



11

## CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

RICHARD M. PALANZO  
Superintendent

Department of Public Buildings  
Telephone: (203) 797-4584  
Facsimile: (203) 796-1528  
Email: r.palanzo@danbury-ct.gov

March 24, 2014

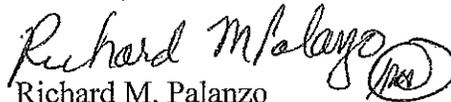
Hon. Mark D. Boughton, Mayor  
City Council Members  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: Danbury Music Center

Dear Mayor and City Council Members:

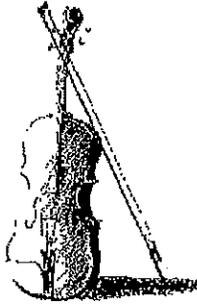
Attached please find the updated lease agreement with the Danbury Music Center and the City of Danbury. They have been wonderful tenants for over 20 years and I urge the Council to review and approve this Lease. I am available for any questions. Thank you.

Sincerely,



Richard M. Palanzo  
Superintendent

Attachment



# Danbury Music Centre, Inc.

U-1

256 Main Street, Danbury, Connecticut 06810

Phone: (203) 748-1716 Fax: (203) 794-1308

email: [dmc1935@snet.net](mailto:dmc1935@snet.net) <http://www.danbury.org/MusicCtr>

March 12, 2014

## Directors

### 2013 – 2014 Officers

Laura Flachbart

*President*

Donna Locke

*Vice President*

Joan Howard

*Secretary*

John J. Berger

*Treasurer*

### Governing Board

Linda Burhance

Rosemary Cannon

Sheila

DePalma-Robinson

Guy DePaul

Janice Donnelly

Brenda Hamilton

Peg Heetmann

Kim Humphreville

Marcia Klebanow

Nancy Lunt

Kimberly Marcus

Tom Morris

Linda Poulin

Dawn Ringes

Cornelia Sexton

Carlos Sousa

Sheila Sundaram

Karen Watko

### Executive Director

Nancy F. Sudik

### Music Directors

Ariel Rudiakov

*Danbury Symphony Orchestra*

Christine R. Howlett

*Danbury Concert Chorus*

Stephen Michael Smith

*Danbury Community Orchestra*

Glen Lebetkin

*Danbury Preparatory Strings*

James E. Humphreville

*Music Director Emeritus*

*Danbury Symphony Orchestra*

Richard Price

*Music Director Emeritus*

*Danbury Concert Chorus*

### Nutcracker Director

Arthur Fredric

### Summer Music

#### Directors

Larry Deming

Ase-AmenRa-Kariam

Albert Montecalvo

### Lifetime Board

Benjamin DaSilva

### Honorary Board

Edward A. Wicks

Mayor Mark Boughton and  
Members of the City Council  
Mayor's Office  
155 Deer Hill Avenue  
Danbury, Ct 06810

Dear Mayor Boughton and Members of the City Council,

The Danbury Music Centre is requesting a renewal of our lease with the City of Danbury so that we may continue to occupy the Old Library Cultural Center at 256 Main Street. I am requesting a ten-year renewal of our lease.

I do not think there is any way we can adequately thank the City Council and the City of Danbury for their generosity in allowing the Danbury Music Centre to occupy such a beautiful, centrally-located building.

We only hope our appreciation is evident by the quantity and quality of the many musical opportunities we provide for the people of Danbury.

Sincerely,

Nancy F. Sudik

NFS:baj

This Indenture,

11-2

Made by and between the *CITY OF DANBURY*, 155 Deer Hill Avenue, Danbury, Connecticut 06810, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, hereinafter referred to as the **Lessor**, and *Danbury Music Centre, Inc.*, a nonprofit corporation organized and existing by virtue of the laws of the State of Connecticut, having a principal place of business at 254-256 Main Street in Danbury, Connecticut, acting herein by Nancy F. Sudik, Executive Director, hereunto duly authorized, hereinafter referred to as the **Lessee**,

**WITNESSETH:**

That the Lessor has leased, and does hereby lease to the said Lessee portions of the first and second floors of the Old Danbury Library, so-called, located at 254-256 Main Street, Danbury, Connecticut, as more particularly shown on a sketch attached hereto as Exhibit A, for office use and musical performance and study, for the term rent of Ten Dollars (\$10.00) payable in one payment to wit: during the term hereof, for the term of ten (10) years from the first day of May, 2014, said lease terminating on April 30, 2024.

And the said Lessor covenants with the said Lessee that it has good right to lease said premises in manner aforesaid, and that it will suffer and permit said Lessee (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

And the said Lessee covenants with the said Lessor to hire said premises, and to pay the rent therefore as aforesaid, that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that it will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner determination of its tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

Provided, however, and it is further agreed that if the said rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation therein expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and nor re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee.

And it is further agreed between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

And it is further agreed that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor.

And it is further agreed between the parties hereto, that the Lessee agrees to comply with, and conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor and its agents, to applicants for purchase or lease, and for necessary repairs.

And it is further agreed that the said Lessor agrees to pay the water rates, or rent, for all water used and consumed on said leased premises during the term aforesaid.

