



STATE OF CONNECTICUT

BOARD OF TRUSTEES

FOR THE STATE COLLEGES

80 PRATT STREET - HARTFORD, CONNECTICUT 06103

AREA CODE 203 566-3040

MRS. BERNICE C. NIEJADLIK, CHAIRMAN
JOHN F. ROBINSON, VICE-CHAIRMAN
ERNEST A. JOHNSON, SECRETARY

EXECUTIVE SECRETARY
J. EUGENE SMITH

AUTHORIZING RESOLUTION

concerning

On-campus Student Housing

at Western Connecticut State College

September 10, 1971

WHEREAS, the Legislature of the State of Connecticut has enacted Public Act No. 572, in the January, 1971 Session; and

WHEREAS, said Public Act No. 572 of the 1971 Session of the General Assembly provides, in part, that the Commissioner of Public Works, subject to the approval of the Board of Trustees for the State Colleges and the Commission for Higher Education may lease such physical facilities as may be needed for proper operation of such institutions; and

WHEREAS, the development and negotiating of lease proposals for the above-stated purposes shall follow the policy and procedure of leasing real property as set forth in the Department of Finance and Control General Letter 69-1 dated November 4, 1968, and as further outlined in the "Manual of Policy and Procedure of Leasing Real Property" issued by the Commissioner of Public Works: Therefore, be it

RESOLVED, That the Board of Trustees for State Colleges, subject to approval of the CHE, the Commissioner of Public Works, the Commissioner of Finance and Control and the Attorney General, authorizes the Public Works Department to negotiate the lease proposal submitted by the C. S. Margison, Inc. as set forth in Public Works lease proposal outline dated August 2, 1971.

Public Works shall be responsible for providing competent review of plans and site supervision of construction and workmanship.

INTERDEPARTMENT MESSAGE

STO-200 2/69

SAVE TIME: *Handwritten messages are acceptable.*

Use carbon if you really need a copy. If typewritten, ignore faint lines.

Board of Trustees	AGENCY	DATE July 28, 1971
Attention of David Basch	Western Connecticut State College	
FROM Ruth A. Haas, President	AGENCY	792-PR100 Ext. 201
SUBJECT Lease - Purchase of Student Housing.		

Please reactivate the proposal for Student Housing by C. S. Margison, Inc. in his letter dated March 4, 1971 attached, which incorporates 28 units.

After discussing approximately seven proposals with the leasing division of Public Works, it is felt that the proposal offered by C.S. Margison, Inc. best meets the needs of the college.

Ruth A. Haas
 Ruth A. Haas
 President

RAH/c

SAVE TIME: *If convenient, handwrite reply to sender on this same sheet.*

August 2
September 3, 1971

Lessee will pay for: all utility consumption and services it deems necessary for its use and occupancy of the premises including but not limited to: heat; electricity; gas; water; rubbish removal; janitor service; groundskeeping; snow and ice removal; interior repairs and maintenance; and reimbursement of any municipal permit or building fees and any municipal real estate taxes which may be levied against property of the Lessor. Any such fees or taxes levied by the municipality against the Lessor shall be paid by the Lessor and reimbursed by the Lessee as additional rent by the payment of additional quarterly installments added to the lease term to the extent necessary to effect full reimbursement with actual carrying charges borne by the Lessor and arising out of deferred reimbursement.

If the lease runs its full thirty (30) year term and Lessee has not during that time exercised its option to purchase the premises then, in that event, at the end of the lease term the Lessee will pay the Lessor the sum of \$226,800.00 as payment in full for the purchase of the leased premises and thereupon shall take title to said property. At Lessee's option the sum of \$226,800.00 may be paid in a lump sum at time of exercise of option or in continuing quarterly installments of \$11,000.00 each until said principal sum with actual carrying charges has been paid in full.

OPTIONS:

a. Prior to full completion of all work and commencement of initial lease term Lessee at its option may take early, partial occupancy in those areas where Lessor has completed his work and such partial occupancy by Lessee will not interfere with other work in progress.

