



# Town of Easton

TOWN HALL - 225 CENTER ROAD, P.O. BOX 61  
EASTON, CONNECTICUT 06612

TELEPHONE (203) 268-6291  
FAX (203) 268-4928

## The Speech Academy

Dear Toni and Ken:

This letter shall serve to amend the Lease agreement between The Speech Academy and the Town of Easton signed by all parties on June 26, 2014. Sections not specifically modified in this letter remain in force as in the Lease agreement of that date.

I. Section 1. (a) The Academy will lease the room on the lower level labeled "1" on attached Exhibit A of 285 square feet, **commencing July 1, 2016**. The Town and Academy stipulate the total Leased Space consists of 5945 feet.

II. Section 1. (d) The Academy will clean the lower level restrooms no less than twice per week. The Academy will provide paper products for the restrooms.

III. Section 2. The space on the lower level may be used for educational purposes, subject to any restrictions or directions from the Easton Building Official, Fire Marshal, or any other official or body with jurisdiction.

IV. Section 3. The term of the Lease is extended to June 30, 2020. There are no options to extend.

V. Section 4. Rent

The monthly rent for July 1, 2016 – June 30, 2017 shall be \$6,554

The monthly rent for July 1, 2017 – June 30, 2018 shall be \$6,882

The monthly rent for July 1, 2018 – June 30, 2019 shall be \$7,226

The monthly rent for July 1, 2019 – June 30, 2020 shall be adjusted upward (but not downward) for inflation (CPI- all urban) using the previous April to April change.

VI. Section 14. The Academy shall provide the required insurance certificates on the signing of this letter and shall provide annually as currently required by Lease.

VII. Section 19. The Academy acknowledges that improvements must be made to the two lower floor bathrooms including, but not limited to, moving fixtures and installing safety bars. The

Academy assumes responsibility for these improvements and will make reasonable efforts to have these improvements made within three months of the execution of this letter. Should Town employees provide labor, The Academy shall reimburse the Town the employee's hourly rate, including associated taxes.

The Town's Building Official will provide the list of improvements required and The Speech Academy will accept them.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates set forth below their signatures below.

SPEECH EXPRESS LLC d/b/a/ THE SPEECH ACADEMY

Signature Toni Giannone-Nowak Title Director  
Name Toni Giannone-Nowak  
Signature Kenneth Nowak Title Business Director  
Date 6/16/2016  
Name Kenneth Nowak

