


CSU

THE CONNECTICUT STATE UNIVERSITY

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

RESOLUTION

concerning

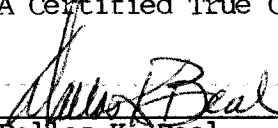
THE LEASING OF APPROXIMATELY FORTY ACRES OF LAND
ON THE WESTSIDE CAMPUS OF
WESTERN CONNECTICUT STATE UNIVERSITY
TO THE
CHARLES IVES CENTER FOR THE ARTS, INC.

July 24, 1987

- WHEREAS, The Charles Ives Center for the Arts, Inc., a civic organization in Danbury, Connecticut has leased approximately 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, and
- WHEREAS, Negotiations for renewal of the lease between the Department of Public Works and the Charles Ives Center for the Arts, Inc. have introduced a new feature not found in the original lease and not considered previously by the Board of Trustees of the Connecticut State University, now, therefore, be it
- RESOLVED, That the Board of Trustees Resolution 87-88 of June 19, 1987, be rescinded, and be it
- RESOLVED, That the Board of Trustees of the Connecticut State University approves the execution of a new lease of the same approximate forty acres of land on the westside campus of Western Connecticut State University as specified in the lease of July 5, 1984, and on the same terms as in the aforesaid lease except that the new lease will be for a three year term with option of renewal for nine consecutive three year terms upon consent of both the Ives Center (lessee) and Board of Trustees and State of Connecticut (lessor) as stated in the draft lease attached hereto, and be it
- RESOLVED, That the Board of Trustees of the Connecticut State University recommends that the Department of Public Works institute a lease between the consenting parties based on the terms of the aforementioned attached draft lease, and be it

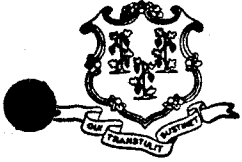
RESOLVED, That the President of the Connecticut State University is empowered to sign the aforesaid lease on behalf of the Board of Trustees of the Connecticut State University.

A Certified True Copy:


Dallas K. Beal
President

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS



Donald Cassin
Commissioner

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

May 3, 1990

Ms. Mary Wabley, President
The Charles Ives Center for the Arts
at Western Connecticut State University
P. O. Box 2957
Danbury, CT. 06813

Der Ms. Wabley:

We are pleased to renew the lease dated July 29, 1987 between the State of Connecticut and The Charles Ives Center for the Arts for a three (3) year term at the same terms and conditions of the original lease.

We note that the certificate of insurance on record has expired. Please provide an updated certificate.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Anthony M. Ciarlone".

Anthony M. Ciarlone, Administrator
Leasing and Property Transfer

AMC:SA:lr (2)

cc: Dallas K. Beal, President, CSU
Stephen Feldman, President, WCSU
Fred Leuthauser, Executive Dean, WCSU
Lease file (SA)



Western Connecticut State University

A Campus of the Connecticut State University

Danbury, Connecticut 06810 • 203 / 797-4201

7902

C.S.U.

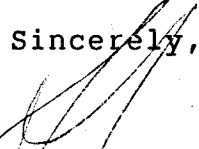
Office of the President

March 23, 1990

Dr. Dallas K. Beal
President
Connecticut State University
P.O. Box 2008
New Britain, CT 06050

Dear Dallas:

We do want to renew the lease with the Charles Ives Center for three years. Will you please forward that request to Anthony Ciarlone in response to his letter dated March 19.

Sincerely,

Stephen Feldman
President

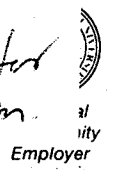
jpb
Encl.
c: F. Leuthauser

Process
to
Do we need a
board
Res?

Toni
We do not need a reso to extend the lease. Dr Beal will need to affirm that CSU wishes to extend the lease.
The lessor must pay a rental fee of \$1.00
"The Treasurer of the State of Conn." send check to DAS.

