

THESE MINUTES ARE SUBJECT TO APPROVAL BY BOARD OF SELECTMEN

The Board of Selectmen held a Public Hearing Tuesday, September 2, 2014 in the Council Chamber of the Municipal Center, Newtown. First Selectman Llodra called the meeting to order at 7:15 pm.

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

**ALSO PRESENT:** Finance Director Robert Tait, Director of Land Use George Benson, no members of the public and two members of the press.


**VOTER PARTICIPATION:** none.

First Selectman Llodra read the Public Hearing notice: Notice is hereby given that the Board of Selectmen of the Town of Newtown will hold a public hearing on Tuesday, September 2, 2014 at 7:15 p.m., in the Council Chambers in the Newtown Municipal Center, located at 3 Primrose Street, Newtown, Connecticut, to hear comment upon a proposed lease to The Newtown Recovery and Resiliency Team of land located at 28 Trades Lane on the Fairfield Hills Campus.

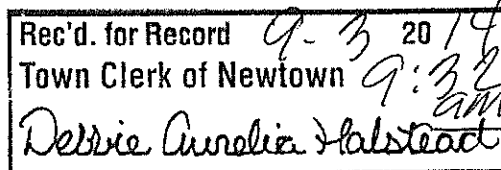
Mr. Benson explained this is a temporary lease for 18 months at \$1,000 per month. The lease was approved by the Fairfield Hills Authority in a special meeting and the Town Attorney found it to be suitable. The lease is funded by the Dept. of Justice grant. The town will end up with a renovated building which can be reused once the lease is up. First Selectman Llodra pointed out the town responsibility on page 11 (att).

**ADJOURNMENT:** Having no further business the Board of Selectmen adjourned the Public Hearing meeting at 7:30pm.

Respectfully submitted,

  
Susan Marcinek, Clerk

Att: Newtown Recovery & Resiliency Lease



**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, 2015.

**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.

**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. In the event of a violation by the Tenant of any of the material terms, covenants, agreements and conditions of this lease, or if the demised premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet said premises as the agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess said premises under this Lease shall be forfeited. Such dispossession of the Tenant, with or without a Notice to Quit and with or without summary process proceedings or a judgment resulting from such proceedings and/or reentry by the Landlord shall not operate to release the Tenant from any rent to be paid or covenants to be performed hereunder during the full term of this Lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the demises premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord shall have the right, as agent of the Tenant, to take possession of any furniture, fixtures or other personal property of the Tenant found in or about the demised premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this Lease, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the Landlord in enforcing any of the obligations under this Lease, including those related to a summary process proceeding based upon the Tenant's default.

**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.

**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. 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. The Tenant shall not make any alterations, additions, or improvements to the demised premises without the prior written consent of the Landlord. 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 be the property of the Landlord and shall remain upon and be surrendered with the demised premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep the

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

tenants in and about the demised premises. 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.

The Tenant shall carry public liability insurance covering the demised premises and the appurtenances thereto in limits of not less than \$1,000,000 combined single limit and an additional \$2,000,000 umbrella policy, all with a company satisfactory to the Landlord, the Landlord to be named thereunder as an additional insured. Said policy, or Certificate of Insurance, shall be deposited with the Landlord on an annual basis. In the event of a reduction in the amount of coverage or cancellation of coverage, at least fifteen (15) days written notice must be given to the Landlord; this condition shall be so stated in the policy.

The Landlord agrees to maintain or cause to be maintained fire insurance which will pay for all direct physical loss of or damage upon all of the buildings, structures or improvements (including tenant improvements) that are part of the demised premises in an amount adequate to cover the cost of replacing the foregoing, consistent with past practices.

The payment of the liability insurance called for above shall constitute additional rent due and payable hereunder. The non-payment of same in a timely manner, as called for above, shall constitute a default under this Lease.

**NINTH – Utilities.** 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 Landlord; electricity by the Landlord; heat by the Landlord; and any and all other utilities, if any, by the Landlord as well; the Landlord to be responsible for the payment of cost of heating the demised premises. All cleaning of the demised premises shall be at the sole cost and expense of the Landlord. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

**TENTH – Right of Entry.** The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make such repairs, additions or alterations), or to exhibit the same to prospective purchasers and/or mortgagees and put upon the premises a suitable "For Lease" sign. For three (3) months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the demised premises to prospective tenants, and may place the usual "To Let" signs thereon.

**ELEVENTH – Destruction or Damage.** In the event of the destruction of the demised premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the demised

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.

**FOURTEENTH – Default by Tenant.** In case of violation by the Tenant of any of the covenants, agreements and conditions of this lease and upon failure to discontinue such violation within ten (10) days after written notice thereof given to the Tenant, this Lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand and, in such case, the Landlord shall thereupon have all the rights and remedies hereunder and shall be entitled to lost rentals, damages, etc., all in accordance with the terms and provisions of Paragraph Third above. The provisions of the proceeding sentence requiring ten (10) days notice shall not apply, however, to the Tenant's failure, neglect or refusal to pay rent within the ten (10) day grace period already in Paragraph Third hereof. 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.

If the Tenant shall so violate any of the covenants, agreements or conditions of this Lease, including the rental provisions, then this Lease shall thereupon, at the option of the Landlord, by virtue of this expressed stipulation herein, expire and terminate, and the Landlord may at any time thereafter, re-enter the demised premises, as aforesaid, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as a common law, shall be necessary to enable the Landlord to recover such possessions pursuant to said statute relating to summary process, but all right to any such demand or any such re-entry is hereby expressly waived by said Tenant.

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.

No delay or delays in the payment of the rent reserved in manner and/or times stipulated and no failure of the Landlord to enforce the covenants, agreements and conditions of this Lease or rules or regulations now or hereafter to be established by the Landlord upon such occasion or in case of default of any covenants, agreements and conditions of this Lease herein contained or such rules or regulations on the part of the Tenant to be performed, shall be construed as creating a custom of preferred payments or as a waiver of any of the said covenants, agreements and conditions of this Lease or such rules or regulations or the Landlord's right to terminate this Lease or otherwise enforce the provisions hereof.

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 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



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.** 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 not be responsible for personal property taxes on any of its personal property located at the demised premises.

**TWENTY-FIFTH – Intentionally Deleted.**

**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 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**

**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 RECOVERY AND RESILIENCY TEAM**

By \_\_\_\_\_  
\_\_\_\_\_, Its

Date Signed: \_\_\_\_\_

### **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).
-