

Board of Selectman
April 21, 2014

THESE MINUTES ARE SUBJECT TO APPROVAL BY BOARD OF SELECTMEN

The Board of Selectmen held a regular meeting Monday, April 21, 2014 in the Council Chamber of the Municipal Center, Newtown. First Selectman Llodra called the meeting to order at 7:00 pm.

PRESENT: First Selectman Llodra, Selectman William F.L. Rodgers and Selectman James O. Gaston, Sr.

ALSO PRESENT: Anne Alzapiedi, Elizabeth Rallo, Joni Capoccitti, Robert Geckle, Amy Mangold, Dr. Joe Erardi, Chief Michael Kehoe, Debbie Leidlein, Rick Camejo, two members of the public and two members of the press.

First Selectman Llodra introduced the new Superintendent of Schools Dr. Joe Erardi. Dr. Erardi thanked First Selectman Llodra for her support. He was appointed on January 17; in the interim the community has made the Erardi family feel very comfortable. Dr. Erardi looks forward to working with the Board of Selectmen in a collaborative way.

First Selectman Llodra noted there will be a special presentation for Anne Alzapiedi who has been with the town for a year, on loan from GE, and will be returning full time to GE on April 28.

Anne Alzapiedi presented a final report of the work accomplished by the GE Team. (Att. A). First Selectman Llodra stated the communications platform developed by Anne was extraordinary. When GE approached the First Selectman she asked for smart, committed people who were willing to work hard. The communications piece was the biggest piece, the most powerful and the one that sustained us so well over the past sixteen months. Following the report Ms. Alzapiedi, speaking for the GE team, thanked the town for the opportunity saying they have grown as people, as parents and as professionals. It has been a privilege to do this work. Ms. Alzapiedi thanked the town for the ability to help in a way that is historic and meaningful.

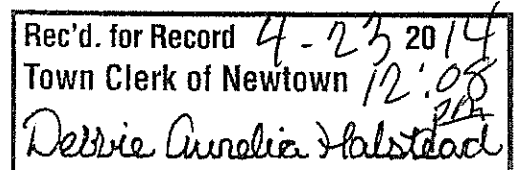
First Selectman Llodra stated Anne is a trusted colleague, a partner with wisdom, patience, exceptional work ethic, confidence and is insightful with the right balance of heart and head.

Kyle Lyddy, Chairman of the Permanent Memorial Commission, sent a letter on behalf of the commission saying Anne's ability to organize the group of twelve strangers from scratch has been extremely important and beneficial. Anne kept the group focused on the mission and derailed any potential distractions. Anne has shown the group the importance of listening to each other and taking their time in making decisions. Anne has guided Kyle as the leader of the group. He wished her the best of luck saying she has been an incredible asset to our community.

Bob Geckle said that Anne is very organized and focused in the face of extreme anxiety and despair. She is a communicator extraordinaire, helping people relay exactly what they wanted to say with consistency and clarity. Anne is a person that cares.

Amy Mangold, Director of Parks and Recreation, thanked Anne for her kindness, compassion and her ability to be a strong leader. Anne is a wonderful leader who has been a great help to the First Selectman. Anne has the ability to take a panoramic view, slice it down and come back with exactly what is needed. Anne is a special asset to the town and very humble, never looking for credit.

Chief Michael Kehoe said the GE team was an unflappable team. The team has talent beyond all capabilities and the Police Department knew they could count on the team. GE helped when stress levels were exceptionally high and the things that GE has done have made a difference for all of us. Chief Kehoe thanked the group from the bottom of his heart.



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Debbie Leidlein, Chairman of the Board of Education was a part of the Committee of 26. She doesn't know how the group would have gotten through without the organizational skills GE possessed, helping to bring the group together, making sure the process was fulfilled to the extent it needed to be. So many things were weighing heavily on us and GE carried us through.

First Selectman Llodra said the logistics to getting the government levels together in the decision making process were extraordinary. Because of the work Anne, Elizabeth and Joni did the group was able to conduct business in a way that was productive, positive and focused.

Selectman Jim Gaston said he appreciated the leadership role Anne took on; it is a significant responsibility. The appointment is a reflection on Anne, the Town and GE; he is extremely grateful GE made that appointment and that she assumed the role. Well done.

Selectman Rodgers said that Anne is incredibly humble, low key and able to recognize the importance of being behind the scenes. It is remarkable that Anne was a key player that was under the radar; it is a credit to Anne.

First Selectman Llodra read the proclamation (Att. B).

Elizabeth Rallo of GE said that Anne brought the best GE has to offer and brought her heart also. Anne made the team feel welcome and appreciated. It is a special bond the GE team has. Anne was generous with her skills and her time and never too busy to help. She was a leader and a boss but is also a friend and a mentor.

Joni Capoccitti appreciates all Anne has done. Anne has demonstrated grace under pressure, was always there to guide, coach and counsel with a smile on her face. Joni learned a lot about herself with the support and guidance of Anne. She appreciates the opportunity to experience this extremely rewarding opportunity.