TOWN OF EASTON

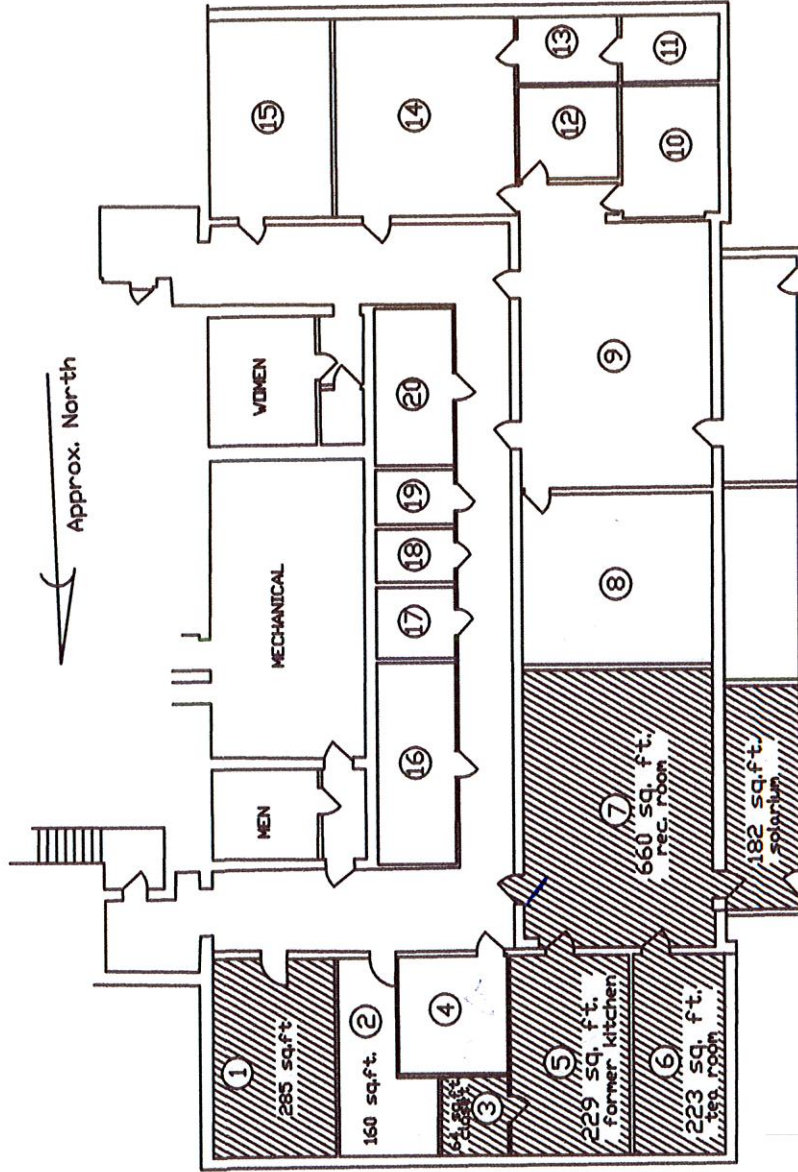
Signature Adam Dunsby  
Name Adam Dunsby Title First Selectman  
Date 6/16/16

AD/jfh

06/16/16

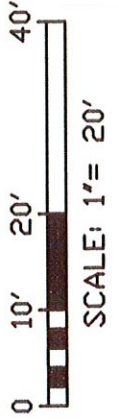
ROOMS

- 1) SPEECH ACADEMY
- 2) ART STORAGE
- 3) CLOSET
- 4) STORAGE
- 5) SPEECH ACADEMY STORAGE
- 6) SPEECH ACADEMY OFFICE
- 7) SPEECH ACADEMY CONF. ROOM
- 8) ART CENTER
- 9) PARK AND REC. OFFICE
- 10) PARK AND REC. DIR. OFFICE
- 11) ELEC. ROOM
- 12) PARK AND REC. PROGRAMER
- 13) STORAGE
- 14) ART ROOM
- 15) WOODSHOP
- 16) TOWN HALL ARCHIVE
- 17) POLICE DEPT. ARCHIVE
- 18) POLICE DEPT. ARCHIVE
- 19) LIBRARY STORAGE
- 20) PUBLIC WORKS ARCHIVE



THE SPEECH ACADEMY  
lower level 660 Morehouse Rd.  
Easton Ct.

scale 1" = 20'  
June 8, 2016



# EXHIBIT A



## LEASE AGREEMENT

This Agreement is made by and between the TOWN OF EASTON (the "Town") and SPEECH EXPRESS LLC d/b/a THE SPEECH ACADEMY (the "Academy").

