

The Fairfield Hills Authority held a Regular Meeting on Monday, August 25, 2014 in the Council Chambers at the Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470.

These minutes are subject to the approval of the Fairfield Hills Authority

Present: Ross Carley, Michael Holmes, Terry Sagedy and Andrew Willie; **Absent:** Renata Adler, James Bernardi and Thomas Connors; **Also Present:** Pat Llodra, First Selectman; George Benson, Deputy Director of Planning and Land Use and Tammy Hazen, Clerk.

Mr. Holmes called the meeting to order at 7:02 PM.

PUBLIC PARTICIPATION – None

REVIEW / ACTION ON MINUTES – Tabled

FIRST SELECTMAN’S REPORT

Danbury Hall and Single Family Homes Project – Ms. Llodra distributed a document outlining funding for this project which encompasses abatement and demolition of the eight single family homes and Danbury Hall on campus. (Attachment A) The contractor initially engaged to do the abatement of the houses completed two structures and then realized the contract was insufficient given the nature of the hazardous material being discovered. Ms. Llodra said it has almost become impossible to anticipate the degree to which hazardous materials are present in any of the structures on campus. The contractor said he would either need an additional \$65,000 or be released from the contract. It was determined to release him from the contract and change plans moving forward, which resulted in continuing with the abatement and demolition of Danbury Hall. Once this is complete, discussions will continue regarding moving forward with the other homes. Mr. Holmes asked about specifics regarding the \$20,000 appropriation. Ms. Llodra said Bob Tait will contact Liz Stocker on this.

Engineer’s House – Discussion and Action, Lease and Allocation of Repair Funds – Mr. Holmes opened discussion about a proposed 18 month lease of the Engineer’s house for offices to be used by the Newtown Recovery and Resilience Team. The terms are \$18,000 for an 18 month period with the cost being funded by a grant from the Department of Justice. Ms. Llodra explained the grant that included two phases, the “crisis” and the “consequence” phases. This “consequence” phase includes the design of a community assistance team. She distributed the team’s mission statement (Attachment B).

She explained that they did not receive a contract from the Dept. of Justice until the middle of July. In seeking space for this team, they looked into sub-leasing space at 19 Church Hill Road, but found that the space was insufficient. The use of the Engineer’s House was brought to her attention and it was determined that improving the building for the team would work well with the anticipation of seeking approval by the Authority. Funding the improvements of the facility is supported by the lease portion of the grant. The improvements made include the installation of a sump pump, changing locks, painting, replacing the sidewalk, fixing the porch, abating mold in the basement and having it professionally cleaned. She said the building is an appropriate location for use by this team. The lease document was distributed and discussed (Attachment C). An expenditure sheet was also distributed (Attachment D). The Board of Selectmen will be holding a Public Hearing on this matter. It was noted that she had early conversations with the Chair about this. The team is being temporarily housed there pending approval.

Ms. Llodra said there has never been a lease on record for this building and has previously be used for housing the Economic Development office, then was assigned as a Police substation, and has been used for security personnel. She said this building has always had a municipal use. Mr. Benson said this building has historically been used by the Town. Ms. Llodra said the contract only runs for 18 months but could be extended with another grant. Mr. Holmes said in the meantime they have an improved

building that can be reused after 18 months for another purpose. With no quorum, a decision was not made and a special meeting will be called. Members will email Ms. Hazen their availability so she can set up a special meeting for the end of the week.

CHAIRMAN'S REPORT

Zoning Amendment Status – Tabled.

Campus Grounds Report – Mr. Holmes listed the work that has been done on campus, including mulching, landscaping and a new bench installed on the west side of the municipal building facing Shelton house (Attachment E) to commemorate the 60th Anniversary of Audrey J. Avery and Joseph D. Howard who met in 1951 while working at the Shelton House. Also, Public works has been installing underground infrastructure in Washington Square.

DIRECTOR OF PLANNING REPORT - Mr. Benson explained the restructuring of the Planning and Land Use office which now includes Betsy Paynter and Christal Preszler.

Ambulance Facility – Mr. Holmes said they expect to take occupancy within the next couple of weeks with a grand opening sometime in October. Christal Preszler will handle the lease. The building is quite impressive and sets a standard for the campus.

Parent Connection – Mr. Benson said they are going out to bid soon and is working with Fred Hurley who is helping with the grant process. Russ Bartley from R. W. Bartley & Associates is assisting as well as he has knowledge of the entire campus.