Rent for such partial occupancy shall be on a month-to-month basis only but otherwise on the same terms and conditions. Rental shall be pro-rated on the basis of \$166.67 per month per apartment until completion of all work by Lessor at which time the initial lease term shall commence.

Time of completion is of the essence. If by September 1, 1972 the Lessor fails to have ready for occupancy at least 18 apartments then, in that event, the Lessee shall not be obligated to pay rent for the completed project but instead it shall pay rent only for those apartments which are actually occupied by the Lessee in which event, full rental shall not commence until all apartments are fully occupied or until September 1, 1973 whichever shall occur first. In the event of such partial occupancy, rental shall be pro rated on the basis of \$166.67 per month per apartment.

b. During the last quarter of the first year of the lease term, the Lessee, at its option, may purchase the demised premises for the sum of \$630,000.00. The purchase price at the option of the Lessee may be paid in a lump sum or in 116 quarterly installments of \$14,000.00 each, payable the first day of each quarter, quarterly in advance. The completion of 116 quarterly payments shall represent payment in full.

AUGUST
September 2, 1971

If the Lessee elects to pay the purchase price in installments as aforesaid, title to the demised premises will vest in the Lessee at time of exercise of option. Upon title vesting in Lessee, Lessor from that date shall warrant and guarantee the demised premises free from all defects in material and workmanship for a period of 1-year.

At its further option, the State may prepay without penalty the unamortized balance of the purchase price at any time after the 20th quarterly installment is paid. The unamortized balance of the purchase price may be prepaid by the Lessee at any time prior to the 20th quarterly installment provided the Lessee also pays a prepayment penalty equal to one-half ($\frac{1}{2}$) of one per cent (1%) of the unamortized balance of the purchase price. The unamortized balance of the purchase price shall be determined in accordance with an amortization schedule based on the principal sum of \$630,000.00 at an annual interest rate of 8% for a term of 30 years.

c. At Lessee's option Lessor will furnish all of the apartments in accordance with an inventory of furniture and furnishings provided by the Lessee, and install in place all such inventory items for a monthly rental consideration which shall be equal to the payment established by an amortization schedule based on a principal sum which shall not exceed \$50,000.00, an annual interest rate not to exceed 8% and a term not exceeding 8-years. At the end of the lease term for said furniture and furnishings the Lessor may purchase same for the sum of \$1.00. At its further option, Lessee may prepay the rental and take title at any time without penalty by paying the unamortized balance as determined from the above described amortization schedule.

REMARKS:

The College is in dire need of male student housing which this facility will satisfy. Several proposals were received and evaluated. All were based on non-combustible construction and a September 1, 1972 delivery date. This proposal is being recommended because:

1. It is the most economical of all proposals received.
2. It conforms to the housing needs of the College in better fashion than any other proposal received.
3. The proponent - builder is experienced and qualified for the type of project involved.
4. The proponent - builder has proper financing arranged to assure his ability to move forward and satisfactorily complete the project.

APPROVED: _____

_____ date _____

DISAPPROVED: _____

*revised
in
9/1/71*

AUTHORIZING RESOLUTION

concerning

On-Campus Apartment-Type Student Housing

at Western Connecticut State College

April 2, 1971

WHEREAS, the Legislature of the State of Connecticut has enacted Section 10, Public Act No. 530, in the January, 1969 Session; and

WHEREAS, said Section 10 of Public Act No. 530 provides, in part, that the Board of Trustees for the State Colleges, subject to the approval of the Commission for Higher Education, shall plan for the expansion and development of the institutions within its jurisdiction, and also provides, in part, that said Board of Trustees may lease such physical facilities as may be needed for proper operation of such institutions; and

WHEREAS, the development and negotiating of lease proposals for the above-stated purposes shall follow the policy and procedure of leasing real property as set forth in the Department of Finance and Control General Letter 69-1 dated November 4, 1968, and as further outlined in the "Manual of Policy and Procedure of Leasing Real Property" issued by the Commissioner of Public Works: Therefore, be it

RESOLVED, That the Board of Trustees for State Colleges, subject to approval of the CHE, the Commissioner of Public Works, the Commissioner of Finance and Control and the Attorney General, authorizes the Public Works Department to accept the lease proposal in accordance with option "b" submitted by the C.S. Margison, Inc. as set forth in Public Works lease proposal outline dated April 1, 1971.

