

15

AD HOC COMMITTEE-DANBURY INNOVATION CENTER LICENSE AGREEMENT

14-JAN-2014

Chairman Cavo called the Committee meeting to order at 6:16 pm.

COMMITTEE MEMBERS PRESENT: Chairman Joseph Cavo, John Priola, and Fred Visconti.

COMMITTEE MEMBERS ABSENT: None

EXOFFICIO COMMITTEE MEMBERS PRESENT: Michael Haddad, Sr., Irving Fox, and Jack Knapp

ALSO PRESENT: Mark Boughton, Mayor; Laszlo Pinter, Deputy Corporation Counsel; Bruce Tuomala, Director, Economic Development; Richard M. Palanzo, Public Buildings Superintendent and Mike Kaltschnee, Danbury Hackerspace, Inc.

After making introductions and stating the charge of the committee, Chairman Cavo asked Mr. Tuomala to give the committee a brief history of the License Agreement to be considered. Mr. Tuomala stated that the new Innovation Center will be housed within the Library in the portion previously leased to Union Saving Bank. The 600,000 investment has already been made, a non-profit group was formed to develop that space, and the construction is complete. The innovation center will be opened as soon as the License Agreement is complete. He added that SCORE will also be located in the space. Mr. Palanzo added that a café/coffee shop will also be located in the space.

Chairman Cavo asked Mr. Pinter to review the terms of the Agreement. Mr. Pinter stated that this agreement allows Danbury Hackerspace to operate the Innovation center. The description of the space is detailed in Schedule A and Schedule B describes the intended use. He further stated that this agreement is non-transferrable and revocable at anytime. Additional clauses include costs to be assumed by the licensee and approvals necessary for any changes to the space.

Mayor Boughton stated that the Haker Space movement is exploding; it is a very exciting opportunity for the downtown Danbury and the Library. The license agreement approach gives City flexibility to determine how well this will work and ways to improve and adapt as necessary. He added that Danbury HackerSpace has received a grant for \$250,000 to pay for staffing.

Chairman Cavo asked Mr. Palanzo to give speak about the construction process. Mr. Palanzo stated that Certificate of Occupancy process was currently taking place.

Chairman Cavo asked Mr. Kaltschnee, Danbury HackerSpace, to give the committee a brief overview of the Innovation Center. Mr. Kaltschnee stated the facility would be used during the day for individuals who may work, have traditionally worked from home, but need a facility like this for their work or prefer a "co-working" environment. In addition they will be working with Western Connecticut University students on other projects. He continued that there will be memberships for those who use the facility on a regular basis. There is also a "Broke Hacker" waiver and student memberships. The details and the fees are still under consideration. In addition, donations and corporate sponsorships are being sought. Further discussion regarding the center and the agreement took place.

Councilman Priola made a motion to recommend to the City Council the approval of the License Agreement with Danbury Hackerspace, Inc. and authorize Mayor Boughton to all sign all documents necessary. The motion was seconded by Mr. Visconti.

Mr. Visconti stated that he is concerned about the fees, but wants to move forward.

Vote, all in favor, motion unanimously approved.

There being no further business before the committee, Councilman Visconti moved to adjourn. Councilman Priola seconded the motion. Vote, all in favor, motion unanimously approved. The meeting adjourned at 6:40pm.

Respectfully Submitted,

Joseph Cavo, Committee Chairman

John Priola

Fred Visconti

15-2

LICENSE AGREEMENT

THIS LICENSE is granted this ___ day of _____ 2014, by the City of Danbury, 155 Deer Hill Avenue (hereinafter "City") to Danbury Hackerspace, Inc, a non-profit corporation, of the City of Danbury, County of Fairfield and State of Connecticut, (hereinafter "Licensee"):

WHEREAS, the Licensee wishes to obtain a license from the City permitting Licensee to use a portion of the first floor of a certain building located at 150-162 Main Street as described on Schedule A attached hereto and incorporated herein (hereinafter "Licensed Premises").