First Selectman Llodra said she has had a wonderful experience and noted we are in a better position because of the work of the GE team.

VOTER PARTICIPATION: none.

ACCEPTANCE OF THE MINUTES: Selectman Gaston moved to accept the minutes of 4/7/14. Selectman Rodgers seconded with the following corrections: Selectman Rodgers name was misspelled under item #6, New Business. Under Selectman Rodgers recognition of Elizabeth Rallo the word 'common' should read 'uncommon' All in favor of the minutes as modified.

FINANCE DIRECTOR REPORT: none.

COMMUNICATIONS: none.

UNFINISHED BUSINESS:

Discussion and possible action:

1. **Newtown Parent Connection:** Selectman Rodgers moved the Board of Selectmen authorize the First Selectman to sign the Newtown Parent Connection Lease. Selectman Gaston seconded. All in favor. Selectman Gaston moved the Board of Selectmen authorize the First Selectman to sign the Sub-Recipient Agreement. Selectman Rodgers seconded. All in favor. (Att. C, D)
2. **Strategic Planning for Municipal Facilities:** First Selectman Llodra said the intention of the RFP will be discussed further regarding what buildings will be looked at. There will be further discussion on a community based group; she suggested having GERALYN HOERAUF of Diversified come to the next

Selectman meeting to discuss possibilities and open up the discussion a bit. First Selectman Llodra will attend a Police Commission meeting. There is a subcommittee formed to focus resources on building a new police department; she would like to work together and not have Ad Hoc activities. There are three buildings in need of a better assessment in terms of use and reuse: Town Hall South, Hook & Ladder and the Multipurpose Building. Selectman Rodgers would like to avoid the old POCD problem of 'it gets put on a shelf'. As departments are involved use straight forward questions relative to likes and dislikes.

NEW BUSINESS:

Discussion and possible action:

- 1. Hook & Ladder Update:** Rick Camejo from Newtown Hook & Ladder was present for an update on the new firehouse. There is no contract signed but major impediments have been resolved and he is hoping to have a contract signed by the end of the week. Soil testing has been done, the site plan is being worked on already and they are hoping to start construction by the middle of summer. The next boards to review will be Planning & Zoning, the Borough, Water & Sewer and the Police Commission. Selectman Rodgers suggested verification with George Benson that the State Traffic Commission does not have to be involved. First Selectman Llodra asked Mr. Camejo to keep the board informed.
- 2. Scheduling reports & updates: H&L, Economic & Community Development Office, Permanent Memorial Commission, Fairfield Hills:** Hook & Ladder will return to update the Board in October. The Regionalizing Dispatch group will come the first meeting in May or the first meeting in June. The Economic & Community Development office will come in May to discuss brownfields and Fairfield Hills.
- 3. Appointments/Reappointments:** Selectman Rodgers moved the appointment of Craig Ferris, 3 Orange Pippin Road, SH to fill a vacancy on the Inland Wetland Commission to expire January 6, 2017. Selectman Gaston seconded. All in favor. Selectman Gaston moved to re-appoint Matt Schaub and Cynthia Edgar as Assistant Municipal Animal Control Officers for a one year term to expire April 17, 2015. Selectman Rodgers seconded. All in favor. First Selectman Llodra announced the vacancy on the Economic Development Commission for a republican or unaffiliated voter. The last day to apply is May 16 with an anticipated appointment date of May 19.
- 4. Driveway Bond Releases/Extensions:** none
- 5. Tax Refunds:** Selectman Rodgers moved to the April 2014 Refunds; Refund No. 17, 2013-2014 in the amount of \$ 5,113.73. First Selectman Llodra seconded, Selectman Gaston abstained. Motion passed.

VOTER COMMENTS: none.

ANNOUNCEMENTS: none.

ADJOURNMENT: Having no further business the Board of Selectmen adjourned their regular meeting at 8:17pm.

Respectfully submitted,



Susan Marcinek, Clerk

- Att. A: GE Newtown Accomplishments
- Att. B: A. Alzapiedi proclamation
- Att. C: Newtown Parent Connection Recommended Lease Terms
- Att. D: Newtown Parent Connection and Subrecipient Agreement

GE Newtown Accomplishments

April 21, 2014

Team Mission: As GE employees dedicated to the Town of Newtown under the direction of the First Selectman, to lead a private-public partnership providing leadership, vision and strategic direction on a variety of after-crisis initiatives.