RESOLVED, That the Board of Trustees for State Colleges, subject to approval of the CHE, the Commissioner of Public Works, the Commissioner of Finance and Control and the Attorney General, authorizes the Public Works Department to accept the lease proposal in accordance with option "b" and "c" submitted by the C. S. Margison, Inc. as set forth in Public Works lease proposal outline dated April 1, 1971

In the event tax and fees are required, they shall initially be the responsibility of the lessor but shall be paid for by the College by additional payments beyond the contract period at the same or lower rate.

Public Works shall be responsible for providing competent review of plans and site supervision of construction and workmanship.

STATE OF CONNECTICUT

ROBERT K. KILLIAN
ATTORNEY GENERAL



ATTORNEY GENERAL'S OFFICE
30 TRINITY STREET
HARTFORD

Telephone No.: 566-3687

April 27, 1971

Honorable Edward Kozlowski
Commissioner
Department of Public Works
State Office Building
Hartford, Connecticut

Dear Commissioner Kozlowski:

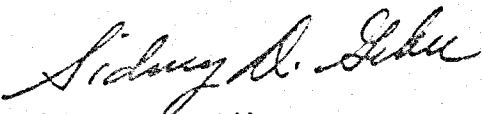
By your letter dated April 26, 1971, you asked us if Section 10-109b G.S. provides sufficient authority to allow a contractor to enter into State-owned property and construct an apartment building which will be leased to the State. In our opinion, Section 10-109b is only authority for the Board of Trustees for the State Colleges to enter into a transaction as the lessee of the physical facilities and does not constitute authority to enter into a lease-lease back transaction.

You also asked our advice concerning certain problems with the lease-lease back of a dormitory for Eastern Connecticut State College in the City of Willimantic. Please be advised that we have already been advised of this situation and are presently studying the problem.

In view of the problems created in Willimantic by the incorrect procedures followed in the attempted lease-lease back, we suggest that you consult with this office prior to any further attempts at the lease-lease back transaction.

Very truly yours,

Robert K. Killian
Attorney General

By 
Sidney D. Giber
Assistant Attorney General

STATE OF CONNECTICUT

ROBERT K. KILLIAN
ATTORNEY GENERAL



ATTORNEY GENERAL'S OFFICE
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Department of Public Works
State Office Building
Hartford, Connecticut

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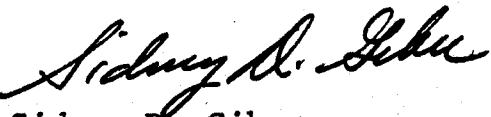
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Very truly yours,