Charlie

Develop letter for Beal's sign



CS



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

RECEIVED

MAR 23 1990

Donald Cassin
Commissioner

INTEROFFICE MEMORANDUM

TO: Dr. Dallas Beal, President
Connecticut State University
P. O. Box 2008
New Britain, CT

DATE: March 19, 1990

FROM: Anthony M. Ciarlone, Administrator
Leasing and Property Transfer
Department of Public Works,
Hartford, CT

RE: The Charles Ives Center for the Arts
Western Connecticut State University

The Charles Ives Center for the Arts currently leases approximately forty (40) acres of land and related structures at the west side campus of Western Connecticut State University. The initial lease term will expire on June 11, 1990. The lease term may be extended for nine (9) consecutive three year terms.

The Charles Ives Center for the Arts has requested that the lease be extended for the first of the nine (9) three year terms.

We are requesting your approval or disapproval of the request to extend the lease.

For your information we are attaching a copy of the lease.

If there are any questions, please do not hesitate to contact this office.

AMC:mk
cc: Stephen Feldmen, Pres. WCSU
Fred Leuthauser, Exec. Dean, WCSU
Lease File
(703)

THE CHARLES IVES CENTER FOR THE ARTS

at Western Connecticut State University, Westside Campus

P. O. BOX 2957 • Danbury, CT 06813 • (203) 797-4002

ANTHONY CIARLONE DEPT. OF PUBLIC WORKS MAR 14 1990	
D. CASSIN	E. BRUCE
J. LEUTHAUSER	A. WILSON
M. NAHLEY	SEE ME
	RESPOND BY
	PTI
March 13 1990	Per Your Review
	Priority/Urgent
	LEASE FILE
	# OF COPIES

Board of Directors

- Donald E. Weeden,
Chairman
- Mary D. Nahley,
President
- June K. Goodman,
Vice-Chairman
- Keir H. Donaldson,
Secretary
- Paul E. Gibson,
Treasurer

Mr. Donald Cassin, Commissioner
Department of Public Works
State Office Building
165 Capital Avenue
Hartford, CT 06106

March 13 1990

✓ R. Smith
✓ Ruents

- John M. Allen
- Richard L. Baldwin
- Paul C. Brickmeier
- Edward J. Feeney
- Robert H. Hall
- Michelle H. James
- Edward M. Kabak
- Ellen Keats
- Frederick J. Leuthauser
- Michael B. Osborne
- Barbara J. Phillips
- Daniel W. Reese
- Barbara J. Rogers
- Mayor Joseph H. Sauer, Jr.
ex officio
- Donald L. Schober
- Charles A. Spire
- Patricia C. Tappen
- William J. Totten
- A. James Ueberroth
- Joan V. Ward
- Timothy D. Ward
- Patricia C. Weeden

Dear Commissioner Cassin:

This letter will serve as a formal request to you for renewal of a lease made between the State of Connecticut and the Charles Ives Center for the Arts, Inc. The term for the present lease extends from June 12, 1987 through June 11, 1990. According to the lease, it may be extended with the State's permission upon ninety (90) days' advance written notice for nine (9) consecutive three (3) year lease terms.

The Charles Ives Center for the Arts is located at the Westside Campus of Western Connecticut State University, University Boulevard, Danbury, CT. On behalf of the Ives Center, Fred Leuthauser, Executive Dean of the University, has talked with Mr. Anthony Ciarlone, Director of Leasing, regarding the renewal of the above-mentioned lease and has received from him a commitment to begin the review process.

Staff

- Mary D. Nahley,
Executive Director
- Kenneth A. Fricker,
Artistic Director
- Keir H. Donaldson,
Program Director
- Helen M. Masterson,
Administrative Director

If you need additional information in order to expedite this matter or if I can answer questions, please do not hesitate to contact me. I look forward to your prompt reply.