And it is further agreed between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Lessor; that in case the damage shall be so extensive as to render the building or demised premises untenable, the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any un-expired term of said lease.

And the Lessee further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

And the Lessee covenants that in the event the Lessor is required to employ an attorney in order to enforce a provision of this lease, the Lessee shall pay a reasonable attorney's fee.

And the Lessee shall provide, maintain and insure at its own cost all interior furnishings and equipment as shall be deemed necessary by the Lessee for its proper use and enjoyment of the premises.

The Lessor reserves the right to use the leased premises located on the second floor for special events provided that the Lessor shall give the Lessee written notice thereof not less than ten (10) days prior thereto.

Lessee shall make no interior alterations including specifically, but not limited to, the installation of lockers, without the prior written approval of the Lessor.

Notwithstanding any other provision of this lease, the Lessor agrees that the Lessee may permit the use of the property by other persons or groups for cultural activities which the Lessee determines to be of benefit to the community. Such use shall be deemed to be in conformance with the intent of this lease and not a violation thereof. In connection with such use, the Lessee may charge a reasonable fee to defray the costs associated therewith.

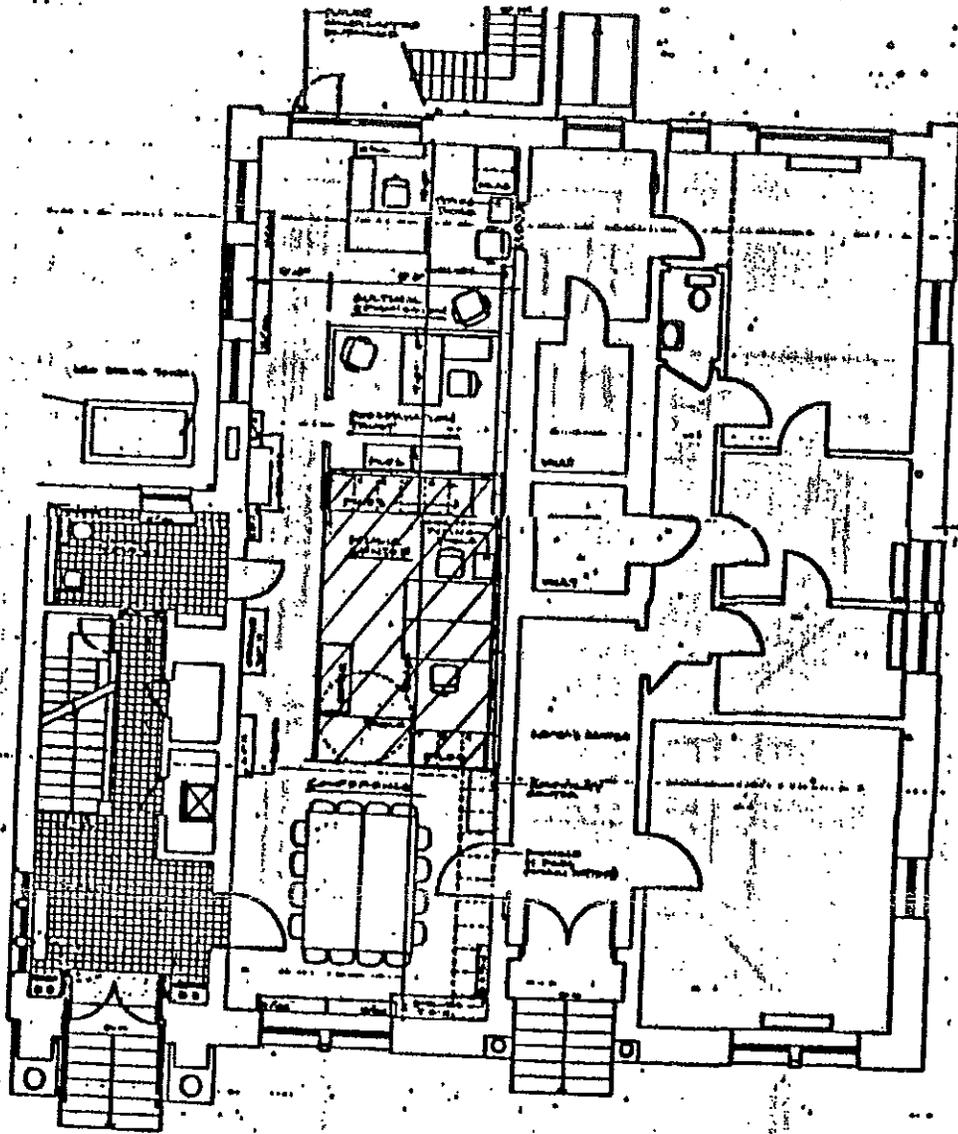
Upon the execution of this lease, the prior lease between the parties, dated January 29, 1992, shall terminate and be of no further force or effect.

EXHIBIT A

FIRST FLOOR  
OLD LIBRARY

HATCHMARKED AREA FOR USE BY  
THE MUSIC CENTRE, INC.