1. Description of Leased Space and Common Areas.

Add square  
footage of  
additional room

- (a) The Town shall permit the Academy to use and occupy the following space in the building known as the Former Samuel Staples Elementary School located at 660 Morehouse Road, Easton, Connecticut (the "Building"): Upper level rooms 11, 11A, 11B, 11C, 12, 9; as shown on Exhibit B. Lower level rooms "closet" (64 sq. ft. room), "former kitchen" (229 sq. ft. room), "tea room" (223 sq. ft. room), "rec room" 660 sq. ft. room, and "solarium" 182 sq. ft. room, as shown on exhibit A. (the "Leased Space") The Town and the Academy stipulate that the Leased Space consists of 5660 square feet. The Town and the Academy agree that that number is an approximation used for convenience in lieu of a formal measurement of the classrooms and that neither of them will assert a different number in any dispute between them.
- (b) In addition to the Leased Space, the Academy shall have the right to use, together and in common with others, the following spaces in and around the Building: the hallway in the northeast wing, the entranceway to the northeast wing, the walkways around the Building, the lower level hallways, and the parking areas adjacent to the Building (the "Common Areas").
- (c) In addition to the Leased Space and the Common Areas, the Academy shall have the right to use, together with the tenant of the building known as The Easton Country Day School ("ECDS") and ECDS' permitted successors and assigns, the restrooms located in the northeast wing of the Building (the "Restrooms"). The Academy will make arrangements with ECDS for cleaning, maintenance and repair of the Restrooms and all of the fixtures therein. The Town will not be on-call for custodial or repair services. If the Town determines, in the Town's reasonable discretion, that the Restrooms are not being cleaned, maintained or repaired up to the Town's customary standards, then the Town may, in the Town's sole discretion and at the Academy's expense: (i) hire janitorial, plumbing and repair contractors to perform those services; or (ii) direct Town personnel to perform those services at their standard hourly rates of pay. The cost of those services shall be allocated as between the Academy and ECDS in such manner as the Town deems appropriate and the amount allocated to the Academy shall be deemed part of the rent and payable as such on the next day upon which rent becomes due.
- (d) Further, the Academy will have a non-exclusive right to use the lower level restrooms. The Academy will be responsible for cleaning these restrooms no less than once a week. The Academy will coordinate with the Town to arrange the schedule. If



the Town determines, in its reasonable discretion, that the restrooms are not being cleaned to the Town's customary standards, the Town will have recourse as in section 1(c) above.

2. Permitted Use. The Academy shall use the Leased Space exclusively for the purpose of conducting special education programs for school age children. The Academy shall not use the Leased Space for any other purpose. The Academy's regular hours of operation shall be from 8:00 a.m. to 2:30 p.m. Monday through Friday from September through June and 8:00 a.m. to 1:30 p.m. during July and August. The Academy may use the Leased Space for occasional special events outside of those regular operating hours.

The Academy will apply for and comply with all necessary permits from the Easton Planning and Zoning Commission and any other applicable Town departments or commissions. If a special zoning permit is denied and the Academy is requested to vacate the premises, then one year will be allowed to vacate the premises due to the profound impact on special needs students, parents, and school systems. The lease and remaining rent payments will also be voided after that one year. The security deposit and one month's rent will also be returned to the Speech Academy.

The space on the lower level will be used for meeting rooms and storage only. No instruction is to take place on the lower level.

3. Term and Effective Date. The term of this Agreement shall be for three (3) years from June 30 2020 June 1, 2014 to June 30, 2017 (the "Term").

This lease subsumes and replaces all previous lease agreements between the Town and the Academy. These are the 1) original lease dated September 30, 2010 by Academy and October 8, 2010 by the Town, 2) the letter between the Town and the Academy dated October 28, 2013, and 3) the letter between the Town and the Academy dated March 4, 2014.

4. Rent. The Academy shall pay to the Town monthly rent in the amount of \$6,240.00 on the first day of each month, in advance. The rent for the second and third years shall be increased by the rate of inflation (CPI-all urban) for the most recently available twelve month period prior to the first rent payment due at the beginning of the second and third years.
5. Security Deposit. The Academy shall pay to the Town the sum of \$12,480.00 as a security deposit, net of any security deposit already held with the Town
6. Taxes and Assessments. There are no real property taxes or assessments due with respect to the Building. The Academy will be responsible for obtaining a tax exemption with respect to any taxable personal property of the Academy brought to the Leased Space or, in the absence of that exemption, for paying the property tax due with respect to that taxable personal property.