Priorities	Delivered
Communication	<ul style="list-style-type: none"> • Produced communication framework and social media strategy for the Town establishing a mechanism for open two-way communication, information sharing, and community problem solving. • Successfully utilized social media for rapid distribution of information increasing Facebook reach from 600 average views to 4,600+ views and launched Town Twitter. • Managed release of the Sandy Hook School 911 tapes and press interaction including town press releases, blogs, and television interviews. • Drafted whitepaper document - Municipal Guide: Practical Lessons Learned in Newtown, CT.
One Year Anniversary Planning	<ul style="list-style-type: none"> • Partnered with First Selectman to craft and execute media strategy resulting in almost no media presence on December 14th. • Served as Town media point of contact, successfully managed 150+ reporters/media outlets, and conducted three press conferences for local/national print and television/radio media. • Produced Town spokespeople biographies, first ever Town press kit, and talking points for Town employees.
Building Resiliency	<ul style="list-style-type: none"> • Developed and launched www.onenewtown.com, a website that brings information on Newtown's recovery together in one place and focuses on information, support resources, First Selectman Pat Llodra's blog and stories that connect the community. • Assisted CT Office of Victim Services on Department of Justice grant to ensure grant submission consistency and transparency. Developed Town's Resilience Organization and Plan, structure and budget to organize social services providers and meet Newtown's longer term social service needs.
Permanent Memorial Commission	<ul style="list-style-type: none"> • Crafted process to create Permanent Memorial Commission, managed candidate submissions, and developed candidate summaries for Board of Selectmen review and consideration. • Once formed, worked with the Commission to craft mission statement, determine operating structure, and facilitate go-forward strategies.

GE Donation	<ul style="list-style-type: none"> Partnered with GE to deliver \$15 million multi-year grant to build Newtown Community Center, managing communications with local officials and press.
Funds Management	<ul style="list-style-type: none"> Partnered with Newtown Charities Coordination Committee to launch www.newtowncharities.org, a community website that details Newtown & Sandy Hook related charitable funds and organizations. Facilitated multiple fund and service provider meetings to ensure awareness among organizations, share best practices, and develop financial soundness/sustainability plans.
Donations Management	<ul style="list-style-type: none"> Created and documented process for cataloging, archiving, tracking, and disbursing donations. Partnered with Donations Committee to assign 1800+ offers for goods and services to be processed.
Event Management	<ul style="list-style-type: none"> Organized event details and logistics for multiple Town events in 2013 and established event guidelines currently utilized by several Town departments: <ul style="list-style-type: none"> Red Sox Event – May Yankees Event – July Big Time Rush Concert – July New Haven Open – July Mets Event – September
Sandy Hook Elementary School Decision & Build Process	<ul style="list-style-type: none"> Managed communications and logistics for Sandy Hook Elementary School decision process; partnering with the Harwood Institute. Project managed demolition and rebuild of the Sandy Hook Elementary School in the areas of construction, land use, legal and process work streams. Produced a series of Q&As for the public and media to provide updates on project status and decision making process.
Newtown Public School Support	<ul style="list-style-type: none"> Assisted Interim Superintendent in reviewing communications sent to parents on school events, emergency/crisis events, information disseminated by the press, press events, etc. Worked with the Newtown Board of Education sub-committee to ensure all district policies are up to date and communicated. Provided crisis guidelines to school support staff to use in case of emergency and organized mock drills and refresher crisis training with Newtown district office and principals.

Re: Newtown Parent Connection Lease

Recommended Lease Terms:

- Tenant is Newtown Parent Connection, Landlord is the Town of Newtown, CT
- Tenant wishes to lease a certain premises known as Duplex #63R and #63L, 2 & 4 Washington Square for the purpose of conducting their non-profit activities
- The term of the lease shall be ten (10) years at \$1 per year rent to be paid in full on commencement date TBD
- Thereafter, the Tenant and Landlord agree to the option for two renewals for an additional ten years each, for terms to be decided upon / negotiated at that time
- Ten years to commence at set date TBD, at commencement of lease
- Tenant agrees to pay an initial Common Area Maintenance charge (CAM) of \$1905.12 per year, calculated at the rate of \$0.42 per square foot of gross building area (4,536 square feet), to be payable semi-annually
- Landlord agrees to allow the NPC to utilize the common parking areas available upon the campus
- Tenant agrees to pay the cost of bringing the utilities (sewer, water, electric, gas, telecommunications) from their existing locations to the demised premises
- Tenant agrees to pay its own utility bills (gas, electric, telecommunications) and for water and sewer use
- Building maintenance is Tenant's responsibility
- If NPC is unable to maintain the building and ongoing operations, the duplex will revert to the Town of Newtown
- No subleasing shall be permitted without express permission from Landlord. Potential impact to DSS grant
- Demised premise – shall be Duplex 63R and 63L plus ten feet around building

Approved by the Fairfield Hills Authority 8/21/2013

**TOWN OF NEWTOWN
Office of the First Selectman**

PROCLAMATION

WHEREAS, Anne Alzapiedi joined our recovery effort voluntarily and with great enthusiasm and commitment for helping our community

WHEREAS, Anne Alzapiedi established herself as an effective leader and coach to the overall efforts of the GE Newtown team; and

WHEREAS, Anne Alzapiedi successfully led the development and execution of a Communication and media strategy for the first-year Anniversary efforts ensuring a peaceful community reflective day with no press in the community on 12/14; and

WHEREAS, Anne Alzapiedi worked with the First Selectman directly as a close and trusted advisor; and

WHEREAS, Anne Alzapiedi supervised the management of the Newtown Charities Coordination Committee and the donations process through the recovery team and created the onenewtown website to provide regular updates to the community as to the progress of the town's recovery efforts; and

WHEREAS, Anne Alzapiedi oversaw the Events creation and coordination process; and

WHEREAS, Anne Alzapiedi led the creation of the Permanent Memorial Commission to recognize the tragedy of December 14, 2012; and

WHEREAS, Anne Alzapiedi assisted senior members of GE Leadership to coordinate and present a \$15M donation to the Town for a new Community Center to be built; and

WHEREAS, Anne Alzapiedi demonstrated great kindness and understanding of human emotion in dealing with families and individuals in states of stress and grief; and

WHEREAS, Anne Alzapiedi responded with sensitivity and compassion to all requests from the members of the community.