Sincerely,

Mary Nahley

Mary Nahley
President

Contributions to
The Charles Ives Center
for the Arts, Inc.
are tax deductible

cc: Fred Leuthauser, Executive Dean, WCSU
Atty. Robert Hall

COMMISSIONER DEPT. OF PUBLIC WORKS MAR 12 '90	
<input checked="" type="checkbox"/> D. Cassin	D. Cmr. Arts
<input checked="" type="checkbox"/> J. Leuthauser	<input checked="" type="checkbox"/> Ch. Adm. Off.
<input checked="" type="checkbox"/> M. Nahley	Ext. Services
	Des. & Rev.
	Fac. Mgt.
	Constr.
	Fac. Plan.
	Eng. Supp.
	Leasing
	Sp. Proj.
	Fac. Plan.
	Personnel
	Int. Audit
	File
	Comm. & Pub.
	# of copies

25-13-C

LE A S E

This lease, made and entered into this 29th day of July, 1987 by and between the State of Connecticut, hereafter called the LESSOR, acting herein by Donald Cassin, its Department of Public Works Commissioner, pursuant to the provisions of Section 4-128d of the General Statutes of Connecticut, as amended, and The Charles Ives Center for the Arts, Inc., hereafter referred to as the LESSEE, acting herein by Donald E. Weeden, its Chairman, duly authorized, whose address is 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 and outdoor covered performing stage 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 and outdoor covered performing stage hereby being leased, hereafter 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. The structure is shown on a schematic design prepared by JG Lotto, Landscape Architects, 170 Myrtle Blvd., Larchmont, New York 10538, and Carlton B. Lees, Enoch Crosby Road, Brewster, New York dated January 31, 1986, which design is incorporated herein by reference and made a part hereof as though fully set forth herein.

2. The term of this lease shall be for a period of three (3) years, which period shall extend from June 12, 1987 through June 11, 1990.

3. This lease may be extended, not however, without the LESSOR'S permission, at the end of the base three (3) year term, upon ninety (90) days' advance written notice for nine (9) consecutive three (3) year lease terms.

4. 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.

5. The LESSOR shall furnish to the LESSEE: forty (40) acres of land, the outdoor covered performing stage, and other structures on the premises upon completion.

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.

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

7. 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.

8. 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 Public Works and must comply with all laws and applicable building codes.

9. 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.

10. 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.

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

12. During the leasing time, the Charles Ives Center of the Arts, 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.

13. 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 Charles Ives Center of the Arts 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.

14. Sufficient temporary restroom facilities for the arts events are to be provided and paid for by the Charles Ives Center of the Arts.

15. 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.

16. 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.

17. LESSOR'S procedures for approval of events will be allowed for any proposed event by LESSEE. This will be handled through an official of the LESSOR designated by the president of the LESSOR.

18. 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.

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

20. 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.

21. 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.

22. 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.

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

24. 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 Public Works, 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.

25. 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.

26. 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 compliance with Section 4-114a of the General Statutes of Connecticut, as revised.

The contractor agrees and warrants that in the performance of this contract he 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 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. If the contract is for a public works project, 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 project. The contractor 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 contractor as relate to the provisions of this section and section 46a-56.

27. 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.

28. This lease shall not become effective unless and until it 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 in the presence of:

STATE OF CONNECTICUT

WITNESS: Soo Yean Paier BY Donald Cassin L.S.
Donald Cassin, Commissioner
Department of Public Works

WITNESS: Julie A. Gloor

duly authorized

Date Signed: 7/29/87

THE CHARLES IVES CENTER
FOR THE ARTS, INC.

WITNESS: Patricia C. Weeden
Patricia C. Weeden

By: Donald E. Weeden
Donald E. Weeden,
its Chairman
duly authorized

WITNESS: Elizabeth LeBlond
Elizabeth LeBlond

Date Signed: 6-5-87

State of Connecticut
County of FAIRFIELD

The foregoing instrument was acknowledged before me this 15th day of JUNE, 1987 by DONALD E. WEEDEN Chairman of The Charles Ives Center for the Arts, Inc., a Connecticut corporation, on behalf of the corporation.

In witness whereof I hereunto set my hand.

David R. Chymerau

Commissioner of the Superior Court
~~Notary Public~~
~~My commission expires~~

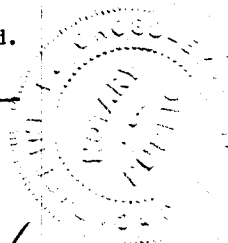
State of Connecticut
County of Hartford

On this the 29th day of July, 1987, before me, Catherine E. Crossley, the undersigned officer, personally appeared Donald Cassin of the State of Connecticut, 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.