Robert K. Killian
Attorney General

By 
Sidney D. Giber
Assistant Attorney General

SDG:h

Lease Proposal Outline

April 1, 1971

- ITEM:** Lease acquisition with options to buy a 3-level apartment building containing twenty-eight (28) 2-bedroom apartments to accommodate approximately 112 students for Western Connecticut State College.
- LOCATION:** State-owned land, on the South side of White Street, Danbury, Connecticut on the campus of Western Connecticut State College.
- LESSOR:** C. S. Margison, Inc., 32 Shady Lane, Farmington, Connecticut 06032.
- SPACE:** A 3-story non-combustible apartment building to house approximately 112 students to be erected on State-owned land. The lease and all work to be performed by the Lessor in accordance with plans and specifications, shall be approved by the Board of Trustees for State Colleges, Western Connecticut State College, and the Lease Division of the Public Works Department.
- EFFECTIVE DATE:** The first day of the month next following completion of all work by the Lessor and acceptance by the State on or before September 1, 1971. This effective date is contingent upon the Lessor's receiving written authorization to commence construction on or before May 1, 1971.
- TERM:** Thirty (30) years from the effective date as noted above.
- RATE:** During the first year of the term, rental shall be \$56,000.00 payable \$14,000.00 quarterly. During the balance of the thirty (30) year lease term the rental shall be \$82,800.00 per year payable in equal quarterly installments of \$20,700.00 quarterly in advance.
- FACILITIES:** The Lessor will furnish and pay for: the initial construction of the building in accordance with plans and specifications approved as indicated above, together with all utilities and site work necessary to make the facility ready for occupancy by the College except for installation of furniture and furnishings. Lessor will perform exterior and major structural repairs during the lease term only.
- The quality of all materials and workmanship, appliances, fixtures, and equipment shall be equivalent to that normally provided in a first class apartment building. The kitchen shall include cabinets and counters; sinks, without garbage disposals; frost-free refrigerator with freezer compartment and a range with self-cleaning oven. All appliances to be of a size and quality normally found in apartment buildings of this type.
- The bathrooms will have ceramic tile floors and wainscot except around the tub area where tile shall extend to the ceiling.
- All exterior and interior walls will be of masonry construction; all windows will be double glazed or will have storm sash, and doors with screens. All areas with the exception of bathrooms, laundry and storage rooms will be carpeted. A television jack shall be installed in each living room and connected to a master television antenna on the roof of the building. All colors and patterns shall be as selected by the College from samples submitted by the Lessor.

Lessee will pay for: all utility consumption and services it deems necessary for its use and occupancy of the premises including but not limited to: heat; electricity; gas; water; rubbish removal; janitor service; groundskeeping; snow and ice removal; interior repairs and maintenance; and reimbursement of any municipal permit or building fees and any municipal real estate taxes which may be levied against property of the Lessor. Any such fees or taxes levied by the municipality against the Lessor shall be paid by the Lessor and reimbursed by the Lessee as additional rent by the payment of additional quarterly installments added to the lease term to the extent necessary to effect full reimbursement with actual carrying charges borne by the Lessor and arising out of deferred reimbursement.

If the lease runs its full thirty (30) year term and Lessee has not during that time exercised its option to purchase the premises then, in that event, at the end of the lease term the Lessee will pay the Lessor the sum of \$226,800.00 as payment in full for the purchase of the leased premises and thereupon shall take title to said property. At Lessee's option the sum of \$226,800.00 may be paid in a lump sum at time of exercise of option or in continuing quarterly installments of \$14,000.00 each until said principal sum with actual carrying charges has been paid in full.

OPTIONS:

a. Prior to full completion of all work and commencement of initial lease term Lessee at its option may take early, partial occupancy in those areas where Lessor has completed his work and such partial occupancy by Lessee will not interfere with other work in progress.

Rent for such partial occupancy shall be on a month-to-month basis only but otherwise on the same terms and conditions. Rental shall be pro-rated on the basis of \$166.67 per month per apartment until completion of all work by Lessor at which time the initial lease term shall commence.

Time of completion is of the essence. If by September 1, 1971 the Lessor fails to have ready for occupancy at least 18 apartments then, in that event, the Lessee shall not be obligated to pay rent for the completed project but instead it shall pay rent only for those apartments which are actually occupied by the Lessee in which event, full rental shall not commence until all apartments are fully occupied or until September 1, 1972 whichever shall occur first. In the event of such partial occupancy, rental shall be pro rated on the basis of \$166.67 per month per apartment.

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REMARKS:

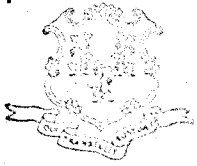
The College is in dire need of male student housing which this facility will satisfy. Several proposals were received and evaluated. All were based on non-combustible construction and a September 1, 1971 delivery date. This proposal is being recommended because:

1. It is the most economical of all proposals received.
2. It conforms to the housing needs of the College in better fashion than any other proposal received.
3. The proponent - builder is experienced and qualified for the type of project involved.
4. The proponent - builder has proper financing arranged to assure his ability to move forward and satisfactorily complete the project.