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

1. The City does hereby grant a non-transferable, revocable license to the Licensee to allow Licensee to use the property described subject to the further provisions hereof.
2. This license shall commence on the day first written above and shall continue, unless sooner terminated in accordance with the terms hereof, and shall continue until terminated as provided for herein, upon payment of an annual license fee of one dollar (\$1.00).
3. Non-Rent Obligations.
 - (a). Utilities and other costs. The Licensee agrees that it shall be responsible for, and pay, including but not limited to all costs utilities, including water, sewer, electricity, internet, cable, hot water, heat, air conditioning, telephone and alarm security services, pest control and garbage removal, utilized for the premises leased. Such costs shall include use charges as well as any expenses relating to maintenance or repair of facilities necessary to provide the utilities or services as identified.
 - (b). Cleaning Services. The Licensee agrees that it shall retain the cleaning service utilized by the City to clean the premises at least 5x per week, with costs thereof paid by Licensee as billed. Any other service for this purpose must be pre-approved by the City.
4. The Licensed Premises is shown on Schedule A as "AREA A" and shared space in "AREA B" and Schedule A-2.
5. The use of the Licensed Premises shall be for the limited purposes as set forth in Schedule B hereof. Prior to making any improvements, alterations or modifications thereto, or placing any fixtures or personal property upon or above the area of the Licensed Premises, the Licensee shall submit a detailed site plan to the Superintendent of Public Buildings, or his/her designee depicting the nature and location of the proposed improvements, alterations or modifications. All improvements, alterations or modifications shall be made in accordance with the approved plan. Prior to starting the work, the Licensee shall obtain all permits necessary from any state or local agency or department which may be required by law to make such improvements, alterations or modifications.
6. Either the Licensee or the City may terminate this license without obligation or liability of any kind to the other as a result of said termination, upon written notice to the non-terminating party. For purposes of the termination provision of this license, the Mayor of the City shall have authority to exercise the City's right of termination on the City's behalf.
7. During the term hereof, Licensee shall take out and maintain such Comprehensive General Liability Insurance as will protect it and the City from claims from damages for personal injury, including action or omissions in the course of the use of this license property, whither such actions or omission are undertaken by the Licensee or by any contractor or subcontractor hired by or on behalf of the Licensee or any anyone directly or indirectly employed by or acting on behalf of any of the foregoing entities. The minimum limits of such insurance shall be as follows:

Bodily Injury Liability and Property Damage Liability \$2,000,000.00 (combined) each occurrence

Prior to the execution of this license, certificates of such insurance shall be filed with the City for its review. All policies of insurance shall be subject to the approval of the City with regard to the adequacy of the protection they purport to provide. **THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON EACH SUCH POLICY.** Insurance companies providing coverage hereunder shall be licensed by the State of Connecticut or otherwise acceptable to the City. Full disclosure of all exclusions shall be provided with respect to all required coverages. All policies relating to this license shall be written so that the City shall be notified of cancellation or change at least ten (10) days prior to the effective date of such cancellation or change.

Certificates of insurance shall be filed in triplicate with the City and shall state the limits of liability and the expiration date for each policy and type of coverage. Renewal certificates covering the renewal of all policies expiring during the life of this license shall be filed with the City not less than ten (10) days before the expiration of such policies.

The Licensee agree that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the City thereof and at the same time shall either reinstate the limits of said policy or policies or obtain a new policy or policies providing for full coverage in accordance with the limits established herein. Said replacement coverage shall be obtained within twenty-four (24) hours and the City shall be notified thereof within said time.

