

**MAYOR
CAROLINE SIMMONS**



**CITY OF STAMFORD
OFFICE OF LEGAL AFFAIRS**
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CT 06904 - 2152
Tel: (203) 977-4081
Fax: (203) 977-5560

**DIRECTOR OF LEGAL AFFAIRS
AND CORPORATION COUNSEL
DOUGLAS C. DALENA**

**DEPUTY CORPORATION COUNSEL
VIKKI COOPER**

**ASSISTANT CORPORATION COUNSEL
CYNTHIA C. ANGER
BARBARA L. COUGHLAN
CHRIS DELLASELVA
DANA B. LEE
AMY LIVOLSI
BURT ROSENBERG
MICHAEL S. TOMA**

June 15, 2022

To: Mayor Caroline Simmons

From: Burt Rosenberg, Asst. Corporation Counsel

Re: Our Lady Star of the Sea

Amendment to Lease of School Building to Recreation Department

File No. A17-0304

Attached please find the above described Amendment, which I have approved as to form.

For the past five years, the Recreation Department has leased the school building from Our Lady Star of the Sea for conducting of numerous programs.

It is my understanding that sufficient funds have been appropriated for the rental payments required pursuant to the Lease for FY 2022-2023.

Pursuant to Section 9-7 of the Code of Ordinances, please forward the Amendment to the Planning Board, Board of Finance and Board of Representatives for their respective approval.

Thank you for your consideration.

Encl.

C: Douglas Dalena, Director of Legal Affairs

Laurie Albano, Superintendent of Recreation

Scott Kassouf, Asst. Superintendent of Recreation

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is entered into as of July 1, 2022, by and between OUR LADY STAR OF THE SEA CORPORATION, a Connecticut non-stock corporation with a mailing address of 1200 Shippan Avenue, Stamford, CT 06902, Attention: Father Peter Smolik (“**Landlord**”); and THE CITY OF STAMFORD, a Connecticut municipality with a mailing address of 888 Washington Boulevard, 1st Floor, Stamford, CT 06901, Attention: Recreation Services Division (“**Tenant**”). Landlord and Tenant shall collectively be referred to as the “**Parties.**”

RECITALS

A. Landlord and Tenant entered into that certain Lease dated November 17, 2017 (the “**Lease**”), for the property located at 1170 Shippan Avenue, Stamford, CT 06902 (the “**Property**”). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease.

B. Tenant currently leases (i) the Premises, which consists of 10,885 square feet, on a year-round basis, and (ii) the Additional Premises, which consists of 5,615 square feet, for the Summer only.

C. The Lease expires by its terms on June 30, 2022.

D. Landlord and Tenant have mutually agreed to (i) extend the Lease for an additional five (5) years, and (ii) increase the size of the Premises (and thereby reduce the size of the Additional Premises) by 1,872 square feet, all consistent with the terms below.

NOW, THEREFORE, Landlord and Tenant, in consideration of the foregoing premises and intending to be legally bound, agree as follows:

1. Extension of the Lease Term. The Term of the Lease is extended for five (5) years commencing on July 1, 2022 and expiring on June 30, 2027 (the “**Renewal Term**”).

2. Definition of Premises. Section 1(a) of the Lease is hereby deleted in its entirety and replaced with the following provision:

(a) Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, upon the terms and conditions and for the uses and purposes hereinafter provided: (i) approximately 9,257 square feet of the building formerly known as the Our Lady Star of the Sea School totaling approximately 13,000 square feet (the “**School Building**”) as shown on the map (the “**Map**”) attached hereto as Exhibit A; (ii) the gymnasium, excluding the closet and the confessional contained therein, totaling an additional 3,500 square feet (the “**Gym**”), and associated play grounds; (iii) the existing fixtures, furnishings and equipment (the “**FF&E**”) situated in the School Building and Gym as of the date hereof, provided, however, that Landlord makes no representation or warranty with respect to the condition of the FF&E or its utility; (iv) a

