

Board of Selectmen, Public Hearing
August 17, 2015

THESE MINUTES ARE SUBJECT TO APPROVAL BY THE BOARD OF SELECTMEN

The Board of Selectmen held a Public Hearing Monday, August 17, 2015 in the Council Chamber of the Municipal Center, 3 Primrose Street, Newtown, CT. First Selectman Llodra called the hearing to order at 7:33p.m.

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

ALSO PRESENT: Director of Planning and Land Use, George Benson; Community & Economic Development Coordinator Betsy Paynter; Grants Coordinator-Planning Department, Christal Preszler; Chairman of the Fairfield Hills Authority, Tom Connors; Town Attorney David Grogins; Dorrie Carolan, three members of the public and two members of the press.

First Selectman Llodra explained that the hearing was to hear public input on the proposed lease to the Newtown Parent Connection for the use of the building known as Building 63R and 63L, also known as 2 & 4 Washington Circle on the Fairfield Hills Campus.

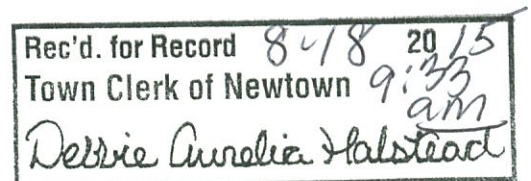
ADJOURNMENT: Hearing no comments Selectman Rodgers moved to adjourn the hearing at 7:35p.m. Selectman Gaston seconded. All were in favor.

Respectfully submitted,

Susan Marcinek

Susan Marcinek, Clerk

Att: Newtown Parent Connection Lease



THIS LEASE, effective as of the _____ day of _____, 2015, 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 45 Main 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 the day immediately following Landlord's completion of Landlord's Work (as hereinafter defined) (the "Commencement Date") and ending at 11:59pm (Eastern Prevailing Time) on the day immediately prior to the tenth (10th) anniversary thereof.

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) Commencing on January 15, 2016, 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 on January 15 and July 15. 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.

FIFTH – Condition, Alterations, etc. (A) The Tenant agrees that upon completion of the work to be performed by Landlord pursuant to Paragraph Seventh below (hereinafter, the "Landlord's Work"), Tenant will examine the demised premises, and, unless Tenant notifies Landlord of any "punch-list" items in accordance with Paragraph Seventh below, Tenant shall accept the demised premises in their then present "as is" condition (provided however, that the Landlord shall ensure the roof, gutters and gutter leads are in good working condition and repair and will maintain the roof, gutters and gutter leads in good working condition and repair throughout the term of the lease) and without any further 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) From and after the completion of Utility Work (as hereinafter defined) and the Landlord's Work, 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 (other than the roof, gutters and gutter leads), 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 – Landlord Renovations.

Landlord shall renovate the leased Premises in accordance with the Approved Final Drawings (as hereinafter defined) using, in part, proceeds of a Grant from the State of Connecticut Department of Social Services in the amount of \$500,000.00 in accordance with the drawings and specifications attached hereto as Exhibit A (the "Approved Final Drawings"). The tenant improvements shown on the Approved Final Drawings shall be referred to herein as the "Tenant Improvements".

Landlord and Tenant hereby agree that Landlord shall (i) obtain or cause to be obtained all applicable building permits for construction of the Tenant Improvements, and (ii) construct and complete or cause to be constructed and completed the Tenant Improvements as depicted on the Approved Final Drawings, in a diligent and timely manner, in compliance with such building permits, all such municipal, state and federal statutes, laws, ordinances, rules and regulations as may apply to the demised premises and otherwise in a good and workmanlike manner. Landlord shall pay all costs, fees, and expenses in connection with the design, permitting, installation, materials, labor, and construction of the Tenant Improvements or cause an unreasonable delay in the completion of the Tenant Improvements.

In the event that either Landlord or Tenant requests any changes to the Approved Final Drawings, the non-requesting party shall not unreasonably withhold its consent to any such changes, and shall grant its consent or disapproval with reason for the disapproval to such changes within six (6) business days after the non-requesting party's receipt of such change order together with such information as is reasonably necessary to evaluate and consider the same. Notwithstanding the foregoing, it shall not be unreasonable for the Landlord to disapprove any requested change order if approval thereof would have the effect to increase the cost of the Tenant Improvements.