DECD – Brownfields Assessment Grant – Mr. Bartlet will be providing a proposal to assess the cost for cleaning up the buildings on campus. The grant is at the state level waiting approval.

Streetscape Planning – Mr. Benson showed the streetscape design for the campus that includes a parking lot behind the ambulance facility that will also be used by the Parent Connection as well as paving of the Washington Square loop, sidewalks, and updating the intersections. Progression depends on funding. It will be very basic sidewalks with redesigning and landscaping the intersections. There may be another grant for sidewalks on South Main Street with possible sidewalks from Walgreens down to Reed School. Trails will probably be integrated with the sidewalks.

MEMBER ITEMS – Discussion and Action

Plymouth Hall Preservation / Mothballing Update – Mr. Carley said they are coordinating with Land Use, Fire Marshal and Fred Hurley. Power will be brought over. Rob Sibley is coordinating with the Fire Marshal with pumping. This is scheduled for the beginning of September. Once it's pumped they will do a reading to see how fast the groundwater returns and then evaluate the two existing buried pumps.

Sandy Ground Playground Update – No update.

Mr. Carley discussed break-ins where copper wire and pipe have been stolen. The tunnel between Plymouth and Cochran has been breached. Fred Hurley said there is a great risk of air deprivation and people could easily suffocate since ventilation was cut off.

The meeting adjourned at 8:05 pm

Abatement/Demo Project Fairfield Hills
Danbury Hall & eight single family homes

Funding available:

EPA - \$200,000

FHA - \$20,000

CIP - \$250,000

Special Approp. \$45,000

Total: \$515,000

Resources used for work completed with single family houses : \$80,000

GRAND TOTAL (RESOURCES AVAILABLE): \$435,000

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Danbury Hall abatement costs:

BesTech \$300,000

TRC \$35,000

Bartley \$20,000

TOTAL ABATEMENT DANBURY HALL: \$355,000

Danbury Hall demolition cost: \$156,000

Total abatement and demo costs for Danbury Hall: \$511,000

Bottom Line: resources after abatement: \$435,000 - \$355,000 = \$80,000

demolition cost is \$156,000 plus a contingency amount

\$156,000 - \$80,000 = \$76,000 + contingency amt

resources needed to complete project ~ \$100,000



Recovery and Resiliency Mission

Mission

- A community wide integrated and collaborative initiative to create a vibrant, cohesive, functioning and resilient community

Goal

- Develop a strong and sustainable infrastructure
- Create support systems within the community
- Teach valuable coping skills

Outcome

- Strategic Project Plan
- Long Term Needs Assessment
- Communication Rhythm
- Sustainable Infrastructure of services

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R&R Team-Job Responsibilities

Community Outreach Liaison

- Creates town collaborative-Central point of contact
- Creates Short and Long Term Strategy
- Designs communication strategy
- Designs reporting metrics, metrics of success

Clinical Recovery Coordinator

- Holistic overview of services and funds available to community
- Point of contact for community assistance
- Identify needs gaps in community
- Feet on the street for issues in community

Case Manager (2)

- Client worker-assist to recovery in life skills
- Provide assistance and follow up
- Data collection
- Manage reimbursement operations

Project Manager

- Facilitates collaboration amongst funds and providers
- Executes on long term strategy
- Collects and reports metrics
- Executes communication
- Reconciles grants/services

THIS LEASE, effective as of the ____ day of July, 2014, is made by and between the **TOWN OF NEWTOWN**, a municipal corporation of the State of Connecticut, having its territorial limits in Fairfield County, whose address is 3 Primrose Lane, Newtown, Connecticut 06470 ("the Landlord"), and **THE NEWTOWN RECOVERY AND RESILIENCY TEAM**, a non-profit corporation, whose address is 28 Trades Lane, Newtown, Connecticut 06470 ("the Tenant").

WITNESSETH THAT:

Demise and Taking. The Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord, for the term and upon the rental hereinafter specified, the premises known as 28 Trades Lane, which was part of the former state facility known as Fairfield Hills Hospital. Tenant shall have further use of all roads, drives and other areas designated by the Landlord for the common use by the Tenant and others of the Fairfield Hills Campus, including, but not limited to, the common parking areas on the Fairfield Hills Campus.

Term. The term of this lease shall be for a period of eighteen (18) months beginning on August 1, 2014 (the "Commencement Date") and ending on January 31, 2016.