portion of the Property (as defined below) lying to the east of the Church and the Parish Hall (the “**Land**”); and (v) non-exclusive use of the parking lot on the Property for ingress, egress and vehicular parking purposes only (the “**Parking Lot**”). The 12,757 square foot portion of the School Building and the Gym, together with the Land, shall be known as the “**Premises**,” which Premises is depicted on the Map. The remaining 3,743 square foot portion of the School Building shall be known as the “**Additional Premises**,” which Additional Premises is depicted on the Map. The hallways and lavatories located in the School Building shall be known as the “**Shared Use Area**,” which Shared Use Area is depicted on the Map. The Premises, the Additional Premises and the Shared Use Area are collectively referred to hereinafter as the “**Entire Premises**”. The School Building has a mailing address of 1170 Shippan Avenue, Stamford, CT 06902. It is agreed and understood that the Map is for illustrative purposes only.

3. The Map of the Entire Premises. Exhibit A to the Lease is hereby replaced with Exhibit A attached hereto.

4. Rent Charges.

(a) The annual “**Base Rent**” during the Renewal Term shall be as follows:

<u>Lease Years:</u>	<u>Rent PSF:</u>	<u>Premises Square Footage</u>	<u>Rent Per Lease Year:</u>	<u>Quarterly Installments:</u>
6	\$16.56	12,757	\$211,255.92	\$52,813.98
7	\$16.73	12,757	\$213,424.61	\$53,356.15
8	\$16.89	12,757	\$215,465.73	\$53,866.43
9	\$17.06	12,757	\$217,634.42	\$54,408.61
10	\$17.23	12,757	\$219,803.11	\$54,950.78

(b) The annual “**Additional Premises Rent**” during the Renewal Term shall be as follows:

<u>Time Period:</u>	<u>Rent PSF:</u>	<u>Additional Premises Square Footage</u>	<u>Annualized Amount</u>	<u>Summer Installments:</u>
Summer, 2022	\$16.56	3,743	\$61,984.08	\$10,330.68
Summer, 2023	\$16.73	3,743	\$62,620.39	\$10,436.73
Summer, 2024	\$16.89	3,743	\$63,219.27	\$10,536.55
Summer, 2025	\$17.06	3,743	\$63,855.58	\$10,642.60
Summer, 2026	\$17.23	3,743	\$64,491.89	\$10,748.65

5. **Rent Schedule.** For the avoidance of doubt, below is a schedule of payment due dates and amounts for the payment of Base Rent and Additional Premises Rent during the term:

Rent Type	Payment Due Date	Rent Amount
Additional Premises Rent	Monday, June 27, 2022	\$ 10,330.68
Base Rent	Friday, July 1, 2022	\$ 52,813.98
Base Rent	Saturday, October 1, 2022	\$ 52,813.98
Base Rent	Sunday, January 1, 2023	\$ 52,813.98
Base Rent	Saturday, April 1, 2023	\$ 52,813.98
Additional Premises Rent	Monday, June 26, 2023	\$ 10,436.73
Base Rent	Saturday, July 1, 2023	\$ 53,356.15
Base Rent	Sunday, October 1, 2023	\$ 53,356.15
Base Rent	Monday, January 1, 2024	\$ 53,356.15
Base Rent	Monday, April 1, 2024	\$ 53,356.15
Additional Premises Rent	Monday, June 24, 2024	\$ 10,536.55
Base Rent	Monday, July 1, 2024	\$ 53,866.43
Base Rent	Tuesday, October 1, 2024	\$ 53,866.43
Base Rent	Wednesday, January 1, 2025	\$ 53,866.43
Base Rent	Tuesday, April 1, 2025	\$ 53,866.43
Additional Premises Rent	Monday, June 30, 2025	\$ 10,642.60
Base Rent	Tuesday, July 1, 2025	\$ 54,408.61
Base Rent	Wednesday, October 1, 2025	\$ 54,408.61
Base Rent	Thursday, January 1, 2026	\$ 54,408.61
Base Rent	Wednesday, April 1, 2026	\$ 54,408.61
Additional Premises Rent	Monday, June 29, 2026	\$ 10,748.65
Base Rent	Wednesday, July 1, 2026	\$ 54,950.78
Base Rent	Thursday, October 1, 2026	\$ 54,950.78
Base Rent	Friday, January 1, 2027	\$ 54,950.78
Base Rent	Thursday, April 1, 2027	\$ 54,950.78

6. **Permitted Programs.** Exhibit B to the Lease is hereby replaced in its entirety with Exhibit B to this Agreement.