The Tenant Improvements shall be deemed complete on the date that (i) Landlord's architect certifies that all of the Tenant Improvements have been substantially completed in accordance with the Approved Final Drawings (minor punch-list items excepted); (ii) all building services are available to the demised premises and that all plumbing, heating, electrical and air conditioning/heating/ ventilation or other equipment which is to be furnished at the expense of Landlord shall be in good working order and repair; (iii) all necessary temporary or permanent certificates of occupancy have been issued by the appropriate governmental authorities. Within thirty (30) days after Landlord has completed the Tenant Improvements in accordance with the

foregoing, an authorized representative of Tenant and an authorized representative of Landlord shall conduct a walkthrough of the demised premises and prepare a list of punch-list items that must be completed or corrected in order for the Tenant Improvements to be completed in accordance with the Approved Final Drawings, as modified by any approved change orders. Landlord shall promptly commence to complete or correct the punch-list items which the parties agree must be completed or corrected and shall diligently complete such correction.

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 and Landlord 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 of Tenant's repair and maintenance obligations contained in this Lease and 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 Tenant 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 prior to the date that the Landlord's Work is completed, 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.

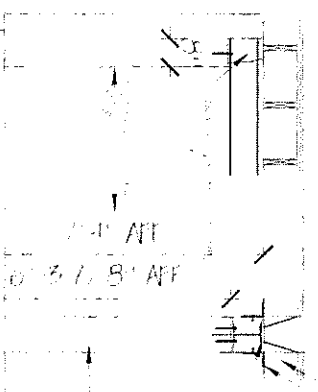
TOWN OF NEWTOWN, LANDLORD

By _____
E. Patricia Llodra, First Selectman
Date Signed: _____

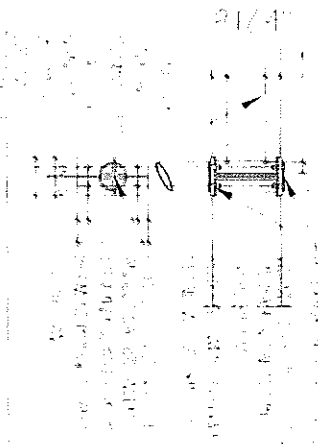
THE NEWTOWN PARENT CONNECTION, INC.

By _____, Its
Date Signed: _____

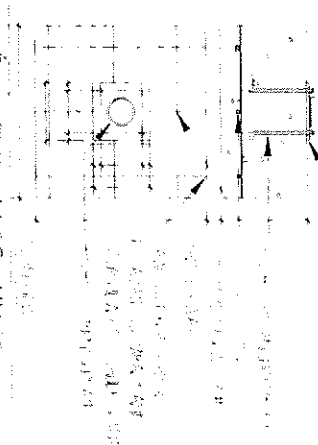
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DETAIL AT NEW WALL OPENING & SUPPORT BEAM