- 8. The Licensee agree that it shall indemnify and save harmless the City and any of its officers, agents, employees, Boards, Commissions and Representatives who may be named as co-defendants in any claim or suit, on account of any and all claims, damages, losses, judgments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) sustained by or alleged to have been sustained by the officers, employees, agents, Boards, Commissions and Representatives of the City or by any officers, employees, agents of the Licensee, or by any business invitee or patron of the Licensee, or arising out of damage to property real or personal, including the occupancy, of the Licensed Premises and/or the sidewalk adjacent to the Licensed Premises, alleged to have been caused in whole or in part by acts or omission of the Licensee or any business invitee of the Licensee or by anyone directly or indirectly employed or working for the Licensee, including volunteers, subcontractors, materialmen, suppliers and agents, in connection with the license or use of the Licensed Premises. The Licensee further undertake to reimburse the City for any damage to its real or personal property occurring in connection with the license or use of the licensed property by the Licensee or by any of its officers, agents or employees or any of its business invitees, unless the damage is caused by the City. The Licensee agrees to immediately restore any damaged property to its original condition to the sole satisfaction and approval of the City. Notwithstanding the foregoing, Licensee's obligation to indemnify City shall be limited to the extent of Licensee's available insurance coverage as required hereunder.
- 9. The Licensee agree to comply with, and conform to all laws of the State of Connecticut, and to the ordinances, rules and regulations of the City and to obtain all necessary permits to make any improvements, alterations or modifications to the Licensed Premises, from any applicable authority, including but not limited to the State of Connecticut, the Department of Health, Housing & Welfare, the Fire Marshal and the Department of Planning and Zoning of the City.
- 10. The Licensee agrees to restore the Licensed Premises to its original condition upon the termination of the license to the sole satisfaction of the City.
- 11. The Licensee agree that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the Licensed Premises, and that it shall maintain the Licensed Premises in a neat and orderly condition.

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.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

Witness

By: _____
Mark D. Boughton, Mayor

LICENSEE / Danbury Hackerspace, Inc.

Witness

By: _____
Michael Kaltschnee

R Rodriguez Associates
 Architects & Planners, LLC
 2000 Main Street
 Danbury, CT 06810
 Phone: 203-253-3333
 Fax: 203-253-3334
 Email: info@roa.com

ASCHETINO ASSOCIATES, LLC
 CIVIL/MECHANICAL ENGINEERING
 2000 Main Street
 Danbury, CT 06810
 Phone: 203-253-3333

ENGINEERING DESIGN GROUP, INC.
 CONSULTING ENGINEERS
 2000 Main Street
 Danbury, CT 06810

DO NOT SCALE DIMENSIONS
 AND CALCULATIONS TO
 THE ARCHITECT

**CONSTRUCTION
 DOCUMENT**
 PART 1
 FINISHES

(F&S)