NOW THEREFORE, BE IT RESOLVED, that Anne Alzapiedi be justly honored on this Twenty First Day of April in The Year of Our Lord Two Thousand and Fourteen.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Newtown to be affixed.

E. Patricia Llodra, First Selectman

THIS LEASE, effective as of the _____ day of _____, 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 Street, Newtown, Connecticut 06470 ("the Landlord"), and **THE NEWTOWN PARENT CONNECTION, INC.**, a non-profit corporation, whose address is _____ Street, 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 Building 63R and 63L also known as 2 & 4 Washington Circle, including ten (10) feet around the perimeter, 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 ten (10) years beginning on _____, 2014 (the "Commencement Date") and ending on _____, 2024.

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 two (2) successive periods of ten (10) years each, 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 earlier than one (1) year, nor later than six (6) months, prior to the expiration of the original term hereof.

Rent. (A) The annual rent ("Rent") for the first ten (10) years of the term of this lease shall be ONE DOLLAR (\$1.00), payable, in one installment, in advance.

(B) Tenant agrees to pay an initial common area maintenance charge ("CAM") of \$1,905.12 per year (calculated at the rate of \$0.42 per square foot of gross building area of 4,536 sq.ft.) to be payable semi-annually. Landlord agrees to review the costs related to the CAM on a yearly basis and adjust up or down accordingly.

CAM charges shall include, but not be limited to, snow removal and outdoor maintenance including lawn mowing on the Fairfield Hills campus and electricity for common parking areas and signage.

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 primarily for not-for-profit activities in connection with preventing of drug abuse through education and support activities 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. The use of the premises shall be further regulated by the rules of the Fairfield Hills Authority as adopted, modified or amended from time to time and the State Bond Commission Action of January 25, 2013 (pgs. 71/72 of Minutes).

THIRD – Re-entry, Etc. Upon Default by Tenant. The Tenant shall, without any previous demand therefore, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided.

FOURTH – Subletting. The Tenant shall not sub-let, license or allow licensing of the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

FIFTH – Condition, Alterations, etc. (A) The Tenant has examined the demised premises, and accepts them in their present condition "as is" (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of said premises. The Tenant shall keep the demised premises in good condition, and shall paint and renovate said premises as may be necessary to keep them in repair and good appearance. The Tenant shall quit and surrender the demised premises at the end of the term of this lease in as good condition as the reasonable use thereof will permit. Except those permitted under Article Seventh, the Tenant shall not make any alterations, additions, or improvements to the demised premises without the prior written consent of the Landlord except for those items contemplated in (B) below. Upon the conclusion of the lease term, including any extensions or renewals thereof, all erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the demised premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall become the property of the Landlord and shall remain upon and be surrendered with the demised premises as a part thereof, without compensation to the Tenant. The Tenant further agrees to keep the interior of the demised premises and the plants and shrubs within ten (10) feet of the building in which the demised premises is located and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter, provided however, in the event the Landlord is not, in its sole discretion, satisfied with the maintenance, the Landlord shall have the option of doing the maintenance and rendering at statement to Tenant. Any ground maintenance shall be

regulated by the rules and regulations of the Fairfield Hill Authority. Said statement to be paid thirty (30) days from the date rendered. Ground maintenance (except as to shrubs and plants within the ten (10) foot perimeter around the building) and snow removal (including clearing and plowing all roads, drives, walkways and other common areas necessary or convenient for access the demised premises) shall be the responsibility of the Landlord, and Landlord shall keep the same in a good, clean, safe and passable condition.

(B) The Tenant shall maintain, and make any and all repairs and replacements to, 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, to the extent that any such maintenance, repairs, replacements or renewals are necessary to preserve in good working order and condition of the demised premises, all at Tenant's cost.

(C) Any repairs which are the obligation of the Tenant hereunder shall be made as soon as reasonably possible but, in any case, within thirty (30) days after written notice by the Landlord, who shall have the right to inspect the demised premises at all reasonable times for the purpose of ascertaining its condition of repair. Failure of the Tenant to make such repairs as aforesaid shall constitute a breach of covenant under this lease, and shall give the said Landlord the option of entering the demised premises for the purpose of making repairs as needed, or, terminating this lease at Landlord's option pursuant to the terms of Paragraph Fourteenth. Notwithstanding the foregoing, if any repair is of a nature that it cannot, in the exercise of reasonable diligence, be performed within said thirty (30) days, the same shall not be a default hereunder if the Tenant commences such repair within said thirty (30) days and thereafter diligently prosecutes said repair to completion.