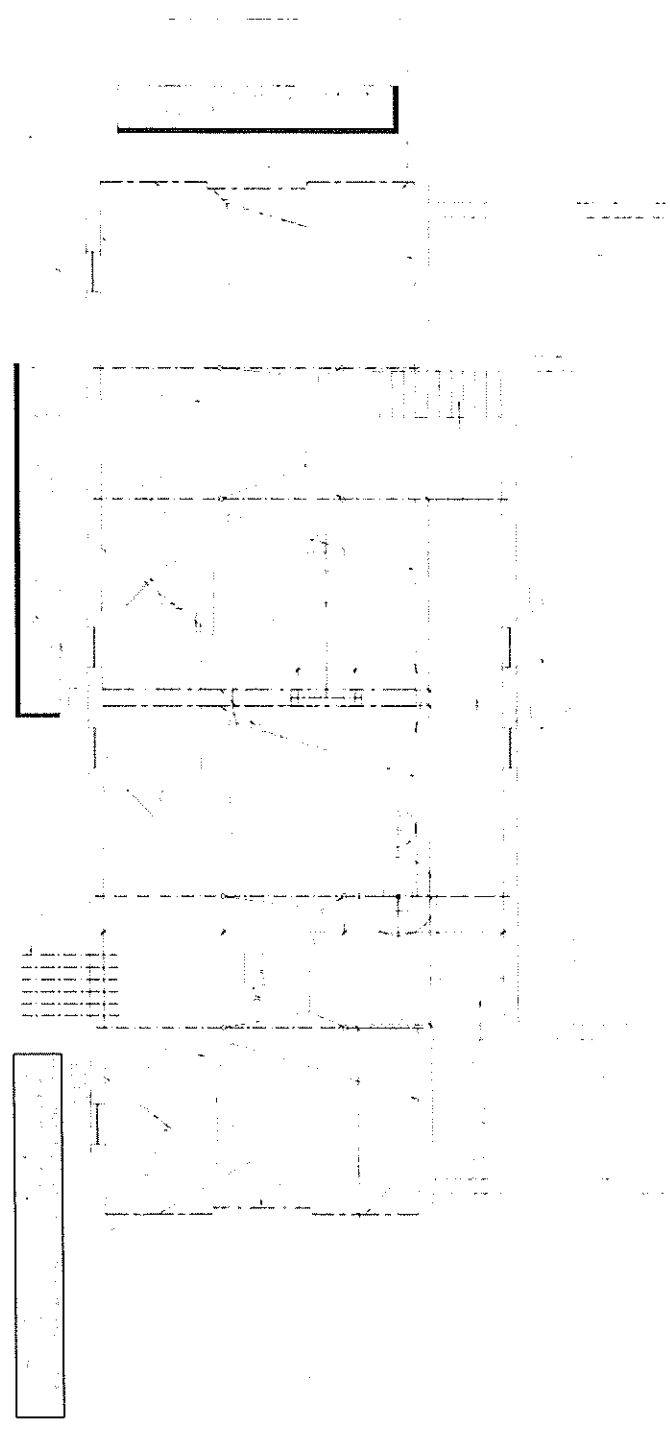
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1-11(A)-3
DETAIL AT COLUMN FOOT