DANBURY LIBRARY
 INNOVATION CENTER
 PROJECT
 188 MAIN STREET
 DANBURY, CONNECTICUT

FURNITURE PLAN
 & NOTES

NO.	DATE	DESCRIPTION
1	10/20/11	ISSUED FOR PERMIT
2	11/15/11	ISSUED FOR CONSTRUCTION

A-1.3
 SHEET 9 OF 25

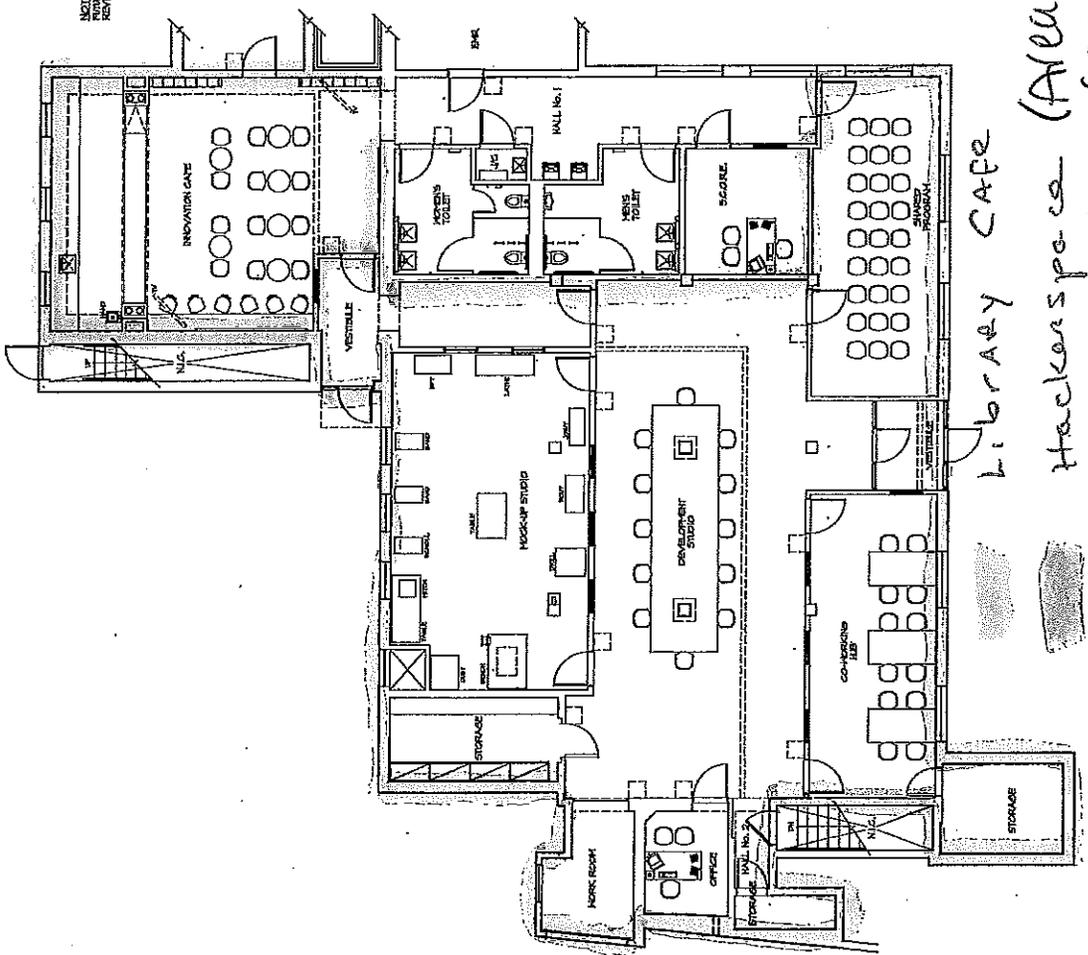
154



NOTE:
 REVERSE CONFORMANCE PLATES FOR EQUIPMENT
 REVERSE AT THE OF LICENSE APPLICATION.

GENERAL NOTES:

- DO NOT SCALE DIMENSIONS, VERIFY ALL DIMENSIONS IN THE FIELD. REFER ALL
 DIMENSIONS AND CALCULATIONS TO THE ARCHITECT.
- FINISHES AND MATERIALS TO BE USED TO BE DETERMINED BY THE ARCHITECT
 IN CONSULTATION WITH THE OWNER. ANY CHANGES TO THE FINISHES
 OR MATERIALS SHALL BE SPECIFICALLY NOTED ON ANY OTHER SHEET WITHIN
 THE SET OF DOCUMENTS. THANK YOU.



LIBRARY CAFE
 Hackerspace (Area A)
 Shared Space (Area B)
 SCORE OFFICE

① FURNITURE PLAN
 SCALE: 1/4" = 1'-0"

135

SCHEDULE A (2)

The LESSOR hereby issues to LESSEE and LESSEE hereby leases from LESSOR the following: AREA "A" a portion of the first floor of a certain building located at 150-162 Main Street in the City of Danbury, County of Fairfield and State of Connecticut, said AREA "A" consists of 3,000 square feet, more or less, as well as AREA "B" - portions of the first floor of a certain building located at 150-162 Main Street in the City of Danbury, County of Fairfield and State of Connecticut, said AREA "B" consists of 700 square feet, more or less. AREA "A" and AREA "B" are more particularly indicated on Schedule A which is attached hereto and made a part hereof and hereinafter referred to as the "leased premises".

SCHEDULE B

The Licenses Premises shall be used as a collaborative work space and educational resource for projects related to business and technology, where members and the general public can learn, create and share technology, art, craft and culture. The use shall include, but not be limited to, maintaining a physical space for workshops, project collaboration, project storage, shared equipment, libraries, exhibitions, lectures and all lawful activities in the furtherance of the stated purposes or those incidental to them.