CAMPUS OF
WESTERN CONNECTICUT STATE UNIVERSITY
TO THE
CHARLES IVES CENTER FOR THE ARTS, INC.

June 19, 1987

- WHEREAS, The Charles Ives Center for the Arts, Inc., a civic organization in Danbury, Connecticut has leased forty acres of land on the westside campus of Western Connecticut State University for the past three years, (Board Resolution #84-60), and
- WHEREAS, The Charles Ives Center for the Arts, Inc. has, in conformity to the terms of the lease, constructed a permanent structure on the leased property, and
- WHEREAS, Programs in the performing arts and other events creating a living memorial to the composer Charles Ives have successfully been presented on the site by the Charles Ives Center for the Arts, Inc. for the past three years, and
- WHEREAS, The lease, dated July 5, 1984, to the Charles Ives Center for the Arts, Inc. expired on June 11, 1987, now therefore be it
- RESOLVED, That the Board of Trustees of the Connecticut State University approves the execution of a new lease for a five-year period of the same forty acres of land on the westside campus of Western Connecticut State University as specified in the lease of July 5, 1984, attached, and on the same terms as in the aforesaid lease except that the duration of the new lease shall be for five years, and be it
- RESOLVED, That the Board of Trustees for the Connecticut State University recommends that, subject to the approval of the Board of Governors, the Department of Administrative Services institute a lease between the consenting parties based on the terms of the July 5, 1984 lease, with the exception of the extended term as noted above, and be it
- RESOLVED, That the President of the Connecticut State University is empowered to sign the aforesaid lease in behalf of the Board of Trustees of the Connecticut State University.

A Certified True Copy:



Dallas K. Beal
President

Central Connecticut State University • New Britain
Eastern Connecticut State University • Willimantic

Southern Connecticut State University • New Haven
Western Connecticut State University • Danbury

LE A S E

This lease, made and entered into this 5th day of July, 1984, by and between the State of Connecticut, hereinafter called the LESSOR, acting herein by John Norko, its Department of Administrative Services Deputy Commissioner, pursuant to the provisions of Section 4-128d of the General Statutes of Connecticut, as amended, and The Charles Ives Performing Arts Center, Inc., hereinafter referred to as the LESSEE, acting herein by Donald E. Weeden, its Chairman, duly authorized, whose address is for the purpose of this lease, Post Office Box 801, Danbury, Connecticut 06810.

W I T N E S S E T H

The parties hereto do hereby agree as follows:

1. The LESSOR hereby does lease unto LESSEE a certain parcel of land in the Town of Danbury, County of Fairfield and State of Connecticut, said parcel of land being a portion of the Western Connecticut State University campus. Said parcel of land hereby being leased, hereinafter referred to as the demised premises, is an area of approximately 40 acres ± and is shown on a map entitled "Map Showing Property of Piccadilly Land Corp., Driftway Road, Danbury, Connecticut, to be conveyed to State of Connecticut December 3, 1970," a copy of which map is filed in the Danbury Town Clerk's Office.
2. The term of this lease shall be for a period of three (3) years, which period shall extend from June 12, 1984 through June 11, 1987.
3. The LESSEE shall pay the LESSOR the rental of \$1.00 for the term. The check in payment of said rent shall be made payable to the order of the Treasurer of the State of Connecticut and shall be sent to the Department of Administrative Services.

4. The LESSOR shall furnish to the LESSEE: forty (40) acres of land.

The LESSEE shall provide and pay for: all costs related to the complete construction of an outdoor covered performing stage; a performance bond to cover all construction; several utility buildings to encompass box office, storage, dressing areas for performers, and restrooms; improvement of access trails to performing area; permanent sanitary facilities; a service road; several small rehearsal sheds; installation and maintenance and procurement of easements for all utility services to the area to include electricity, city water, sewage disposal system; cost of all utilities based on usage.

5. The LESSEE will provide a financial plan which demonstrates that the Charles Ives Center has the capacity to construct and operate the facilities at no expense to the State of Connecticut.

6. The LESSEE also agrees that permanent structures built on the designated land by the LESSEE are to be paid for entirely by the LESSEE and at no cost to the State.

7. Design documents of such structures must be approved by the Board of Trustees of the Connecticut State University, the Board of Governors of the Department of Higher Education, and the Department of Administrative Services and must comply with all laws and applicable building codes.

8. Upon completion, and after acceptance by the State, all structures and appurtenances become the property of the State and will be under the control of the Board of Trustees of the Connecticut State University.