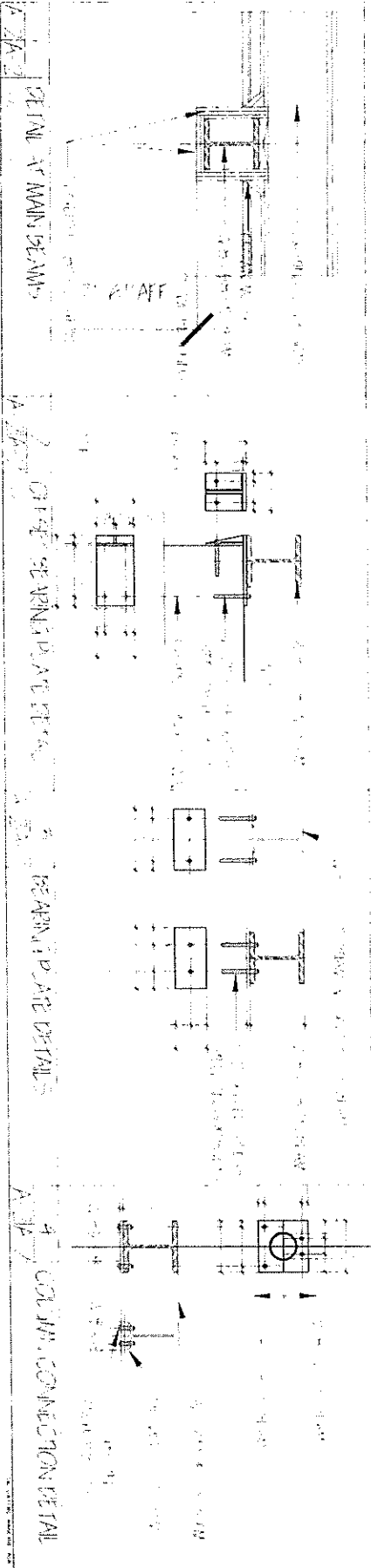
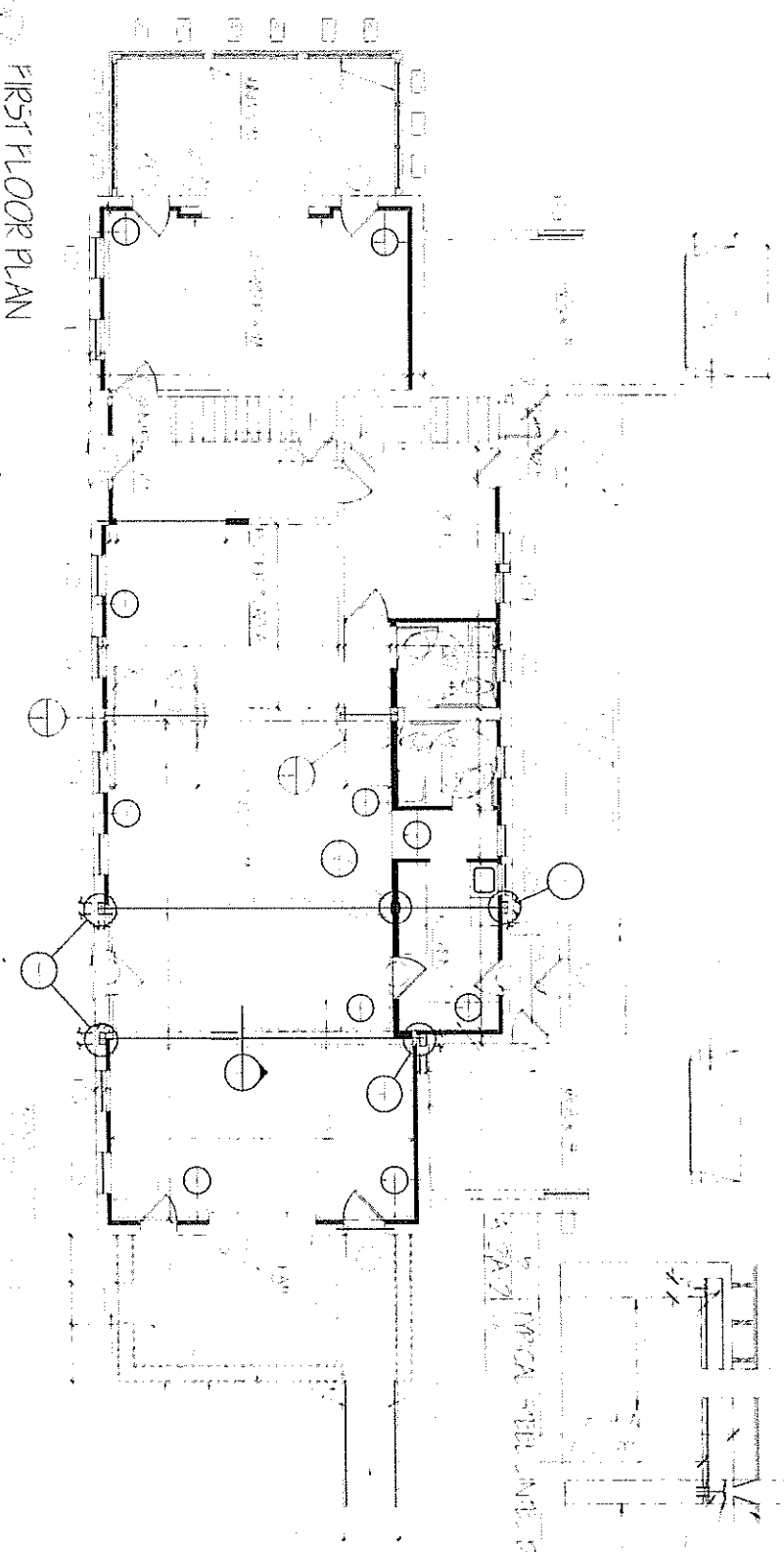


BASEMENT FLOOR PLAN



1-11(A)-1	1-11(A)-2	1-11(A)-3	NEW BASEMENT COLUMN & BEAM DETAIL AT WALL	NEW BASEMENT COLUMN & BEAM DETAIL AT COLUMN FOOT
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FIRST FLOOR PLAN