11-41

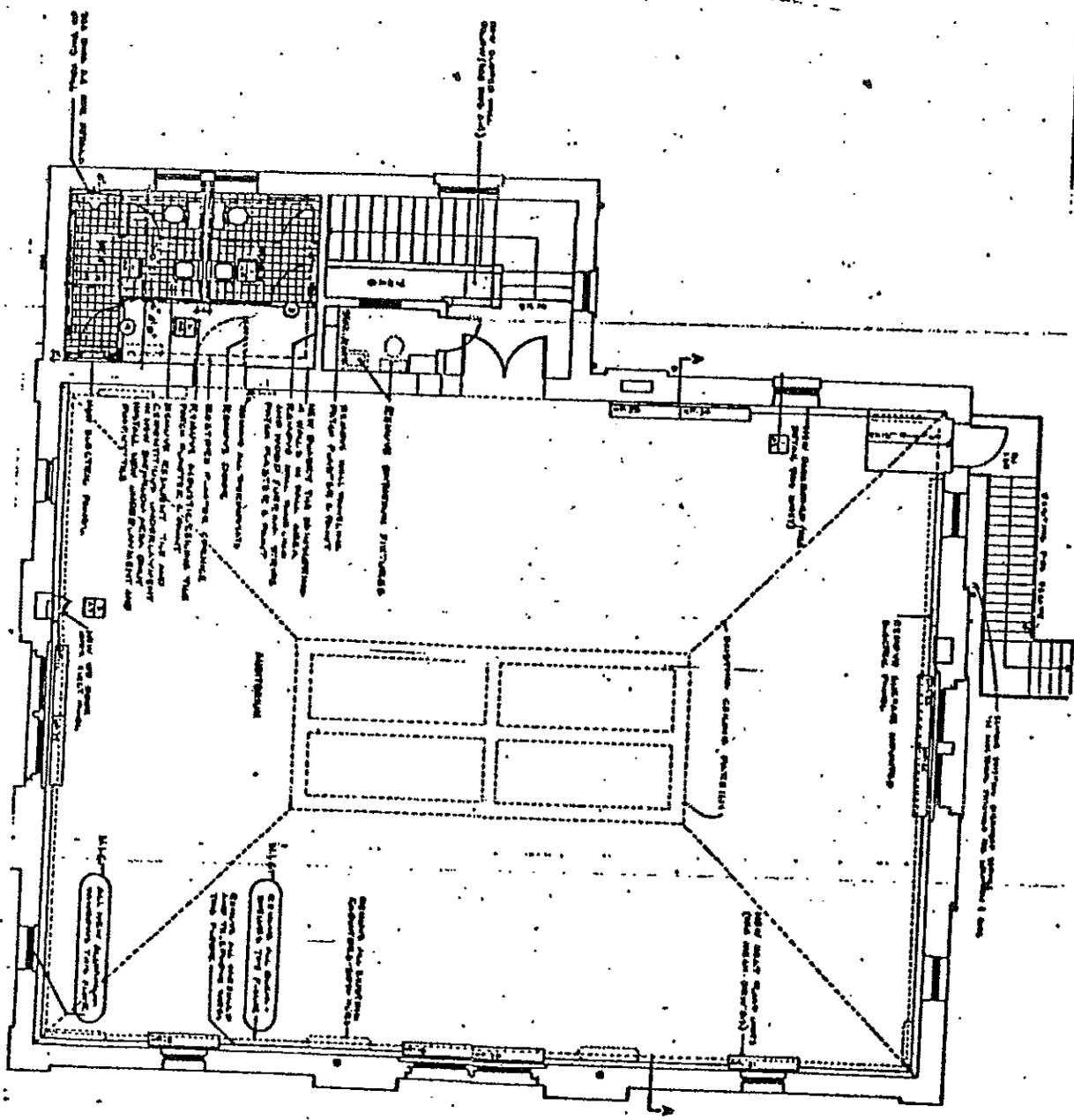


2nd floor

EXHIBIT A

11-5

SECOND FLOOR - OLD LIBRARY  
FOR USE BY THE MUSIC CENTRE,  
INC.



In Witness whereof, the parties hereto have hereunto set their hands and seals and to a duplicate of the same tenor and date this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

11-6.

Signed, Sealed and Delivered  
in the presence of:

CITY OF DANBURY,  
Lessor

\_\_\_\_\_  
\_\_\_\_\_

By: Mark D. Boughton, Mayor  
Duly Authorized

DANBURY MUSIC CENTRE, INC.  
Lessee

\_\_\_\_\_  
\_\_\_\_\_

By: Nancy F. Sudik, Executive Director  
Duly Authorized

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD )

) ss: Danbury  
)

On this the \_\_\_\_\_ day of \_\_\_\_\_ 2014, before me, Laszlo L. Pinter, the undersigned officer, personally appeared Mark D. Boughton, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Laszlo L. Pinter  
Commissioner of the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD )

) ss: Danbury  
)

On this the \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned officer, personally appeared Nancy F. Sudik, who acknowledged herself to be the Executive Director of the Danbury Music Centre, Inc., a non-profit corporation, and that she as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Executive Director.

\_\_\_\_\_  
Notary Public /  
Commissioner of the Superior Court