APPROVED: _____

_____ date _____

DISAPPROVED: _____



STATE OF CONNECTICUT

COMMISSION FOR HIGHER EDUCATION

P.O. BOX 1370

HARTFORD, CONNECTICUT 06115

AREA CODE 203 866-3912

April 13, 1971

Dr. J. Eugene Smith
Board of Trustees for State Colleges
80 Pratt Street
Hartford, Connecticut

Dear Dr. Smith:

At the April 12, 1971 meeting of the Commission for Higher Education, a quorum being present and voting, the following resolutions were approved:

- ✓ Lease proposal submitted by C. S. Margison, Inc., to construct housing facilities at Western Connecticut State College.
- ✓ Comprehensive Master Plan for Western Connecticut State College.
- ✓ Increase off-campus apartment fees at Central Connecticut State College from \$237.50 to \$247.50 per student per semester.
- ✓ Music fee of \$25 per semester for music education major students and \$25 per semester hour for students that are not music education majors at Central Connecticut State College.

I hereby certify that these are true copies of the resolutions.

Sincerely yours,

W. Robert Bokelman
Associate Director

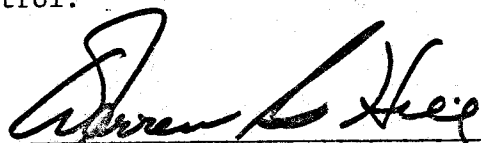
WRB:ja
Encls.

cc: Mr. Adolf G. Carlson
Mr. Edward J. Kozlowski
Mr. F. Michael Ahern
Mr. Fred Schuckman

RESOLVED that the Commission for Higher Education, subject to its responsibilities contained in Section 10-109b of the General Statutes to approve plans for the expansion and development of institutions in the public system of higher education and to approve leases for physical facilities for such institutions and subject to confirmation by the Board of Trustees for State Colleges at its next meeting, approves acceptance by the Board of Trustees for State Colleges of the lease proposal submitted by C. S. Margison, Inc., as set forth in the Department of Public Works lease proposal outline dated April 1, 1971 to construct housing facilities for Western Connecticut State College.

The Fiscal Policy Committee, on behalf of the full Commission, is authorized to make any amendments to this action necessary to implement this lease.

It is understood that the Department of Public Works will negotiate for, and sign the lease with the approval of the Department of Finance and Control.



Warren G. Hill, Chancellor
Commission for Higher Education

4/12/71

STATE OF CONNECTICUT

ROBERT K. KILLIAN
ATTORNEY GENERAL



ATTORNEY GENERAL'S OFFICE
30 TRINITY STREET
HARTFORD

Telephone No.: 566-3687

April 27, 1971

Honorable Edward Kozlowski
Commissioner
Department of Public Works
State Office Building
Hartford, Connecticut

Dear Commissioner Kozlowski:

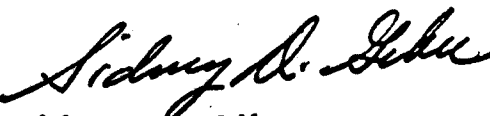
By your letter dated April 26, 1971, you asked us if Section 10-109b G.S. provides sufficient authority to allow a contractor to enter into State-owned property and construct an apartment building which will be leased to the State. In our opinion, Section 10-109b is only authority for the Board of Trustees for the State Colleges to enter into a transaction as the lessee of the physical facilities and does not constitute authority to enter into a lease-lease back transaction.

You also asked our advice concerning certain problems with the lease-lease back of a dormitory for Eastern Connecticut State College in the City of Willimantic. Please be advised that we have already been advised of this situation and are presently studying the problem.

In view of the problems created in Willimantic by the incorrect procedures followed in the attempted lease-lease back, we suggest that you consult with this office prior to any further attempts at the lease-lease back transaction.