9 The defined area and all permanent and/or temporary structures built thereon are for the use of the LESSEE throughout the year and the area and structures are to be maintained by the LESSEE. The LESSOR maintains the right to the use of up to thirty (30) per cent of usable time during a calendar year.

10. This lease agreement only includes the usage of those structures by the LESSEE that are on the defined area of leasing.

11. During the leasing time, the Ives Center, at no cost to the State, may construct temporary structures or erect tents that will be needed for events. All construction must conform to State and Municipal codes. All such structures must be completely removed by the end of the leasing period and the grounds around the dismantled structure restored to their original state or as close to it as possible.

12. Western Connecticut State University agrees to provide parking areas on the Westside campus. LESSEE will not be charged for use of regularly defined parking areas. When the anticipated parking requirements of the Ives Center exceed the capacity of regularly defined parking areas, the Ives Center will present to the University a detailed proposal for additional areas to be provided for parking within the forty acres at no cost to the State of Connecticut.

13. Sufficient temporary restroom facilities for the arts events are to be provided and paid for by the Ives Center.

14. The LESSOR agrees to provide security service for the buildings and land as it does routinely for all portions of the campus. For LESSEE events, the LESSOR agrees to provide adequate police coverage; the cost of such coverage will be billed to and paid for by the LESSEE. If, upon review by LESSOR authorities, an event is perceived to need extended security coverage, the LESSEE agrees to pay for and provide such extended security.

15. The LESSOR agrees to provide the pick-up of refuse after LESSEE events, but all refuse must be bagged and placed in one central location agreed to by both parties for pick-up. Charges from the City of Danbury for use of landfill will be paid for by LESSOR and back charged to LESSEE.

Failure to clean-up after an event in a manner noted herein will lead to the LESSOR back-charging the LESSEE for the clean-up cost. The LESSEE further agrees to return the grounds to a neat and orderly appearance within twenty-four (24) hours of the completion of any event.

16. LESSOR's procedures for approval of events will be followed for any proposed event by LESSEE. This will be handled through an official of the LESSOR designated by the president of the LESSOR.

17. When admission is charged by the LESSEE for an event, all proceeds will go to LESSEE. The LESSOR is to be provided with a copy of the annual financial statement of the LESSEE.

18. The LESSOR, through its Board of Trustees, reserves the final right of approval of all events.

19. The parties hereto agree that this lease may be terminated immediately at the option of the LESSOR, without any obligations being thrust upon the LESSOR of any nature whatsoever, upon the happening of any of the following:

a. The failure of the LESSEE to remove within a reasonable time any liens of any nature whatsoever that have been filed against the demised premises.

b. The use by the LESSEE of the demised premises for any purpose other than for the presentation of programs for the performing arts.

20. The LESSEE further agrees to protect, defend, indemnify, save harmless the LESSOR and its officers, agents and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of the LESSEE, and from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the LESSEE) caused in whole or in part while the LESSEE is using the demised premises for any purpose whatsoever. The LESSEE shall provide and maintain public liability insurance, with the LESSOR named as an additional insured, a combined single minimum amount of \$500,000.00 for bodily injury and property damage to protect interests of the LESSOR as appear herein, and shall provide the LESSOR with a certificate of insurance to this effect, all at no cost to the LESSOR.

21. The LESSEE agrees that it will use the demised premises so as to conform with and not violate any laws, regulations and/or requirements of the United States and/or the State of Connecticut and/or any ordinance, rule or regulation of the City of Danbury, now or hereafter made, relating to the use of the premises, and the LESSEE shall save the LESSOR harmless from any fines, penalties or costs for violation of or noncompliance with the same.

22. The LESSEE agrees that it shall not permit any liens, of any nature whatsoever, to be filed against the demised premises.

23. Notices from the LESSEE to the LESSOR shall be sufficient if posted in the United States Mail, Certified Mail, postage prepaid, addressed to Department of Administrative Services Commissioner, State Office Building, Hartford, Connecticut 06106. Notices from the LESSOR to the LESSEE shall be sufficient if delivered to the LESSEE or if sent by telegraph, or if placed in the United States Mail addressed to the LESSEE at the address shown in this lease.

24. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto or their agents, shall be valid or enforceable unless embodied in the provisions of this lease.

25. The LESSOR agrees and warrants that in the performance of this lease it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability, including but not limited to, blindness, unless it is shown by such LESSEE that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission

concerning the employment practices and procedures of the LESSEE as relate to the provisions of this section.

26. The LESSEE agrees that if the property herein demised is used for any purpose other than for the presentation of programs for the performing arts, this lease may be immediately terminated at the option of the LESSOR.

