



RESOLUTION

concerning

THE LEASING OF PROPERTY LOCATED ON THE CAMPUS  
OF CENTRAL CONNECTICUT STATE UNIVERSITY

TO THE

CAPITOL REGION EDUCATION COUNCIL

November 4, 1994

- WHEREAS, The Board of Trustees for Connecticut State University, through Resolution 94-22 dated April 8, 1994, approved the continued planning for a magnet school to be constructed at the present location of Arute Field at Central Connecticut State University, and
- WHEREAS, The development of a magnet school is consistent with the historic mission of the Connecticut State University with respect to teacher training and improvement of public education, and
- WHEREAS, Subsequent investigation resulted in the identification of an alternative campus site which better meets the needs of the magnet school without having an impact on existing facilities and programs at Central Connecticut State University, and
- WHEREAS, Central Connecticut State University's School of Education and Professional Development has committed resources to develop the Early Childhood Magnet School as a professional development site for early childhood teacher training, and
- WHEREAS, The Early Childhood Magnet School will provide benefit to Central Connecticut State University's School of Education and Professional Studies and to the other three state Universities in many areas including teacher training, faculty research and community outreach, and
- WHEREAS, The five local Boards of Education involved in the planning of the magnet school have finalized their commitment to the program by voting to participate in the Early Childhood Magnet School, and
- WHEREAS, The Capitol Region Education Council has agreed to grant Central Connecticut State University final approval of the plans, specifications and elevations of the school to be constructed on its property, and



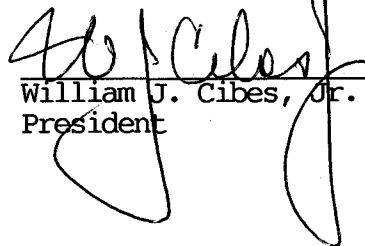
WHEREAS, Proof of agreement to proceed in the form of a lease is required before the Capitol Region Education Council can proceed and obtain bond commission approval of the \$14,500,000 of funding allocated for the design and construction of the Early Childhood Magnet School, and

WHEREAS, Public Act 93-201 Section 3(g) authorizes the Board of Trustees to enter into leases, therefore be it

RESOLVED, That the Board of Trustees for the Connecticut State University system approve the leasing of approximately 10 acres of land on Central Connecticut State University's campus bounded on the north by private property, on the west by Barbour Road, on the south by Ella Grasso Boulevard, and on the east by State Route 9 right-of-way, to the Capitol Region Education Council for the purpose of constructing an Early Childhood Magnet School, and be it further

RESOLVED, That the President of the Connecticut State University system is authorized to negotiate and execute a lease between the Connecticut State University system and the Capitol Region Education Council in consultation with and on behalf of Central Connecticut State University.

A Certified True Copy:

  
William J. Cibes, Jr.  
President

TREATMENT

DXF-47(105)