(D) 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.

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 pay said lien, without inquiring into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging said lien, as additional rent hereunder, failing which, the Tenant shall be in default hereunder and the Landlord may thereafter, at its option, terminate this Lease.

SEVENTH – Tenant Improvement. Landlord shall administer to the Tenant an allowance of \$500,000.00 (the "Tenant Improvement Allowance") for the renovation, repair and improvement of the demised premises (the "Tenant Improvements"), provided for and subject to the terms and conditions imposed under a certain Grant from the State of Connecticut Department of Social Services. The Tenant Improvement allowance funds shall be administered and disbursed in accordance with a Subrecipient Agreement, attached hereto as Schedule A.

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 tenants in and about the demised premises, except where such loss or damage is the result of the negligence or willful act or omission of the Landlord or its agents, servants, employees, or contractors. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property or injuries to persons occurring in, on or about the demised premises, excepting those claims and liability resulting from the negligence or willful act or omission of the Landlord or its agents, servants, employees, or contractors.

The Tenant shall carry the following insurance covering the demised premises and the appurtenances thereto:

The Tenant shall deliver to the Landlord a valid and currently dated Certificate of Insurance (COI) naming the Town of Newtown (and all of its elected boards and commissions) as an Additional Insured on the Commercial General Liability (CGL) policy carried by the Tenant. At a minimum, the COI shall indicate that the following coverages and limits are in place:

Commercial General Liability: Minimum Limits Required:

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$ 100,000* Fire Damage – Any One Fire
- \$ 5,000 Medical Expense – Any One Person

*Betterments/Improvement coverage for the replacement cost of building, whichever is greater.

As stated above, Town of Newtown (and all its elected or appointed directors, officers, officials and members of all of its boards and commissions) will be added as an Additional Insured onto the CGL policy carried by the Tenant.

The CGL policy carried by the Tenant shall contain a Waiver of Subrogation clause and the Tenant hereby agrees to waive the Tenant's right of recovery against the

Town of Newtown (and all of its elected or appointed directors, officers, officials and members of all of its boards and commissions).

NINTH – Utilities. The Utilities and services furnished to the Demised Premises, for the benefit of the Tenant, shall be provided and paid for as follows: water by the Tenant; gas by the Tenant; electricity by the Tenant; heat by the Tenant; refrigeration by the Tenant; hot water by the Tenant, Sewer Use charges by the Tenant, and any and all other utilities, if any, by the Tenant as well; the Tenant to be responsible for the payment for all utilities and services serving the Demised Premises. All cleaning of the Demised Premises shall be at the sole cost and expense of the Tenant. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

Landlord shall, at the Landlord's sole cost and expense, as soon as commercially reasonable following the full execution of this Lease, bring all conduits, pipes, ducts, lines, mains, wires and other facilities necessary to provide electricity, water, sewer, gas (if applicable) and telecommunications to the curb immediately in front of and adjoining the demised premises. Tenant shall thereafter, at its sole cost and expense, bring such conduits, pipes, ducts, lines, mains, wires and other facilities necessary to provide electricity, water, sewer, gas (if applicable) and telecommunications to a point of connection on the building in which the demised premises are situated (collectively, the "Utility Work"). All utilities must be underground (no overhead wires). In furtherance thereof, for and in consideration of the covenants and agreements contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby grant unto Tenant, its successors and assigns, the perpetual right, privilege and easement to install, maintain, repair, replace and use meters, underground lines, mains, pipes, ducts, conduits, wires and other facilities on any real property owned by the Landlord, as may be required, together with the right to use the area up to ten (10) feet wide from any such improvements for purposes of construction, maintenance and repair activities for the utilities located in said easement. Said utility easement shall be used (1) to construct, install, maintain, inspect, repair, replace and operate utility services including, but not limited to, electric, water and sewer service through, over, under and across the Landlord's real property, (2) for the purpose of delivering such utility services to the demised premises, and (3) to the extent such connection shall be permitted by the supplier of such utilities and by applicable laws, rules, regulations, codes and ordinances. The foregoing easement shall run with the land and shall inure to the benefit of Tenant, and shall be binding upon Landlord and their respective successors and assigns for so long as this Lease remains in force and effect.

TENTH – INTENTIONALLY OMITTED.

ELEVENTH – Destruction or Damage. In the event of the destruction or partial destruction of the demised premises by fire, explosion, the elements or otherwise during the term hereby created, Tenant shall repair same in a timely manner. Notwithstanding the foregoing to the contrary, in the demised premises are materially or substantially

damaged (i) to the extent of 50% or more of the insurable value of the improvements thereon, or (ii) during the last 2 years of the term hereof, then, in either of such events, the Tenant may, at its option, elect to terminate this Lease by written notice to the Landlord given within thirty (30) days following such destruction provided that after making such election, Tenant shall proceed with reasonable diligence to (1) demolish the damaged improvements on the demised premises to street grade, (2) remove all debris from such demolition, (3) put the land within the demised premises in good, safe, lawful and orderly condition, and Tenant assigns to Landlord all remaining insurance proceeds payable or received arising from the damage or destruction.