Catherine E. Crossley

CATHERINE E. CROSSLEY
Notary Public
My commission expires MARCH 31, 1992.



APPROVED:

[Signature]
Deputy Attorney General

Date: 8/7/87

DRAFT

LEASE

DRAFT

This lease, made and entered into this _____ day of _____, 1987 by and between the State of Connecticut, hereafter called the LESSOR, acting herein by Stephen J. Negri, its Department of Administrative Services Commissioner, pursuant to the provisions of Section 4-128d of the General Statutes of Connecticut, as amended, and The Charles Ives Center for the Arts, Inc., hereafter referred to as the LESSEE, acting herein by Donald E. Weeden, its Chairman, duly authorized, whose address is Post Office Box 801, Danbury, Connecticut 06810.

W I T N E S S E T H

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

20. 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.

21. 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.

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25. 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.

26. 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 compliance with Section 4-114a of the General Statutes of Connecticut, as revised.

The contractor agrees and warrants that in the performance of this contract he 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 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. If the contract is for a public works project, 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 project. The contractor 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 contractor as relate to the provisions of this section and section 46a-56.

27. 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.

28. This lease shall not become effective unless and until it 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 in the presence of:

STATE OF CONNECTICUT

WITNESS: Rebecca Armour

By _____ L.S.
Stephen J. Negri
its Department of Administrative
Services Deputy Commissioner,
duly authorized

WITNESS: Deborah Burghardt

Date Signed: _____

THE CHARLES IVES CENTER
FOR THE ARTS, INC.

WITNESS:

By: _____
Donald E. Weeden,
its Chairman
duly authorized

WITNESS:

Date Signed: _____

State of Connecticut
County of

The foregoing instrument was acknowledged before me this _____ day of _____, 1987 by _____ Chairman of The Charles Ives Center for the Arts, Inc., a Connecticut corporation, on behalf of the corporation.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My commission expires

State of Connecticut
County of Hartford

On this the _____ day of _____, 19____, before me, _____, the undersigned officer, personally appeared Stephen J. Negri, of the State of Connecticut, 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.

Notary Public
My commission expires

APPROVED:

Deputy Attorney General Date: _____



STATE OF CONNECTICUT
Department of Higher Education

XO: aml
aw
TAT

June 30, 1987

Mr. Charles D. Slocum
Capital Projects Coordinator
Connecticut State University
P.O. Box 2008
New Britain, CT 06050

Dear Charlie:

With regard to the enclosed Connecticut State University Board of Trustees resolution No. 87-88, which pertains to the leasing of land at Western Connecticut State University to the Charles Ives Center for the Arts, please note the following:

1. The DAS leasing unit has been negotiating for renewal of the lease for nine, three-year optional periods in accordance with intentions when the land was first leased, rather than for the one, five-year period covered by resolution No. 87-77.
2. In accordance with Sections 4-128 and 4-128d of the Connecticut General Statutes, approval of the lease by the Board of Governors for Higher Education is not required because the lease cost does not exceed \$1,000 per year. Therefore, any further resolutions about this lease should not indicate that it is subject to approval by the Board of Governors.

Please let me know what is done about the lease renewal.

Sincerely yours,

George E. Steinmetz
Staff Associate
Capital Budget and Lesaes

GES/rt

Enclosure

cc: S. Amenta, DAS
L. Palmer, DAS
W. Bowes, DHE
W. Fuller, DHE

RECEIVED

JUL 2 - 1987

THE CONNECTICUT
STATE UNIVERSITY


CSU

THE CONNECTICUT STATE UNIVERSITY

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

RESOLUTION

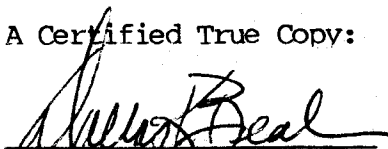
concerning

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