.00  
.94  
OF CONSTRUCTION

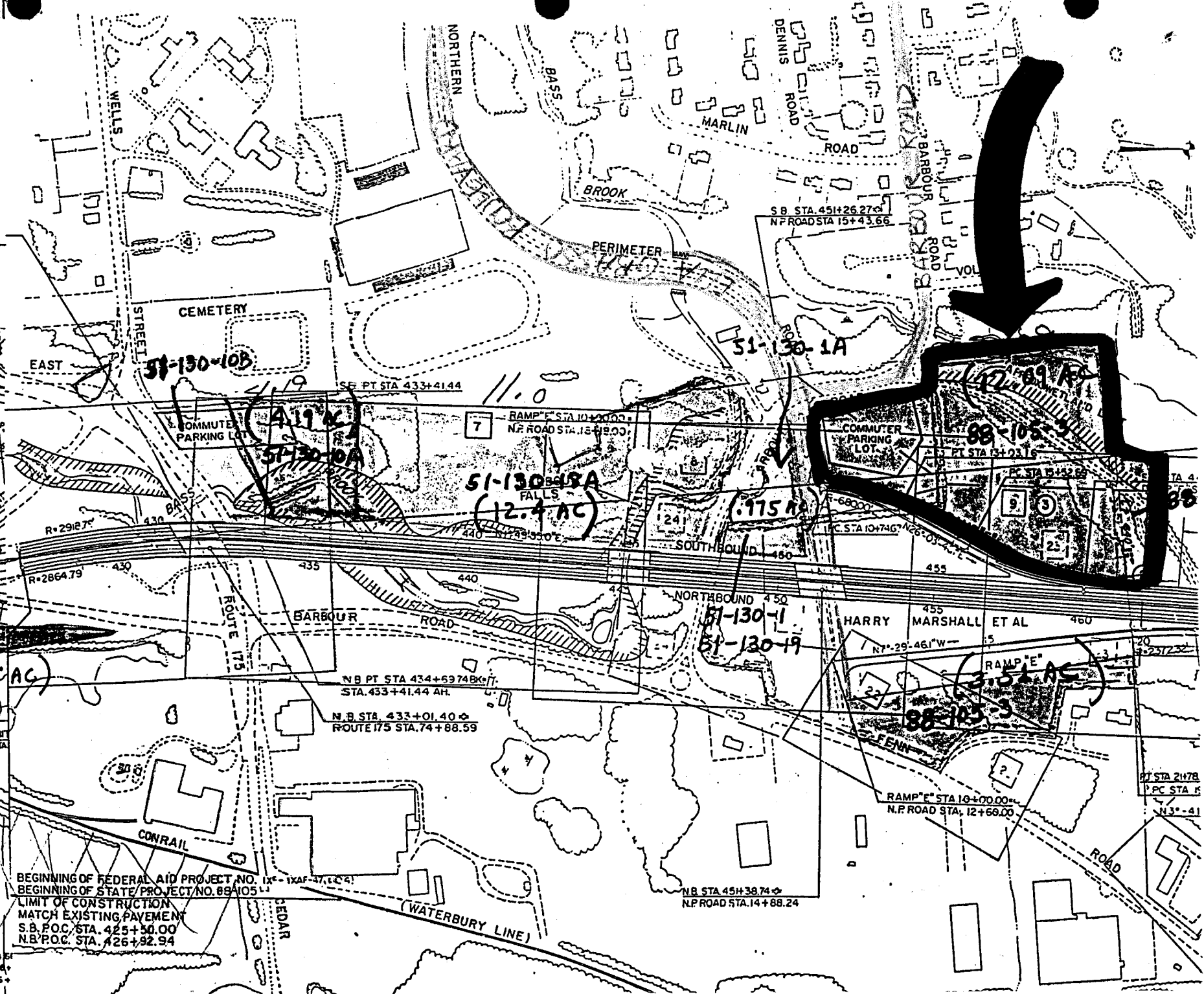
PRINCETON STREET  
16A B

STA 64+40.41  
R=96.732

ITEM  
NO 88-105  
NOTE 11

OK GILBERT

ITEM  
NO 88-105  
L=124.51  
STA 47+39.29 TO STA 416+  
STA 45+48.29 TO STA 416+



BEGINNING OF FEDERAL AID PROJECT NO. 1X-1XAF-47(105)  
 BEGINNING OF STATE PROJECT NO. 88-105  
 LIMIT OF CONSTRUCTION  
 MATCH EXISTING PAVEMENT  
 S.B. P.O.C. STA. 425+50.00  
 N.B. P.O.C. STA. 426+92.94

N.B. PT STA 434+53.74 BK+IT  
 STA. 433+41.44 AH.  
 N.B. STA. 433+01.40  
 ROUTE 175 STA. 74+88.59

NB STA 45H+38.74  
 N.P. ROAD STA. 14+68.24

RAMP "E" STA 10+00.00  
 N.P. ROAD STA. 12+69.00

PT STA 2178  
 P.C. STA 15  
 N3°-41'



Connecticut  
State  
University

Central • Eastern • Southern • Western

*file w/press*

*Magnet School*

P.O. Box 2008, New Britain, Connecticut 06050  
Phone: (203) 827-7700  
Fax: (203) 827-7406

1995 JAN  
RECEIVED  
JAN 13 1995

To: John Allison, Executive Director  
Capital Region Education Council  
111 Charter Oak Avenue  
Hartford, CT 06106

From: Nancy Tinker, Director of Planning

*Nancy Tinker*

Date: January 13, 1995

Subj.: Executed Lease - CCSU Land for Magnet School

Enclosed please find your copy of the executed lease between the Connecticut State University and the Capital Region Education Council for the purpose of constructing a magnet school which I received from the Attorney General's Office. Please feel free to contact me if you have any questions.