TWELFTH – Observance of Laws, Etc. The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State 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. Tenant shall not erect any signs on the Property or Building thereon without the consent of the Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), and which do not conform to the laws of the State of Connecticut, Town of Newtown, and the Fairfield Hills design criteria.

FOURTEENTH – Default by Tenant. In case of violation by the Tenant of any of the material covenants, agreements and conditions of this lease and upon failure to discontinue such violation within thirty (30) days after written notice thereof given to the Tenant, Landlord may, at its option, cure any default that can be cured monetarily and charge the Tenant therefore and if monetary damages cannot cure the default, Landlord may, at its option terminate this Lease on sixty (60) days written notice to Tenant. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to reenter upon the demised premises after the said breach or violation.

Whenever this lease shall terminate either by lapse of time or by virtue of any of the expressed stipulations herein, the Tenant hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process, as well as any right to trial by jury. Tenant further waives all rights to the structure and all improvements on the premises and shall provide Landlord with a bill of sale for said structure and all improvements for One Dollar.

After service of a Notice to Quit, commencement of a suit, including a summary process proceeding, and/or obtaining of a final judgment for any cause arising under this lease or the breach hereof, the Landlord may still receive and collect, for use and occupancy of the demised premises by the Tenant, any "rent" or "additional rents" due 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 send a copy by registered or certified mail, addressed to the Tenant at the demised premises, or to such other party or place as the Tenant may from time to time designate in writing. 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 Paragraph 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 (or conveyed to such authority in lieu thereof), this Lease shall terminate as to the portion of the demised premises so taken, or if all of or a material portion of the demised premises is taken so that in the reasonably judgment of Landlord and Tenant

the demised premises are no longer suitable for the conduct of Tenant's business therein, this Lease shall terminate. 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 the Tenant Improvements and any other alterations made at the demised premises and paid for by the Tenant and/or relocation and/or moving expenses. Following such termination of this lease, neither party shall be obligated in any way to the other.

NINETEENTH – Conference of Tenant's Rights. No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

TWENTIETH – Exclusivity of Rights. The foregoing rights and remedies are not intended to be exclusive but in addition to all rights and remedies that the Landlord would otherwise have by law.

TWENTY-FIRST – Binding Effect. All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

TWENTY-SECOND – Force Majeure. Except as expressly stated in this Lease, this lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed shall in no way be affected, impaired or excused because the Landlord is unable to supply or is delayed in supplying any service expressly or implicitly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if the Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

TWENTY-THIRD – No Oral Change. This instrument may not be changed orally.

TWENTY-FOURTH – Personal Property Taxes. Tenant shall be responsible for personal property taxes to the extent the same are applicable on any of its personal property located on the demised premises. Landlord represents that the demised premises is tax-exempt, and Tenant shall not be liable for any tax assessed against the demised premises, or based upon, or arising out of, Tenant's use of the demised premises and consistent with Tenant's tax exempt status.

TWENTY-FIFTH – Sewer Assessments and Use Charges. The Tenant shall have no liability for sewer assessments for the demised premises. Tenant shall be responsible to pay all sewer use charges.

TWENTY-SIXTH – Hazardous Waste Indemnity. The Tenant covenants that, throughout the term of this lease, it will use the demised premises in compliance with the provisions of all statutes and laws of the State of Connecticut, and the rules and regulations of all agencies of the State of Connecticut having jurisdiction over the protection of the environment, and the U.S. Environmental Protection Agency, as the same now exist or may hereafter be amended, and of all regulations issued thereunder as the same may now exist or may hereafter be promulgated or amended.

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 be responsible for disposal of all medical waste in accordance with the applicable laws.

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 "medical waste" at the demised premises which may occur in violation by Lessee of any provision of this Paragraph Twenty-Sixth, provided the foregoing indemnification shall not apply to (i) any act, thing or condition caused (directly or indirectly) by the Landlord, its agents, employees, contractors, invitees or other tenants or occupants of the Landlord; or (ii) any conditions which exists or is suspected to exist as of the effective date of this Lease, including, but not limited to the presence of any "oil or petroleum" or "chemical liquids" or "solid, liquid or gaseous products" or "hazardous waste" or "waste oil", or any, each and all substances or materials now or hereafter regulated pursuant to any environmental laws, including, but not limited to, any such substance or material now or hereafter under any environmental

law defined as or deemed to be a "regulated substance," pesticide, "hazardous substance" or "hazardous waste" or included in any similar or like classification or categorization thereunder in, on or under the demised premises or the presence of any Underground Storage Tanks. Provided, however, Landlord shall not be liable to remove or remediate any portion of the structure relative to existing contamination thereof.

TWENTY-SEVENTH – Miscellaneous.