Very truly yours,

Robert K. Killian
Attorney General

By 
Sidney D. Giber
Assistant Attorney General

SDG:h

April 8, 1971

Warren G. Hill, Chancellor
Commission for Higher Education
340 Capitol Avenue
Hartford, Connecticut 06115

Dear Chancellor Hill:

At the April 2 meeting of the Board of Trustees for State Colleges lease acquisition with option to buy a three-level apartment building containing 28 two-bedroom apartments to accommodate approximately 112 students for Western Connecticut State College, Danbury was discussed. The attached Public Works lease proposal outline had been submitted as the basis for agreement between the Board of Trustees, Public Works Department, and C. S. Margison, Inc. of Farmington, Connecticut.

During the discussion, question arose as to the adequacy of provisions for on-site inspection of the work in progress during construction. As a satisfactory answer concerning the inspection that would be provided could not be given at that point, the Board authorized the Planning Committee of the Board of Trustees to further investigate the situation, and upon satisfactory resolution of the problem, act on behalf of the Board in authorizing acceptance of the lease proposal. In the event that the Planning Committee gave such approval, the action would be ratified at the May meeting of the Board of Trustees.

As the completion of the project, by September 1971, depends upon the contractor starting work during the month of April it is important that approvals, if given, be given as soon as possible.

In order to assist in facilitating this matter, will you please bring it to the attention of the Commission at their April 12 meeting and seek their authorization for the Commission staff to act on this subject, with later ratification by the CHE, immediately following our Planning Committee approval.

Sincerely,

W. F. Croft
Associate Executive Secretary

WFC/b
cc: W.R. Bokelman

April 21, 1971

Dr. Ruth A. Haas
President
Western Connecticut State College
191 White Street
Danbury, Connecticut 06810

Dear Dr. Haas:

Attached for your records are copies of resolutions concerning the lease proposal submitted by C. S. Margison, Inc., to construct housing facilities at Western. The resolutions are those adopted by the Board of Trustees at their April 2 meeting, and the Commission for Higher Education at their April 12 meeting.

Sincerely,

W. F. Croft
Associate Executive Secretary

WFC/b
att.

cc: Dr. M. J. Rudner

INTERDEPARTMENT MESSAGE

STO 230 2/69

SAVE TIME: *Handwritten messages are acceptable.**Use carbon if you really need a copy*

TO	Board of Trustees	AGENCY	DATE
	Attention: D. Basch		July 28, 1971
FROM	Ruth A. Haas	AGENCY	TELEPHONE
		Western Connecticut State College	792-1400, Ext. 201
SUBJECT	Lease - Purchase of Apartment House		

Please reactivate the proposal for lease-purchase agreement for a 28 unit apartment house as proposed by C. S. Margison, Inc. in his letter dated March 4, 1971 attached.

After discussing approximately seven proposals with the leasing division of public works, it is felt that the proposal offered by C. S. Margison, Inc. best meets the needs of the college.