27. This lease shall not become effective unless and until is approved by the Attorney General of the State of Connecticut, at which time it shall be deemed to be fully executed and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Signed, Sealed and Delivered in the presence of:

Jill Frascarelli
WITNESS: Jill Frascarelli
Ruth Kevorkian
WITNESS: Ruth Kevorkian

STATE OF CONNECTICUT
By John Horko L.S.
John Horko,
its Department of Administrative
Services Deputy Commissioner,
duly authorized

Date Signed: 7/5/84

THE CHARLES IVES PERFORMING ARTS CENTER, INC.

WITNESS:
William A. O'Neill
WITNESS: William A. O'Neill

By: Charles E. Weeden L.S.
Charles E. Weeden,
its Chairman
duly authorized

Date Signed: 7/5/84
XT-28

Mary Burke
MARY BURKE
Notary Public, State of New York
No. 24-4801354
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1985

APPROVAL

By Susan T. Rudman on
Associate Attorney General
Susan T. Rudman

AUG 8 1984



THE CONNECTICUT STATE UNIVERSITY

P.O. Box 2008 • New Britain, Connecticut 06050 • (203) 827-7700

RESOLUTION

concerning

THE LEASING OF FORTY ACRES OF LAND
ON THE
WESTSIDE CAMPUS OF
WESTERN CONNECTICUT STATE UNIVERSITY
TO THE
CHARLES IVES CENTER FOR THE ARTS, INC.

April 6, 1984

- WHEREAS, The Charles Ives Center for the Arts, Inc., a civic organization in Danbury, Connecticut, desires to lease forty acres of land on the Westside Campus of the Western Connecticut State University for the purpose of erecting a permanent structure for the presentation of programs of the performing arts and other events that will create a living memorial to the great American composer, Charles Ives, and to this end has proposed the attached agreement for the leasing of the land, and
- WHEREAS, There presently are forty acres of available land which will not be used by the University in the foreseeable future, and
- WHEREAS, The University Administration believes that the proposed project will benefit the State of Connecticut, that it is appropriate to the mission of a higher educational institution and that it will enhance the cultural growth of the region, and
- WHEREAS, The attached Proposed Agreement between Connecticut State University and the Charles Ives Center for the Arts, Inc., outlines terms and conditions which are acceptable to the Trustees of Connecticut State University, be it
- RESOLVED, That, the Board of Trustees for the Connecticut State University approves the leasing of forty acres of land on the Westside Campus of Western Connecticut State University to the Charles Ives Center for the Arts, Inc., on the terms contained in the attached proposed agreement, and be it
- RESOLVED, That the Board of Trustees for the Connecticut State University recommends that, subject to the approval of the Board of Governors, the Department of Administrative Services institute a lease between the consenting parties based on the attached proposed agreement, and be it

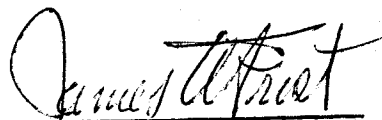
Central Connecticut State University • New Britain
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Southern Connecticut State University • New Haven
Western Connecticut State University • Danbury

RESOLVED, That the President of the Connecticut State University is authorized to proceed cooperatively with the Department of Administrative Services - Bureau of Public Works and other appropriate agencies to finalize a lease agreement with the Charles Ives Center for the Arts, Inc., Danbury, Connecticut, for forty acres of land on the Westside Campus of Western Connecticut State University, and be it further

RESOLVED, That the President of the Connecticut State University is empowered to sign the aforesaid lease agreement in behalf of the Board of Trustees.

A Certified True Copy:

A handwritten signature in cursive script, reading "James A. Frost". The signature is written in black ink and is positioned above a horizontal line.

James A. Frost
President

DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PUBLIC WORKS

F. J. Johns
Public

For Files
August 23, 1984

State Office Building
Hartford, Connecticut 06106
203-566-4260

RECEIVED

AUG 28 1984

THE CONNECTICUT
STATE UNIVERSITY
Western Connecticut

Mr. Donald Weeden, President
c/o Charles Ives Center for the Arts
Post Office Box 801
Danbury, Connecticut 06810

Re: Lease-out - Band Shell on the West Side Campus of
Driftway Road, Danbury, Connecticut.

Dear Mr. Weeden:

Attached is your executed copy of the above-mentioned lease.

Very truly yours,

Raymond J. Johns

Raymond J. Johns
Leasing Supervisor
Bureau of Public Works

/sok

cc: Lease File
James Frost, President, CSU
Steve Feldman, President, WCSU
George Steinmetz
Attachment