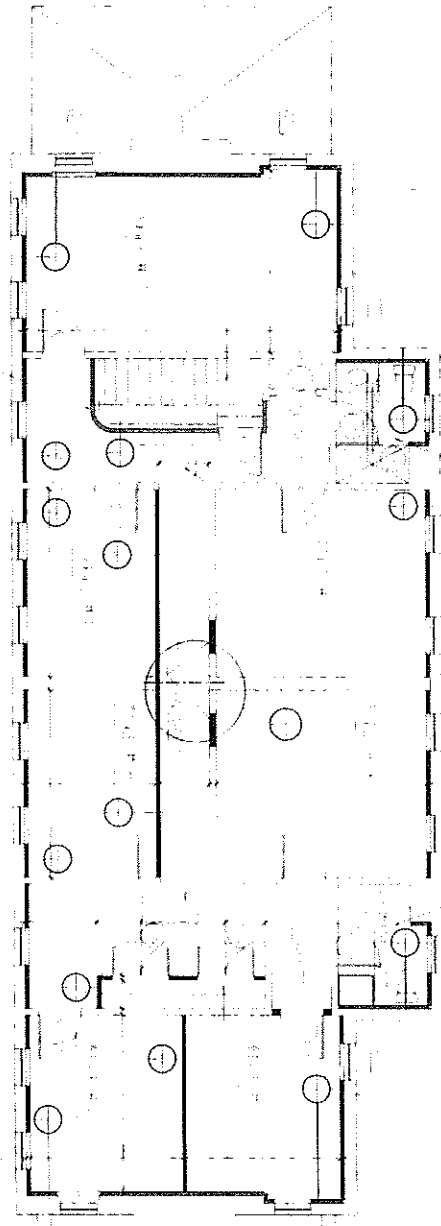


1	2	3	4
A-2			

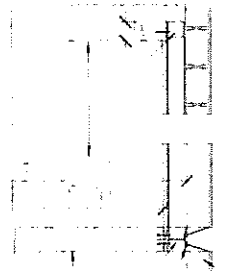
NEW YORK STATE ENGINEERING EXAMINERS
 LICENSE NO. 12345
 DATE: 10/10/2024

ARCHITECT: J. SMITH
 123 MAIN ST.
 NEW YORK, NY 10001

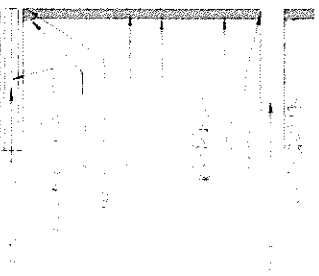
SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN



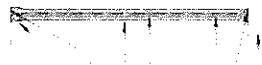
A-5/31 METAL STAIR RAIL DETAIL



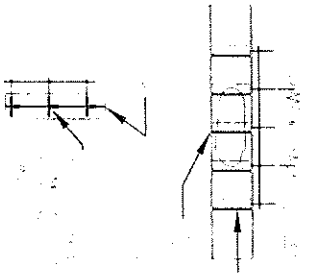
A-5/1 2" INSULATED PARTITION at EX



A-5/2 2" X 4 INTERIOR PARTITION



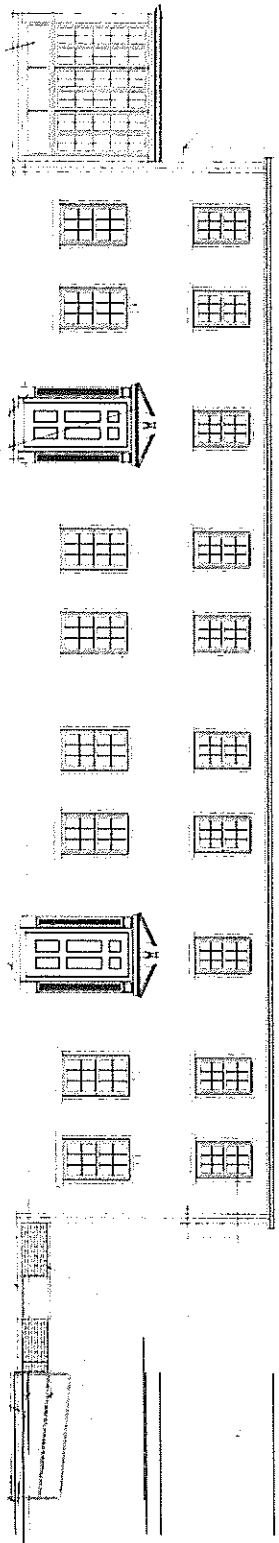
A-5/4 2" X 4 EXTERIOR PARTITION



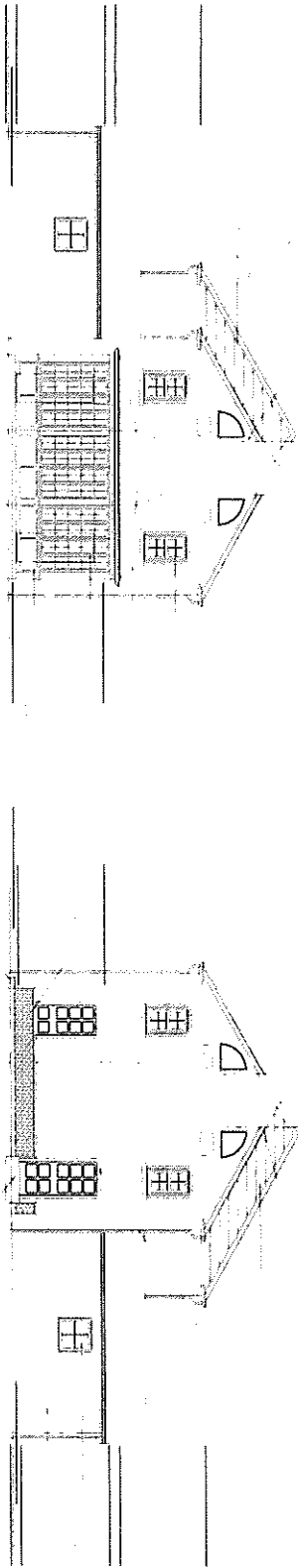
A-5/1 METAL STAIR RAIL DETAIL

A-5

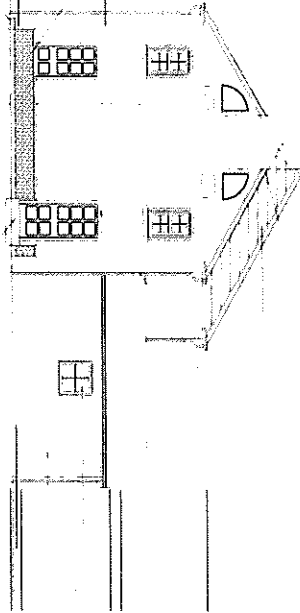
NEWMAN, FAIRMONT, CO., INC.
 1000 N. 10TH ST.
 DENVER, CO. 80202



FRONT ELEVATION



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

A-4	[Blank]	[Blank]	[Blank]	[Blank]
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1. The first part of the document discusses the general situation of the country and the role of the government. It mentions the need for a strong and stable government to ensure the development and progress of the nation. The text emphasizes the importance of maintaining law and order and promoting economic growth.

2. The second part of the document focuses on the political system and the role of the people. It discusses the need for a democratic system where the people have a say in the government. The text mentions the importance of free and fair elections and the role of the media in a democratic society.

3. The third part of the document discusses the social and economic challenges facing the country. It mentions the need for a strong social safety net and the importance of investing in education and healthcare. The text also discusses the need for economic reforms to attract investment and create jobs.

4. The fourth part of the document discusses the role of the military and the need for a strong and professional armed forces. It mentions the importance of maintaining national security and the role of the military in a democratic society.

5. The fifth part of the document discusses the role of the judiciary and the need for an independent and impartial judicial system. It mentions the importance of the rule of law and the role of the judiciary in a democratic society.

6. The sixth part of the document discusses the role of the media and the need for a free and independent press. It mentions the importance of the media in a democratic society and the need for a strong and independent media regulator.

7. The seventh part of the document discusses the role of the civil society and the need for a strong and active civil society. It mentions the importance of the civil society in a democratic society and the need for a strong and active civil society.

8. The eighth part of the document discusses the role of the private sector and the need for a strong and competitive private sector. It mentions the importance of the private sector in a democratic society and the need for a strong and competitive private sector.