Ruth A. Haas

RAH:evg

President

SAVE TIME: *If convenient, handwrite reply to sender on this same sheet.*

Lease Proposal Outline

August 2, 1971

- ITEM:** Lease acquisition with options to buy a 3-level ^{dormitory} apartment building containing twenty-eight (28) 2-bedroom apartments to accommodate approximately 112 students for Western Connecticut State College.
- LOCATION:** State-owned land, on the South side of White Street, Danbury, Connecticut on the campus of Western Connecticut State College.
- LESSOR:** C. S. Margison, Inc., 32 Shady Lane, Farmington, Connecticut 06032.
- SPACE:** A 3-story non-combustible ^{dormitory} apartment building to house approximately 112 students to be erected on State-owned land. The lease and all work to be performed by the Lessor in accordance with plans and specifications, shall be approved by the Board of Trustees for State Colleges, Western Connecticut State College, and the Lease Division of the Public Works Department.
- EFFECTIVE DATE:** The first day of the month next following completion of all work by the Lessor and acceptance by the State on or before September 1, 1971. This effective date is contingent upon the Lessor's receiving written authorization to commence construction on or before May 1, 1971.
- TERM:** Thirty (30) years from the effective date as noted above.
- RATE:** During the first year of the term, rental shall be \$56,000.00 payable \$14,000.00 quarterly. During the balance of the thirty (30) year lease term the rental shall be \$82,800.00 per year payable in equal quarterly installments of \$20,700.00 quarterly in advance.
- FACILITIES:** The Lessor will furnish and pay for: the initial construction of the building in accordance with plans and specifications approved as indicated above, together with all utilities and site work necessary to make the facility ready for occupancy by the College except for installation of furniture and furnishings. Lessor will perform exterior and major structural repairs during the lease term only.
- The quality of all materials and workmanship, appliances, fixtures, and equipment shall be equivalent to that normally provided in a first class apartment building. The kitchen shall include: cabinets and counters; sinks, without garbage disposals; frost-free refrigerator with freezer compartment and a range with self-cleaning oven. All appliances to be of a size and quality normally found in apartment buildings of this type.
- The bathrooms will have ceramic tile floors and wainscot except around the tub area where tile shall extend to the ceiling.
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Lessee will pay for: all utility consumption and services it deems necessary for its use and occupancy of the premises including but not limited to: heat; electricity; gas; water; rubbish removal; janitor service; groundskeeping; snow and ice removal; interior repairs and maintenance; and reimbursement of any municipal permit or building fees and any municipal real estate taxes which may be levied against property of the Lessor. Any such fees or taxes levied by the municipality against the Lessor shall be paid by the Lessor and reimbursed by the Lessee as additional rent by the payment of additional quarterly installments added to the lease term to the extent necessary to effect full reimbursement with actual carrying charges borne by the Lessor and arising out of deferred reimbursement.

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Rent for such partial occupancy shall be on a month-to-month basis only but otherwise on the same terms and conditions. Rental shall be pro-rated on the basis of \$166.67 per month per apartment until completion of all work by Lessor at which time the initial lease term shall commence.

Time of completion is of the essence. If by September 1, 1971 the Lessor fails to have ready for occupancy at least 18 apartments then, in that event, the Lessee shall not be obligated to pay rent for the completed project but instead it shall pay rent only for those apartments which are actually occupied by the Lessee in which event, full rental shall not commence until all apartments are fully occupied or until September 1, 1973 whichever shall occur first. In the event of such partial occupancy, rental shall be pro rated on the basis of \$166.67 per month per apartment.

b. During the last quarter of the first year of the lease term, the Lessee, at its option, may purchase the demised premises for the sum of \$630,000.00. The purchase price at the option of the Lessee may be paid in a lump sum or in 116 quarterly installments of \$14,000.00 each, payable the first day of each quarter, quarterly in advance. The completion of 116 quarterly payments shall represent payment in full.

If the Lessee elects to pay the purchase price in installments as aforesaid, title to the demised premises will vest in the Lessee at time of exercise of option. Upon title vesting in Lessee, Lessor from that date shall warrant and guarantee the demised premises free from all defects in material and workmanship for a period of 1-year.

At its further option, the State may prepay without penalty the unamortized balance of the purchase price at any time after the 20th quarterly installment is paid. The unamortized balance of the purchase price may be prepaid by the Lessee at any time prior to the 20th quarterly installment provided the Lessee also pays a prepayment penalty equal to one-half ($\frac{1}{2}$) of one per cent (1%) of the unamortized balance of the purchase price. The unamortized balance of the purchase price shall be determined in accordance with an amortization schedule based on the principal sum of \$630,000.00 at an annual interest rate of 8% for a term of 30 years.

c. At Lessee's option Lessor will furnish all of the apartments in accordance with an inventory of furniture and furnishings provided by the Lessee, and install in place all such inventory items for a monthly rental consideration which shall be equal to the payment established by an amortization schedule based on a principal sum which shall not exceed \$50,000.00, an annual interest rate not to exceed 8% and a term not exceeding 8-years. At the end of the lease term for said furniture and furnishings the Lessor may purchase same for the sum of \$1.00. At its further option, Lessee may prepay the rental and take title at any time without penalty by paying the unamortized balance as determined from the above described amortization schedule.