Option to Renew. Provided that the Tenant is not in material default hereunder, the Tenant shall have the right and option of extending the original term of this lease for an additional term of _____ () months, subject to all of the terms, covenants and conditions of this lease, provided, however, the rental during each of the option periods shall be mutually agreed upon by the parties hereto.

Such option shall be exercised by notification by Tenant to Landlord, in writing, of its election to do so, no later than three (3) months prior to the expiration of the original term hereof.

Rent. The monthly rent ("Rent") for the term of this lease shall be \$1,000 per month, or \$18,000, payable, in one installment, in advance.

THE ABOVE LETTING IS UPON THE FOLLOWING TERMS AND CONDITIONS:

FIRST – Quiet Enjoyment. The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

SECOND – Use. The Tenant covenants and agrees to use the demised premises for administering and fulfilling the provisions of the Department of Justice Grant to the Town of Newtown, and agrees not to use or permit the use of the demised premises for any other purpose without the prior written consent of the Landlord.

demised premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. Ground maintenance and snow removal from the parking lot and sidewalks shall be the responsibility of the Town.

(B) The Landlord shall make any and all repairs and replacements to, and shall also maintain the water, air conditioning, plumbing and electrical systems serving the demised premises as well as any and all repairs, replacements and renewals with respect to the interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, which repairs and replacements shall include, without limitation, repairs and replacements of the roof, foundation and exterior portions of the building on the demised premises.

(C) No alterations, installations, additions, improvements or erection of signs shall be made by the Tenant, in any case, which do not conform to the laws of the State of Connecticut and the Town of Newtown, and the Fairfield Hills design criteria, and with respect to which all required governmental permits and approvals have not first been obtained.

(D) Landlord agrees to dig trenches from the green fence post to building for access for Charter and AT&T for internet and phone service. Landlord also agrees to remove excess furniture, leaving behind furniture items that are noted by Tenant to be used in their operations.

(E) Tenant shall be responsible for installation of Charter internet and AT&T phone system. Tenant shall be responsible for cleaning and restoring the building (cleaning and painting). Landlord shall remove and replace moldy sheetrock in basement and install door in case manager's office. Tenant shall install outlet for direct power source for sump pump.

SIXTH – Mechanic's Liens. In the event that any mechanic's lien is filed against the demised premises as a result of alterations, additions or improvements made by the Tenant, the Landlord and Tenant will attempt to determine in good faith a resolution of such Mechanic's Lien. In the event that a mutual agreement is not reached within 30 days of the date of the Mechanic's Lien, then the Landlord, at its option, after thirty (30) days' prior written notice to the Tenant, may terminate this Lease and may pay said lien, without inquiring into the validity thereof, same constituting a default under this Lease by the Tenant, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging said lien, as additional rent hereunder.

SEVENTH – Glass. The Landlord agrees to replace, at the Landlord's expense, any and all glass which may become broken in and on the demised premises.

EIGHTH – Hold Harmless; Insurance. The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in, on or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises, or for the acts, omissions or negligence of other persons or

premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety (90) days from the happening of such injury, then in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender the demised premises and all of the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may reenter and re-possess the premises thus discharged from this Lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety (90) days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the demised premises shall be so lightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and, in that case, the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the demised premises.

If the Landlord shall elect to undertake to repair the demised premises, then, to the extent that the Tenant is unable to use the demised premises or any portion thereof, an appropriate suspension or adjustment (related to the portion of the demised premises that is not usable by the Tenant) in rent shall be made during the period of repair. The Landlord shall proceed to make such repair with reasonable speed, taking into account, however, the difficulty in obtaining a contractor or contractors for such work on an immediate basis, the settlement of any insurance claims in connection with said destruction or casualty, all other factors related to such repair outside of the Landlord's reasonable control, etc.

TWELFTH – Observance of Laws, Etc. The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

THIRTEENTH – Signs. No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord and shall be permitted by the zoning regulations of the Town of Newtown, for shall any temporary signs, advertisements, or notices be allowed.

hereunder, without prejudice to or waiver of or effect upon the said Notice to Quit, suit or judgment.

FIFTEENTH – Notices. All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered or certified mail, addressed to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on said premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered or certified mail or delivered to the Landlord at 3 Primrose Lane, Newtown, Connecticut 06470, or to such other party or place as the Landlord may from time to time designate in writing.