cc: W. J. Cibes, Jr., CSU  
J. Shumaker, CCSU  
S. Gumbs, CSU  
S. Mitchell, CCSU ✓  
T. Dean, CREC



An Equal  
Opportunity  
Employer

LEASE

This lease is made and entered into the <sup>1st</sup> day of December 1994 by and between the State of Connecticut, for The Connecticut State University System, hereafter called the LESSOR, acting herein by William J. Cibes, Jr., President, The Connecticut State University System, pursuant to the provisions of Connecticut Public Act 93-210, Section 3 (G) and the Capitol Region Education Council hereinafter called the LESSEE, having its principal place of business at 111 Charter Oak Avenue in the City of Hartford, County of Hartford.

W I T N E S S E T H

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The LESSOR hereby leases unto the LESSEE the premises situated in the City of New Britain and the Town of Newington, county of Hartford, State of Connecticut, and more particularly described in the schedule attached to and made part of this lease agreement as Exhibit "A". As used in this lease agreement, the term "premises" refers to the real property above described and to any improvements located on the property during the term of this lease agreement.

These premises to be used by the LESSEE for the purpose of constructing a public early childhood center/elementary magnet school enrolling students from among the following school districts: New Britain, Farmington, Newington, Plainville and Southington, and for no other purpose.

2. The term of the lease shall be for twenty-six years commencing on December 1, 1994. Provided LESSEE is not then in default under this lease, LESSOR shall have the right to negotiate the renewal of the term for four (4) successive ten (10) year terms, upon not less than one (1) year written notice to LESSOR.
3. The LESSEE shall pay the LESSOR the rental of \$1.00 per year.

Checks in payment of the rent shall be made payable to the order of the Treasurer, State of Connecticut and shall be sent to Vice President, Finance and Management, Connecticut State University System, P.O. Box 2008, New Britain, CT 06050-2008 or subsequent address to be provided.

4. The LESSEE will provide and pay for the following:

All utilities (including, but not limited to, water, electric, heating, and sewer), maintenance and repair of the leased premises (including, but not limited to repair and maintenance of the heating and air condition systems), snow and ice removal, and insurance.

5. The LESSEE agrees that the LESSOR shall have the right to enter upon the leased premises at any reasonable time upon reasonable notice or from time to

time for whatever reasonable purpose the LESSOR deems necessary.

6. It is understood that taxes, assessments, special assessments or special permits, or similar charges, if any, related to the leased premises, of any nature whatsoever, shall be the responsibility of the LESSEE.

7. The LESSEE agrees that it will use the leased 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 New Britain and the Town of Newington 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.

8. The parties hereto also agree that this lease is not to be assigned and that the leased premises are not to sublet, in whole or in part, by the LESSEE without the prior written consent of the President, Connecticut State University System. In the event such consent is given, the LESSEE shall not be relieved from any obligation under this lease by reason of any such assignment or subletting.

9. All personal property of every kind and description which may at any time be in the leased premises shall be at the LESSEE's sole risk and the LESSOR shall have no liability therefor. The LESSEE shall maintain its own insurance policy covering such personal property.

10. The LESSEE shall at all times protect, defend, indemnify and 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 or the LESSOR 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 or the LESSOR), caused in whole or in part by the acts, omissions, or neglect of the LESSEE or the invitees of the LESSEE. The LESSEE shall provide and maintain public liability insurance, with LESSOR named as an additional insured, in a combined single minimum amount of \$5,000,000.00 for bodily injury and property damage to protect the interest of the LESSOR as it appears herein, and shall provide the LESSOR with a certificate of insurance to this effect, all at no cost to the LESSOR. The related insurance policy shall contain a provision that the insurer will waive the defense of governmental immunity in the protection of such interest of the LESSOR. The required certificate of insurance shall include a statement that the LESSOR is an additional insured and that the insurer will waive the aforementioned defense.

LESSEE shall maintain casualty insurance on the demised premises on an "All Risk" basis in an amount no less than full replacement value of the demised premises. LESSEE shall provide to LESSOR on an annual basis a certificate of insurance that includes a statement indicating that the LESSEE is the loss payee.