REMARKS:

The College is in dire need of male student housing which this facility will satisfy. Several proposals were received and evaluated. All were based on non-combustible construction and a September 1, 1971 delivery date. This proposal is being recommended because:

1. It is the most economical of all proposals received.
2. It conforms to the housing needs of the College in better fashion than any other proposal received.
3. The proponent - builder is experienced and qualified for the type of project involved.
4. The proponent - builder has proper financing arranged to assure his ability to move forward and satisfactorily complete the project.

APPROVED: _____

DISAPPROVED: _____

date
 J. Eugene Smith, Executive Secretary
 Board of Trustees for State Colleges

September 13, 1971

Department of Public Works
Leasing Division
State Office Building
Hartford, Connecticut

Attention: Mr. Ray Johns

Dear Mr. Johns:

Enclosed is signed resolution on student housing at Western Connecticut State College approved at our last Board meeting on September 10, 1971.

Sincerely,

J. Eugene Smith
Executive Secretary

DB/b
encl.

W. Robert Bokelman
Associate Director
David Basch
Planning Director

Commission for Higher Education

September 13, 1971

Board of Trustees for State Colleges

Enclosed is resolution on student housing at Western Connecticut State College passed at our last Board meeting on September 10, 1971 and about which I spoke to you over the phone.

Please let us know what further action CHE will take on this matter.

DB/b
encl.



STATE OF CONNECTICUT

COMMISSION FOR HIGHER EDUCATION

P.O. Box 1320

HARTFORD, CONNECTICUT 06115

AREA CODE 203 566-3912

October 7, 1971

Dr. J. Eugene Smith
Executive Secretary
80 Pratt Street
Hartford, Connecticut 06103

Dear Dr. Smith:

At a regular meeting of the Commission for Higher Education held at Housatonic Community College on October 5, 1971, a quorum being present and voting, a resolution was passed approving a lease proposal between the Board of Trustees for State Colleges and C. S. Margison, Inc., to construct housing facilities for Western Connecticut State College. A copy of the resolution is attached.

*10/22
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The Commission tabled a resolution that would have approved the acquisition of 10 parcels of land, totalling approximately four acres of land, for Southern Connecticut State College. The basis of the tabling action was that the institution's comprehensive campus plan had not been accepted by the Board of Trustees and had not been presented to the Commission.

*10/22
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This item will be on the agenda of the Commission's meeting in November.

Sincerely,

W. Robert Bokelman
Associate Director

WRH:kkk

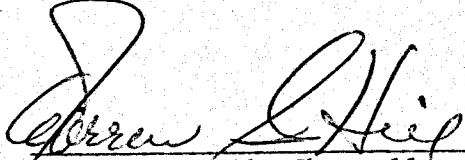
Attachment

cc: Mr. Edward Kozlowski, Public Works Department
Mr. Adolf Carlson, Finance and Control Department
Mr. Fred Schuckman, Budget Division
Mr. Michael Ahern, Attorney General

RESOLVED that the Commission for Higher Education, subject to its responsibilities contained in Section 10-109b of the 1969 Supplement to the General Statutes to approve plans for the expansion and development of institutions in the public system of higher education and to approve leases for physical facilities for such institutions, approves acceptance by the Board of Trustees for State Colleges of the lease proposal submitted by C. S. Margison, Inc., as set forth in the Department of Public Works lease proposal outline dated August 2, 1971, to construct housing facilities for Western Connecticut State College.

The Fiscal Policy Committee, on behalf of the full Commission, is authorized to make any amendments to this action necessary to implement this lease.

It is understood that the Department of Public Works will negotiate for, and sign the lease with the approval of the Department of Finance and Control and the Attorney General.


Warren G. Hill, Chancellor
Commission for Higher Education

10/5/71