7. Quiet Enjoyment and Limitations. The Town covenants with the Academy that the Town has good right to provide the Leased Space and that it will suffer and permit the Academy (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy the Leased Space during the Term, without hindrance or molestation from the Town or any person claiming by, from or under the Town.
8. Assignment and Subletting. The Academy shall not assign its rights and obligations under this Lease or sublet the Leased Space without the advance written permission of the Town which may be withheld or delayed by the Town for any reason. ~~Notwithstanding the preceding sentence, the Town acknowledges that the Academy intends to establish a Connecticut non-stock corporation and to file an application with the Internal Revenue Service for recognition as a tax-exempt organization. The Academy shall have the right to assign this Lease to that corporation upon written notice to the Town.~~
9. Academy's Covenants. The Academy covenants that it will commit no waste on or about the Building, nor suffer the same to be committed thereon, nor injure nor misuse the same, nor make material alterations therein (except as may be expressly authorized in this Agreement), nor use the Leased Space for any purpose but that authorized in Paragraph 2, in all of the foregoing cases without written permission from the Town, which permission will not be unreasonably withheld or delayed, but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as it is now in, ordinary wear and tear excepted. The Academy further covenants and agrees that it will not cause refuse, garbage, boxes, packages, shipping materials, waste paper or other articles to accumulate or remain in or upon the Leased Space, the Building or the Common Areas.
10. Remedies of the Town. If the Academy defaults in the payment of monthly rent or in the performance of any of the covenants or conditions of this Agreement, the Town shall give the Academy written notice of the default. If the Academy does not cure any monetary default within ten (10) days or any other default within thirty (30) days after the receipt of written notice, in each case provided the Town is not in default hereunder, then this Agreement shall thereupon expire and terminate and the Town may, at any time thereafter, re-enter the Leased Space and take possession thereof, and without such re-entry, may recover possession thereof in accordance with Connecticut law.
11. Compliance With Legal Requirements. The Academy shall comply with and conform to all the laws of the State of Connecticut and the ordinances and regulations of the Town of Easton relating to health, zoning, nuisance, and fire so far as the Leased Space is or may be concerned.
12. Fire or Other Casualty. If the building in which the Leased Space is located becomes unusable, in whole or in part, because of a fire, accident or other casualty, this Lease will continue unless the Town elects to terminate this Lease. If the Leased Space in whole cannot be used because of fire or other casualty, the Academy is not required to pay rent for the time the Leased Space is unusable. If part of the Leased Space cannot be used, the



Academy must pay rent for the usable part. The Town shall have the right to decide which part of the Leased Space is usable. The Town need repair only the damaged part of the Leased Space. The Town is not required to repair or replace any fixtures, furnishings or decorations installed by the Academy. The Town will not be responsible for delays due to settling of insurance claims, obtaining estimates, labor and supply problems or any other cause not fully within the Town's control. If the Leased Space cannot be used, the Town has a reasonable time to decide whether to repair and give the Academy written notice of its decision to repair or not to repair. The Town shall have a reasonable time to repair. In determining what is a reasonable time to repair, ~~consideration shall be given to any delays in receipt of insurance settlements, labor disputes and causes not within the Town's control.~~ If the fire or casualty is caused by an act or neglect of the Academy, all repairs will be made at the Academy's expense, and the Academy Tenant must pay the full rent with no adjustment. The Town has the right to demolish, rebuild or renovate the building if there is substantial damage by fire or other casualty. Even if the Leased Space is not damaged, the Town may cancel this Lease within thirty (30) days after the date of the fire or casualty by giving the Academy written notice of the Town's intention to demolish, rebuild or renovate the building. In such event, this Lease will end thirty (30) days after the date of the Town's cancellation notice to the Academy. The Academy shall deliver the Leased Space to the Town on or before the cancellation date in the notice and pay all rent due to the date of the first or casualty. If this Lease is cancelled, the Town is not required to repair the Leased Space. The cancellation does not release the Academy of liability in connection with the fire or casualty. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, the Town and the Academy release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