11. At the expiration or other termination of this lease, the LESSEE will surrender the demised premises in as good condition as that existing at the

beginning of the lease term except for reasonable use and wear thereof and except for damage caused by unavoidable circumstances and except for any alterations or additions which may have been made by the LESSEE at the LESSEE'S expense. Any such alterations or additions shall become at no cost to the LESSOR, the property of the LESSOR upon lease termination.

12. Notices from the LESSOR to the LESSEE shall be sufficient if delivered to the LESSEE in care of its trustee, or if placed with the United States Postal Service properly addressed to the LESSEE in care of its executive director. Notices from the LESSEE to the LESSOR shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the President, The Connecticut State University System, P.O. Box 2008, New Britain, CT 06050-2008.

13. 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.

14. This agreement, whatever the circumstances shall not be binding on the LESSOR unless and until approved by the Attorney General of the State of Connecticut and delivered to the LESSEE.

15. On or before the one (1) year anniversary of the execution of this lease, lessee shall, at lessee's sole expense, prepare plans and specifications for a new building to be erected on the premises which shall provide for an early childhood center/elementary school building. Such plans and specifications shall be submitted to the President of Central Connecticut State University or his or her designee for lessor's written approval or any revisions required. Lessor shall not unreasonably withhold such approval, and in the event of disapproval, lessor shall give to lessee an itemized statement of reasons for disapproval within thirty (30) days after the plans and specifications are submitted to lessor. If the LESSOR has not so disapproved within the thirty (30) day period, the plans will be deemed to be approved. Any changes in such plans and specifications which affect the function, exterior configuration or appearance of the proposed building shall be submitted to LESSOR for its approval. Such changes shall be approved or disapproved by LESSOR in writing within fifteen (15) days. LESSOR shall state its reasons for disapproval, and if not disapproved within fifteen (15) days, shall be deemed to have approved such changes. LESSOR shall cooperate with LESSEE in obtaining any necessary governmental approvals and or permits required for LESSEE'S construction provided that LESSOR shall not be obligated to incur any out of pocket expense in connection with such cooperation. The failure of lessee to submit said plans and specifications within one (1) year of the execution of this lease shall constitute a default by lessee under the provisions of this lease and among other remedies, shall permit the lessor to terminate the leasehold. Any new building constructed by lessee on the premises, and all alterations, improvements, changes, or additions made in or to the premises shall be the property of the lessee until the termination of this lease.

16. The lessee shall have the right to make such alterations, improvements and changes to any building constructed on the premises as lessee may deem necessary, or to replace any building with a new one of at least equal value,

provided that prior to making any external structural alterations, improvements, or changes, or to replacing any building, lessee shall obtain lessor's written approval of plans and specifications therefore, which approval lessor shall not unreasonably withhold or delay. In no event will the lessee make any alterations, improvements or other changes of any kind to any building on the premises that will materially decrease the value of the building, or that will adversely affect the structural integrity of the building.

17. For the purposes of this section, the word "contractor" is substituted to and has the same meaning and effect as if it read "LESSEE". This section is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor 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, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state



that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56, provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

18. For the purposes of this section, the word "contractor" is substituted for and has the same meaning and effect as if it read "LESSEE." This section is inserted in connection with subsection (a) of Section 4a-60a of the General

Statutes of Connecticut, as revised.

(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

19. Lessor shall provide Lessee with written notice of any default pursuant to this Lease, and Lessee shall have thirty (30) days following the date of such notice to cure such default before Lessor shall be entitled to exercise any remedy for such default, provided, however, that if the default is of such a nature that it may not be reasonably cured within thirty (30) days, then Lessee shall have an additional ninety (90) days to cure such default. Provided that Lessee diligently commences and proceeds to cure such default extensions of time beyond ninety (90) days may be granted in writing from either the President of Central Connecticut State University or his or her designee.

20. Provided that Lessee is not in default under this lease, Lessee's quiet enjoyment of the leased premises or any part thereof shall not be disturbed by any act of Lessor or anyone claiming through Lessor.

21. Upon request by either party, both parties shall execute a memorandum of lease in recordable form and either party shall be entitled to record such memorandum.

22. Should an Environmental Impact Assessment or other technical study prepared in conjunction with the construction of the early childhood magnet school determine problems on the property which without remediation render the property unfit for construction, such circumstance will be grounds for termination of the lease.