7. **Notice.** Any notice, demand, consent, approval, direction, agreement or other communication required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be directed as follows:

If to Landlord: Our Lady Star of the Sea Parish
1200 Shippan Avenue
Stamford, CT 06902
Attn: Father Peter Smolik

e-mail: frSmolik@diobpt.org

with copies to: Day Pitney LLP
263 Tresser Boulevard
Stamford, Connecticut 06901
Attention: Michael Hanna, Esq.
e-mail: mhanna@daypitney.com

If to Tenant: City of Stamford
Recreation Services Division
888 Washington Boulevard, 1st Floor
Stamford, CT 06901
Attention: Laurie Albano
e-mail: laurie@stamfordrecreation.com

with a copy to: City of Stamford Office of Legal Affairs
888 Washington Boulevard
P.O. Box 10152
Stamford, CT 06904-2152
Attention: Burt Rosenberg
e-mail: BRosenberg@stamfordct.gov

or to such changed address or e-mail address as a party hereto shall designate to the other parties hereto from time to time in writing. Notices shall be (i) personally delivered (including delivery by Federal Express, United Parcel Service or other comparable nation-wide overnight courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery (or the first business day thereafter if delivered other than on a business day or after 5:00 p.m. New York City time to said offices); (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee in which event they shall be deemed delivered on the third day after the date of deposit in the U.S. Mail; or (iii) sent by e-mail for convenience purposes only, and any notice sent by e-mail shall only be deemed to have been sent in accordance with the requirements hereof if and when said notice is also sent in accordance with either clause (i) or clause (ii) above.

8. Continuity of Terms; conflict. All terms and conditions of the Lease shall remain in full force and effect and are hereby adopted and incorporated by reference. In the event of any conflict between the terms of the Lease and the terms of this Agreement, the terms of this Agreement shall prevail.

9. Authority. Landlord and Tenant each warrant to the other that the person or persons executing this Agreement on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this Agreement.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, DocuSign or other e-mail transmission), which signature shall be binding on the party whose name is contained therein and shall serve as an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

LANDLORD:

OUR LADY STAR OF THE SEA CORPORATION

By: Frank Caggiano
Name: Most Reverend Frank J. Caggiano
Title: President

TENANT:

THE CITY OF STAMFORD

By: Caroline Simmons
Name: Caroline Simmons
Title: Mayor

Approved as to Form:

By: Burt Rosenberg
Burt Rosenberg
Asst. Corporation Counsel

Exhibit A

The Map

Exhibit B

Permitted Programs

Stay and Play Preschool (10 months a year)
Afterschool Club (10 months a year)
Music Lessons
Gym/Sports Classes
December Vacation Camp
April Vacation Camp
Tiny Tots Camp
Summer Day Camp
Tae Kwon Do after school and summer
Kids Cooking Classes
Kids Art Classes
Summer Music Classes
Halloween Event
Holiday Special Events
Egg Hunt or Easter breakfast w/Bunny
Birthday Parties
Preschool Programs
Paint Draw More
Chess Wizards
Indoor Tennis
Soccer Tykes
Art Camp
Kids Gymnastics
Adult Cooking
Adult Martial Arts
Teen Nights (13, 14, 15 yr. olds)
Summer Specialty Camps
Movie Nights
Year Round Dance Class For Youth
Adult Fitness and Dance Classes
Computer and Tech Programs for kids
Science Programs
Preschool and Youth Gymnastics
Lego Programs