13. Utilities and Services. The cost of the following utility services provided by the Town shall be included in the rent: water, heating fuel and Base Electricity. The upper floor of the Leased Space is not centrally air-conditioned. The Academy may, at its expense, install a window-unit air conditioner in each of the classrooms. "Base Electricity" means and includes all electricity consumed with respect to the Leased Space in furtherance of the Academy's reasonable business use except for electricity consumed by any window air conditioning units installed by the Academy. If the Academy installs window air-conditioning units or space heaters, the Town may assess a surcharge for the electricity consumed by those units. The amount of the surcharge shall be determined by the Town, in the Town's sole discretion, based upon a reasonable mathematical computation of the amount of electricity needed to cool the Leased Space on days when the air conditioning units could reasonably be expected to be in use. That computation may, for example, take into account such factors as the cubic volume of the Leased Space, the outdoor ambient temperature and the electricity ratings of the units. The Academy may arrange for accounts for telephone and internet service to be opened in the Academy's name and the Academy shall be responsible for paying the bills of the telephone and internet service providers. The Academy shall make arrangements for trash removal at the Academy's expense. All trash shall be deposited in two wheel carts with a maximum of 96 gallons (toters). Dumpsters are prohibited. The Academy shall comply with the



Town's recycling ordinance and shall deposit its recycling container in the designated location. The Town will provide for collection of recyclables. The Town will be responsible for maintenance of the alarm system serving the Building.

14. Insurance. The Academy will purchase and keep in full force and effect, during the Term, at the Academy's sole expense, public liability insurance and worker's compensation insurance to protect the Town and the Academy against any liability for damages or injuries to persons or property incident to the use of or resulting from any accident in or about the Leased Space. The Academy will carry General Aggregate Liability coverage of \$1,000,000 (with the Town being named as an additional insured) and \$1,000,000 of coverage for sexual abuse, educator's professional liability, employee benefits liability, non-owned and hired auto liability. On or before the first day of each successive year of the Term, the Academy shall deliver to the Town certificates of all insurance policies required by any of the terms of this Agreement. The Academy shall obtain a written obligation on the part of the insurance carriers to notify the Town in writing prior to any cancellation of insurance, and the Academy agrees that if the Academy does not keep such insurance in full force and effect, the Town may take out the necessary insurance and pay the premium and the repayment thereof shall be deemed to be part of the rent and payable as such on the next day upon which rent becomes due. The Academy shall keep its furniture, fixtures and equipment insured against loss or damage by fire with the usual extended coverage endorsements. The Academy assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation loss by theft or otherwise.

Get  
certificates

15. Indemnity and Hold Harmless. The Academy agrees to indemnify and hold harmless the Town and its elected officials, agents and employees from and against all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expense, (collectively "Liabilities"), including attorney's fees and disbursements incurred in the defense thereof to which the Town or any such elected official, agent or employee may be subject or suffer by reason of any claim for injury to, or death of, any person or persons or damage to property (including any loss of use thereof) or otherwise arising from or in connection with the Academy's use of, or from any work or thing whatsoever done by any employee or agent of the Academy in, any part of the Building during the Term or arising from any condition of the Leased Space due to or resulting from any default by the Academy in the keeping, observance or performance of any covenant, agreement, term, provision or condition contained in this Agreement or from any act of the Academy or any of its officers, directors, agents, contractors, servants, employees, licensees or invitees. The foregoing indemnity and hold harmless agreement shall not apply to any Liabilities that arise out of any intentional act or omission, or negligence of the Town or any of its elected officials, agents, contractors, servants, employees, licensees or invitees. The Town shall indemnify and hold harmless the Academy, its officers, directors, agents and employees from and against all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expense incurred as a result of any willful misconduct or negligent act or omission by the Town or any such elected official, agent or employee arising out the Town's obligations hereunder.