23. The LESSOR shall not have any obligations under this lease except those expressly provided herein.

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

Signed in the presence of:

*Thomas Dean*  
Thomas Dean

*Janet LeBaron*  
Janet LeBaron

*Reid W. Worley*

*Nancy Tucker*

Capitol Region Education Council

By *George S. Synodi*  
GEORGE S. SYNODI

duly authorized *Director of Business Affairs*

Date signed: 12/1/94

State of Connecticut

By *William J. Cibes, Jr.*  
William J. Cibes, Jr.  
President  
The Connecticut State  
University System

Date signed: 12/1/94

State of Connecticut }  
County of Hartford } ss *Harold*

The foregoing instrument was acknowledged before me this day of 1 December, 1994 by *George S. Synodi*, duly authorized on behalf of Capitol Region Education Council.

In witness whereof I hereunto set my hand.

*Thomas Dean*

Commissioner of the Superior Court

~~Notary Public~~

~~My commission expires~~

State of Connecticut  
County of Hartford

*Marjorie A. London*, On this the 1<sup>st</sup> day of December, 1994 before me,  
the undersigned officer, personally appeared W. J. Cibes, Jr.,  
President, The Connecticut State University System, known to me to be the person  
described in the foregoing instrument, and acknowledged that he executed the  
same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

*Marjorie A. London*  
\_\_\_\_\_  
~~Notary Public~~ *Commissioner of the Superior*  
~~My commission expires~~ *Court*

APPROVED: *[Signature]*

~~Deputy~~ Attorney General  
*Assistant*

Date: 12/27, 1994

EXHIBIT "A"

That certain parcel of land situated in the City of New Britain and the Town of Newington, County of Hartford, and State of Connecticut and designated as Parcel #1 as shown on a plan entitled "Towns of New Britain & Newington Map Showing Land Transferred to THE BOARD OF TRUSTEES FOR THE CONNECTICUT STATE UNIVERSITY SYSTEM from THE STATE OF CONNECTICUT Department of Transportation Scale 1"=80' February 1994 James F. Byrnes Jr., P.E." which plan is recorded in the land records of the Town of Newington and the City of New Britain.

Said parcel is more particularly bounded and described as follows:

Commencing at a monument fifty (50) feet northerly from the northerly side of Ella Grasso Boulevard in the City of New Britain at the easterly side of Barbour Road; thence northwesterly a distance of 46.98 feet to a point on the easterly side of Barbour Road; thence northerly along Barbour Road a distance of 350 feet more or less to a point thence westerly along the northerly side of Barbour Road a distance of 88.88 feet to a point; thence northerly along Barbour Street, land now or formerly of Soi J. Cohen, Ann Bellu, Raphael J. Dufault, and Frank A. Volpe, et al, in part by each, a distance of 583.82 feet to a point; thence easterly along said land of Volpe a distance of 362.45 feet to a point; thence by an interior angle of 269 -42'-30" the line runs northerly along said land of Volpe and land now or formerly of The City of New Britain, in part by each, a distance of 209.51 feet to a point at land of the State of Connecticut

Department of Transportation; thence by an interior angle of  $80^{\circ} - 42' - 40''$  the line turns and runs in an easterly direction a distance of 367.39 feet to a point at the westerly non-access highway line for Connecticut Route 9; thence by an interior angle of  $90^{\circ} - 00' - 00''$  the line turns and runs southerly a distance of 65.00 feet to a monument; thence by an interior angle of  $182^{\circ} - 17' - 30''$  the line turns and runs a distance of 200.16 feet to a monument; thence by an interior angle of  $170^{\circ} - 52' - 40''$  the line turns and runs a distance of 164.01 feet to a monument; thence by an interior angle of  $169^{\circ} - 36' - 50''$  the line turns and runs along the arc of a curve to the right having a radius of 921.28 feet a distance of 226.24 feet to a monument; thence by an interior angle of  $172^{\circ} - 57' - 50''$  the line turns and runs a distance of 249.73 feet to a monument; thence by an interior angle of  $189^{\circ} - 37' - 30''$  the line turns and runs along the arc of a curve to the left having a radius of 765.00 feet a distance of 257.05 feet to a monument; thence by an interior angle of  $189^{\circ} 37' 30''$  the line turns and runs a distance of 49.71 feet to a monument; thence by an interior angle of  $108^{\circ} 02' 00''$  the line turns and runs a distance of 159.40 feet to the place and point of commencement.

Said parcel contains 12.09 acres more or less.