9. The ninth part of the document discusses the role of the international community and the need for a strong and active international community. It mentions the importance of the international community in a democratic society and the need for a strong and active international community.

10. The tenth part of the document discusses the role of the future and the need for a strong and active future. It mentions the importance of the future in a democratic society and the need for a strong and active future.

11. The eleventh part of the document discusses the role of the government in the future. It mentions the need for a strong and stable government to ensure the development and progress of the nation. The text emphasizes the importance of maintaining law and order and promoting economic growth.

12. The twelfth part of the document discusses the role of the people in the future. It discusses the need for a democratic system where the people have a say in the government. The text mentions the importance of free and fair elections and the role of the media in a democratic society.

13. The thirteenth part of the document discusses the role of the military in the future. It mentions the importance of maintaining national security and the role of the military in a democratic society.

14. The fourteenth part of the document discusses the role of the judiciary in the future. It mentions the importance of the rule of law and the role of the judiciary in a democratic society.

15. The fifteenth part of the document discusses the role of the media in the future. It mentions the importance of the media in a democratic society and the need for a strong and independent media regulator.

16. The sixteenth part of the document discusses the role of the civil society in the future. It mentions the importance of the civil society in a democratic society and the need for a strong and active civil society.

17. The seventeenth part of the document discusses the role of the private sector in the future. It mentions the importance of the private sector in a democratic society and the need for a strong and competitive private sector.

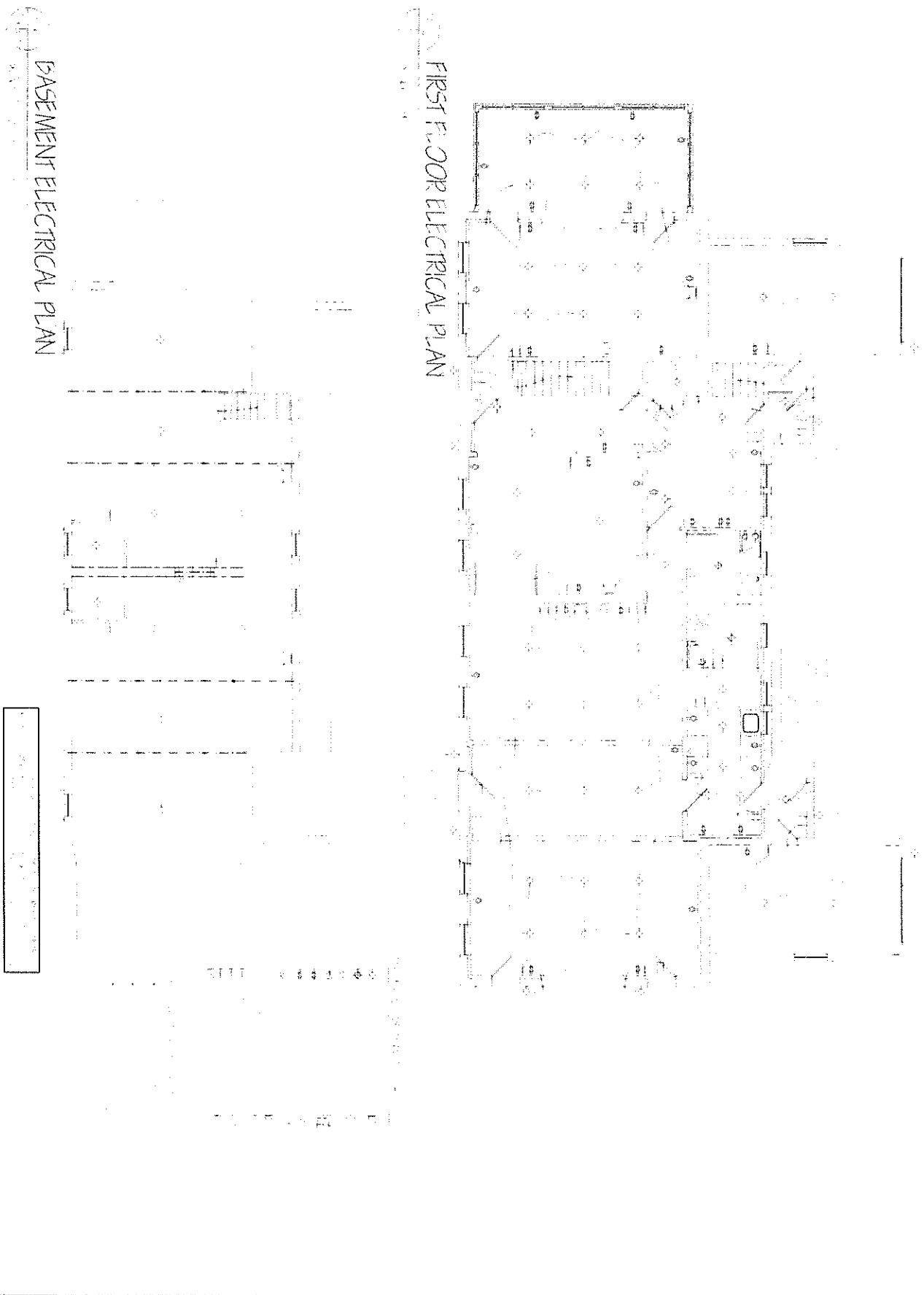
18. The eighteenth part of the document discusses the role of the international community in the future. It mentions the importance of the international community in a democratic society and the need for a strong and active international community.