(A) In any action or proceeding hereunder (whether to enforce the terms and provisions of an indemnity or otherwise), the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable costs and expenses in such action or proceeding, including reasonable attorneys' fees, costs and expenses. Except as otherwise set forth herein, if either party is sued by a third party as a result of a violation of a covenant or warranty herein contained by the other party hereto, then the party who has violated the covenant or warranty shall be responsible for the reasonable costs and expenses in such action or proceeding against the non-violating party, including reasonable attorneys' fees, costs and expenses.

(B) The failure of Landlord or Tenant to insist upon the strict performance of, or to enforce, any provision, covenant or condition herein shall not be deemed to be a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same covenant or condition on the occasion of any subsequent breach or default; nor shall the failure of either party to exercise any option in this Lease upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

(C) Notwithstanding anything contained in this Lease to the contrary, neither party shall be liable to the other for indirect, consequential, punitive or exemplary damages.

(D) This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut without regard to principals of conflict of law.

SIGNATURE PAGE FOLLOWS

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

TOWN OF NEWTOWN, LANDLORD

By _____
E. Patricia Llodra, First Selectman

Date Signed: _____

THE NEWTOWN PARENT CONNECTION, INC.

By _____
_____, Its

Date Signed: _____

SCHEDULE A

**AGREEMENT BETWEEN TOWN OF NEWTOWN
AND
THE NEWTOWN PARENT CONNECTION, INC.
FOR
RENOVATION OF 63 R AND 63L WASHINGTON CIRCLE, FAIRFIELD HILLS,
NEWTOWN, CONNECTICUT**

THIS AGREEMENT, entered this ____ day of _____, 2014 by and between the Town of Newtown, CT (herein called the "Grantee") and The Newtown Parent Connection, Inc. (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the Connecticut Department of Social Services ("DSS") under the Neighborhood Facilities (Bond Fund) Funding for Construction and Renovation Program (the "Grant"), a copy of the Grant is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for the purposes set forth hereinbelow (the "Project");

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering the Neighborhood Facilities (Bond Fund) and Renovation of 63R an 63L Washington Circle, Fairfield Hills, Newtown, Connecticut, in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Neighborhood Facilities (Bond Fund) Funding for Construction and Renovation program:

The purpose of the Project is to renovate the buildings located at 63R and 63L Washington Circle, Fairfield Hills, Newtown, Connecticut (the "Premises") to allow the Premises to be utilized by the Subrecipient for its corporate charitable purposes.

General Administration

The Subrecipient agrees to provide such administrative and technical support as to effectively carry out project activities as described in the Grant. It is specifically agreed to and acknowledged by this Agreement that the entire proceeds of the Grant will be allocated to the project and that the Subrecipient shall be responsible for any cost increases or overruns with regard to the Project.

B. Levels of Accomplishment — Goals and Performance Measures

In addition to the normal administrative services requires as part of this Agreement, the Subrecipient agrees to fully complete the project within two (2) years of the date hereof.

C. Staffing

The Subrecipient shall provide such staffing and administrative support with its own personnel to the project as may be required to effectively carry out and complete activities as described in the Grant.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated herein and in the Grant. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated, all in accordance with the Grant.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on _____ and end on _____.

III. BUDGET

The budget for the Project ("Project Budget") is \$500,000 inclusive of any approved Program Costs. The Project Budget shall be prepared by The Newtown Parent Connection, Inc., and approved by the Grantee. Any amendment to the budget must be approved in writing by the Grantee and in accordance with the Grant. The Subrecipient shall provide all funds required to complete the Project over and above the \$500,000 Grant.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$500,000. Requisitions for the payment of eligible expenses shall provide proof that the funds are currently needed and in accordance with the Project Budget and the Grant. The State or the Grantee may review the adequacy of the Subrecipient's financial management system at any time during the term of the Agreement. Subrecipient shall submit requisitions for payment of contractors to Grantee monthly. Grantee shall pay contractors directly within thirty (30) days of receipt of requisition.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be

effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representatives:

Grantee	Subrecipient
E. Patricia Llodra	The Newtown Parent Connection, Inc.
First Selectman Town of Newtown	
3 Primrose Street	
Newtown, CT 06470	
Phone: 203-270-4201	
Fax: 203-270-4205	

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of the Grant in all applicable respects.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee and its employees, officers, and agents from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement and the Grant. Notwithstanding the above, in the event Subrecipient defaults hereunder it shall not be required to reimburse the Grantee for any funds required to be repaid to the DSS pursuant to the Grant.

D. Property Restrictions

The Subrecipient acknowledges that the Project property is subject to a Use Restriction in accordance with the Fairfield Hills Adaptive

Reuse regulations of the Newtown Zoning Regulations and the Fairfield Hills Master Plan as may be amended from time to time, that by its terms such Restriction is binding upon the Subrecipient, and the Subrecipient agrees that it shall comply with all requirements of such Use Restriction for the duration of such Restriction. Violation of said Use Restriction shall constitute a violation of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as minimum shall purchase blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. All insurance shall be in accordance with the provisions of the Grant.