16. Inspections. The Academy shall permit agents and employees of the Town to enter the Leased Space at all reasonable times upon reasonable notice for the purpose of inspecting the Leased Space to determine whether or not the Academy is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect the Town's interest in the Leased Space or to perform structural maintenance or repairs. Agents and employees of the Town may enter the Leased Space at any time in the event of an emergency. The Academy shall not change or install any locks in the Building without the Town's advance written consent.
17. Signs. The Academy may, at the Academy's expense, erect one sign on the grounds outside the Building subject to compliance with applicable zoning regulations and the advance written approval of the Town's Planning and Zoning Commission as to size, design and location. No other signs, either interior or exterior, shall be erected by the Academy.
18. Cleaning, Maintenance, Repairs and Snow Removal. The Academy will be responsible for keeping the Leased Space as well as the hallway and entranceways leading to the Leased Space in a clean and neat condition and will hire a professional cleaning service to that end. The Academy will be responsible for the maintenance and repair of the walls, windows, doors, electrical fixtures and plumbing fixtures located in the Leased Space as well as the hallway and entranceways leading to the Leased Space. The Town will be responsible for structural repairs and maintenance with respect to the roof, exterior walls, plumbing, heating and electrical systems of the Building. Notwithstanding the preceding two sentences, in the event of any damage caused by any agent, employee or invitee of the Academy, the Town may deliver to the Academy a bill for the cost of the repairs and that bill will be deemed to be part of the rent and payable as such on the next day upon which rent becomes due. Lawn care, maintenance of the parking lot, walkways and sidewalks and exterior lighting shall be provided by the Town at the Town's expense. The Town will provide snow removal from the parking lot at the Town's expense and will use reasonable efforts to keep the parking lot free from accumulation of snow during the Academy's scheduled days and hours of operation. The Academy will advise the Town's Public Works Director of the Academy's days and hours of operation and vacation schedules. Due to the unpredictability of winter storms and the variability of their intensity, the Town cannot guaranty that the parking lot will be free from the accumulation of snow at all times during of the Academy's hours of operation. The Academy will, at the Academy's expense, provide for snow removal and will sand and salt (as necessary) the sidewalks, stairs and ramps leading to the Leased Space. The Academy will keep all exterior exit doors leading to the Leased Space clear of snow in compliance with the Fire Code.
19. Initial Fit-Up Work. The Town shall perform no work on the upper floor. The Town plans to install a dividing wall in the Large Room (Recreation Room) on the lower level, changing the one room into two. The Academy will make all improvements required by the Easton Building Department, and the Academy shall be solely responsible for paying for those improvements.

Bathrooms



20. Costs and Expenses. If any party is in default of any of its covenants or obligations under this Agreement, the defaulting party shall be liable to the other for all costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcing its rights under this Agreement.
21. Notices. Any notice by a party to another party shall be in writing and shall be deemed to be properly given only if delivered personally or mailed by registered or certified mail, return receipt requested at the address listed below. Notice shall be deemed to have been given upon delivery, if delivered personally, and, if mailed, upon the third (3rd) day after the date of mailing. ~~If to the Town, notice shall be delivered to: Town of Easton, 225 Center Road, Easton, Ct. 06612, Attention- First Selectman. If to the Academy, notice shall be delivered to: Toni Nowak, 656 Morehouse Road, Easton, Ct. 06612.~~
22. Options to Extend. If the Academy has kept all of its promises and performed all of its obligations under this Lease, the Academy shall have the right to extend the Term for two additional one-year terms (each an "Extension Term") provided that the Academy gives notice to the Town at least ninety (90) days prior to the expiration of the Term or Extension Term, as the case may be. The rent due for the Leased Space during each Extension Term shall be 105% of the rent due during the preceding period.
23. Payment for Improvements. As the Town plans to make improvements both within the building and on the grounds (e.g. a dividing wall), and as these improvements will benefit the Academy, the Academy agrees to pay the Town a one-time lump sum payment of \$5500.00, payable with its first rent payment subsequent to the signing of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the dates set forth below their signatures below.