SIXTEENTH – Bankruptcy, Insolvency. If, at any time during the term of this lease, the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant or the Tenant's legal representatives. In any such case, the Landlord shall also be entitled to the rights and remedies called for under Paragraphs Third and Fourteenth hereof related to the balance of the term of this lease.

SEVENTEENTH – Holding Over. In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of its term, and, thereupon, be entitled to all the remedies against the Tenant provided by law. In that situation, the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

EIGHTEENTH – Condemnation. If the demised premises, or any part thereof, shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of the Landlord, shall forthwith terminate, and the Tenant shall have no claim or interest in or to any award of damages for such taking.

The entire proceeds of any such taking shall be the property of the Landlord, subject, however, to the Tenant making whatever claims are available for the undepreciated portion of the costs and expenses of leasehold improvements at the demised premises actually paid for by the Tenant and/or relocation and/or moving

The Tenant shall not knowingly at any time permit to be used, stored or kept on the demised premises any "chemical liquids", "hazardous waste", "solid, liquid or gaseous products" or "waste oil" as those terms may be defined by statutes and laws of the State of Connecticut as the same now exist or may hereafter be amended, except in accordance with applicable law and regulations.

The Tenant shall, upon the request of the Landlord, either during the term of the lease or at the expiration thereof, take all steps and perform all acts necessary and required to remove, remedy and correct, at the sole expense of the Tenant, any condition at the demised premises caused in whole or in part by discharge, spillage, uncontrolled loss, seepage or filtration caused by the Tenant of "oil or petroleum" or "chemical liquids" or "solid, liquid or gaseous products" or "hazardous waste" or "waste oil" which may occur at any time during the term of the lease and arising from the Tenant's use and occupancy of the demised premises, to perform such removal, remedy or correction diligently and within a reasonable time, and to comply with all orders of governmental agencies which may be issued with respect to such discharge, spillage, uncontrolled loss, seepage or filtration at the sole expense of the Tenant and in a diligent manner.

The Tenant shall indemnify and hold the Landlord harmless from and against any and all loss, claim or expense, including, but not limited to, fines, penalties and counsel fees, which the Landlord may incur after the Commencement Date and during the term of this lease relating to or arising out of any discharge, spillage, uncontrolled loss, seepage or filtration of any "chemical liquids", "hazardous waste", "solid, liquid or gaseous products" or "waste oil" at the demised premises which may occur in violation by Lessee of any provision of this Paragraph Twenty-Sixth.

SIGNATURE PAGE FOLLOWS

Responsibilities of Town:

- DPW dig from green fence post to building for access by Charter and AT&T for internet and phone service installation (no charge expected);
- Snow removal from lot and sidewalks;
- Ongoing basic landscape maintenance
- Access to mailbox between Municipal Center and NYA;
- Remove all papers and paper files from working areas;
- Remove excess furniture, leaving behind furniture items that are noted by Tenants to be used in their operations;
- Collect fee, from which improvements will be paid, including monthly electrical and propane (for heat).
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Draft - estimated expenses August 12, 2014

<u>Date</u>	<u>Transaction</u>	<u>Amount</u>	<u>Balance</u>
2014	Expected payment for use of building	\$18,000.00	\$18,000.00
08/01/14	Acorn Electric Inv. 6121 sump pump install	\$250.00	\$17,750.00
08/18/14	DPW expenses - Home Depot pcard, Arlene paid	\$413.19	\$17,336.81
08/18/14	DPW expenses - Newtown Hardware, Arlene paid	\$336.29	\$17,000.52
08/18/14	DPW expenses - Interstate Lakeland Lumber CP Paid	\$854.13	\$16,146.39
	Cleaning	\$737.00	\$17,013.00
	Locksmith	\$300.00	\$16,713.00
	Sheetrock removal, basement	\$1,250.00	\$15,463.00
	LRM sidewalk - estimate	\$1,800.00	\$13,663.00
			<u>\$13,663.00</u>
	Painting estimate - Rick Werden	\$10,400.00	\$3,263.00
	Covered under operating expenses of NRRT Copier, a/c units, furniture moving, furniture		
	No charge expected for conduit / service to building AT&T and Charter, actual hook up only.		



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To commemorate the 60th Anniversary of
Audrey J. Avery and Joseph D. Howard
who met on March 27, 1951 while working at Shelton House.
They married on February 29, 1952.