The Subrecipient shall comply with the bonding and insurance requirements of the Grant. Subrecipient shall maintain all required insurance in amounts, forms, substance and quality acceptable to the Grantee and State, as described in the Grant. A certificate evidencing such insurance shall be delivered to the Grantee at the time of execution of the Agreement, and annually thereafter for the duration of the Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and comply with the Grant, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's Authorized Official. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

The Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions to herein, or such statutes, regulations, executive orders, and DSS guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee may also suspend or terminate this Agreement, *in whole or part*, if the Subrecipient materially fails to comply with any term of this Agreement or the Grant, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantees contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in non-compliance with any applicable rules or regulations, the Grantee may withhold up to fifteen percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Events of Default; Remedies

Each of the following shall constitute an "Event of Default" for purposes of this Agreement:

- a. Except as otherwise provided herein, the failure of Subrecipient to punctually and properly perform any covenant, obligation or agreement contained in this Agreement or the Grant, or in any other document furnished by the Subrecipient to the Grantee in connection with the Project, and such failure shall continue and remain unremedied for a period of thirty (30) days after written notice thereof, provided however, that if such failure has not been remedied in such time, the Grantee may grant the Subrecipient such additional time as it determines, in its sole discretion, in order to remedy such failure so long as the Subrecipient is diligently and in good faith pursuing such remedy;
- b. The Subrecipient has made to the Grantee any material misrepresentation hereunder or in any supplement thereto or amendment thereof, or with respect to any document furnished pursuant hereto,
- c. The Subrecipient has not taken all proper steps necessary to the disposition of any pending litigation which could adversely affect the Project or the Grant; or

- d. The Subrecipient has failed to comply with any material provision of this Agreement or the Grant; or
- e. The Subrecipient has abandoned or terminated the Project;
- f. The Subrecipient has filed, or has had filed against it, a petition of bankruptcy, insolvency or similar law, state or federal, or has filed any petition or answer consenting to or acquiescing in any such action, which petition shall not have been vacated within thirty (30) days; or has been adjudicated bankrupt or insolvent, under any present or future statute, law or regulation, state or federal, and such judgment or decree is not vacated or set aside within thirty (30) days;
- g. Upon the happening of any one or more of the Events of Default, the Grantee may, in his discretion, elect to terminate this agreement, cause the Grantee to withhold payment of requisitioned funds, require that all unexpended funds be returned to the Grantee, pay any proper charge of the Project, or institute any action suit or other proceeding in law, in equity or otherwise which he deems necessary for the protection of DSS's interests.
- h. In no event shall the making of any payment by the DSS on account of the Grant provided for by Paragraph 1 hereof constitute or be construed as a waiver by the State of any breach of this Agreement or default which may then exist on the part of the Subrecipient, nor shall it impair or prejudice the exercise of any right or remedy available to the State with respect to such breach or default.
- i. Neither failure nor delay on the part of the DSS in exercising any right under this Agreement or the Grant shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Section shall be effective unless it is in writing and signed by the Grantee or its designee and the DSS, and the same shall be effective only in the specific instance for which it is given.
- j. The Subrecipient shall promptly give written notice to the Grantee upon becoming aware of any Event of Default under this Agreement.
- k. In addition to the rights and remedies granted to the Grantee hereunder, the Grantee shall have all other rights and remedies granted to it by law in the event of breach or default by the Subrecipient under the terms of this

Agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the Grant and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with the Grant. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grant that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with the Grant;
- d. Records documenting compliance with the fair housing and equal opportunity components of the Grant program;
- e. Financial records required by the Grant; and
- f. Other records necessary to document compliance with the Grant.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to DSS, if required, in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions

and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, annual income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request, if required by the Grant.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements of the Grant are completed, provided however, that obligations which by their terms survive close-out shall remain in effect. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, State of Connecticut Department of Social Services (DSS), as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to provide an annual audit acceptable to the Grantee and the State in accordance with DSS's audit guide.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments and consistent with the requirements of the Grant. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee and the Grant.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy and the Grant concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Standards

In accordance with the procurement requirements of the Grant, the Subrecipient will give opportunity for free, open, and competitive bidding for each contract to be let by it of more than \$100,000, calling for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as a part of the Project. The Subrecipient will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition. The award of each such contract, when made, will be made by the Subrecipient as soon as practicable to the lowest responsible bidder. In the selection of materials, equipment, or supplies for the Project, the Subrecipient may, in the interest of standardization or ultimate economy, award a contract to a responsible bidder other than the lowest in price if the advantage of such standardization or ultimate economy is clearly evident and an appropriate provision for such action is

included by it in the proposed contract documents, upon which bids are invited.

In the procurement of consultants or other professional services, the Subrecipient shall follow the requirements of the Grant.

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XI. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its rights to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

This Agreement and the provisions of the Grant constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement and the Grant.

Dated:

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

TOWN OF NEWTOWN

THE NEWTOWN PARENT CONNECTION, INC.

BY: _____

BY: _____

SCHEDULE B

Grant