SPEECH EXPRESS LLC d/b/a THE SPEECH ACADEMY

Signature

*Toni Giannone Nowak* Chief Administrator

Signature

*Kenneth Nowak* Business Director

Date

*June 26, 2014*

TOWN OF EASTON

Signature

*Adam Dunsby*

Name

*Adam Dunsby*



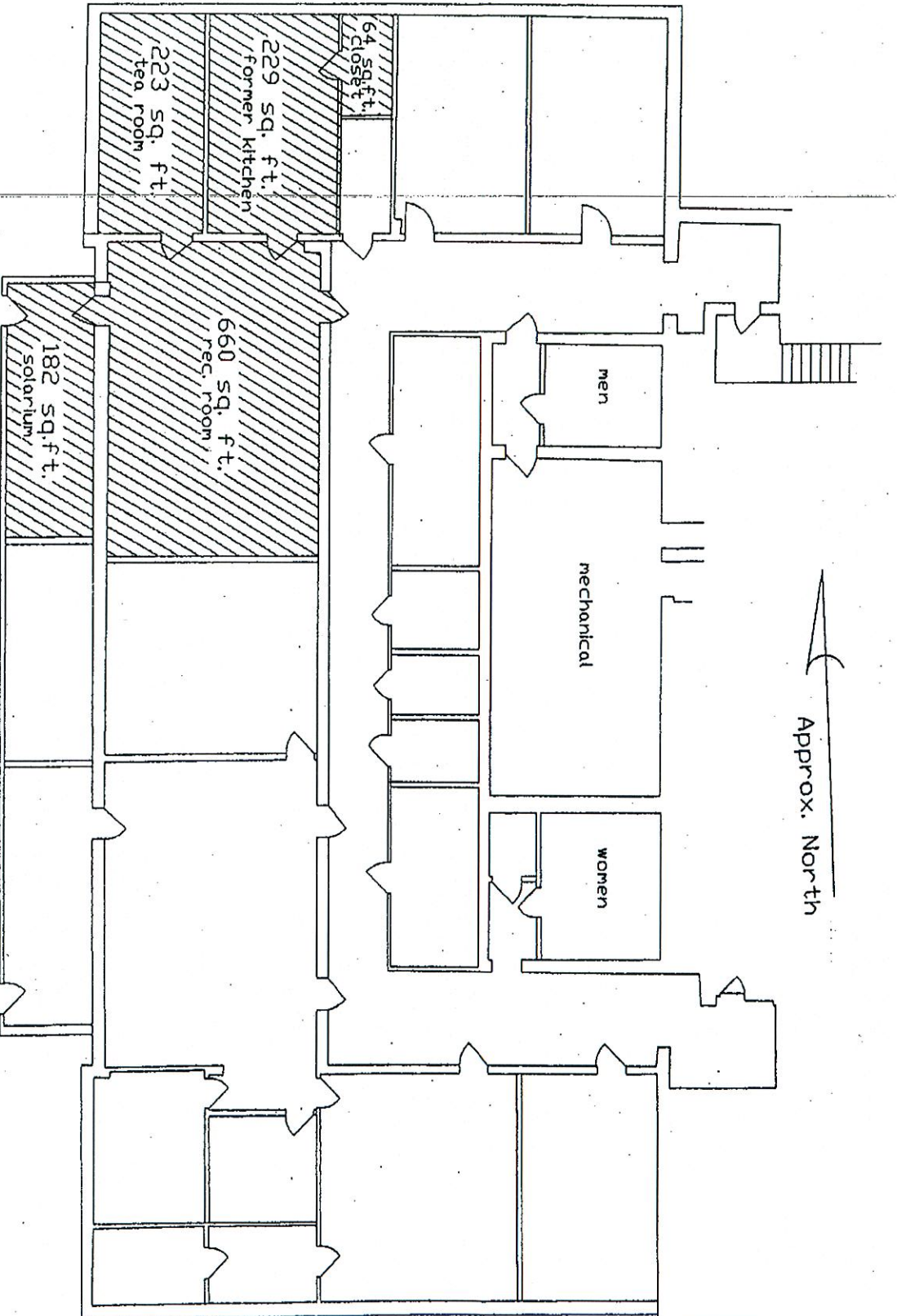
Title

First Selectman

Date

6/26/14

Approx. North



## EXHIBIT A

THE SPEECH ACADEMY  
lower level 660 Morehouse Rd.  
Easton Ct.

ST FILE/660 Morehouse Rd./lower level tea rooms.dwg

scale 1" = 20'  
April 2014



EXHIBIT B  
THE SPEECH ACADEMY  
April 2014  
scale 1"=20'