19. The nineteenth part of the document discusses the role of the future in the future. It mentions the importance of the future in a democratic society and the need for a strong and active future.

20. The twentieth part of the document discusses the role of the government in the future. It mentions the need for a strong and stable government to ensure the development and progress of the nation. The text emphasizes the importance of maintaining law and order and promoting economic growth.

FIRST FLOOR ELECTRICAL PLAN

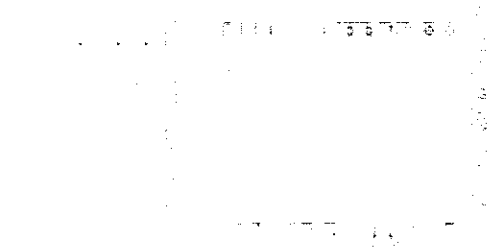
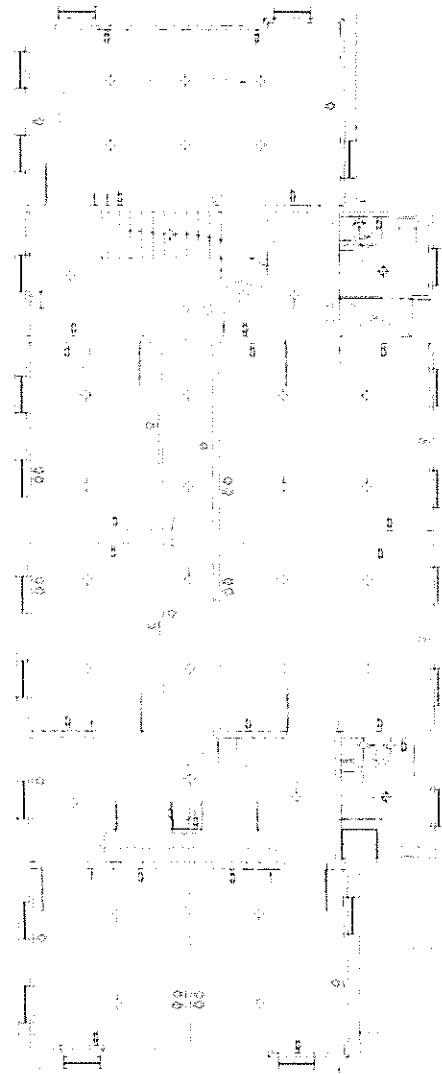
BASEMENT ELECTRICAL PLAN



<p>E-1</p>	<p>DATE: 10/15/2010</p> <p>PROJECT: [illegible]</p> <p>SCALE: [illegible]</p>	<p>NEW YORK STATE ENGINEERING EXAMINER</p> <p>NO. [illegible]</p> <p>DATE OF EXAMINATION: [illegible]</p> <p>EXPIRES: [illegible]</p>	<p>PROJECT NO. [illegible]</p> <p>DATE: [illegible]</p>	<p>[illegible]</p>
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DATE: 10/15/2010

SECOND FLOOR ELECTRICAL PLAN

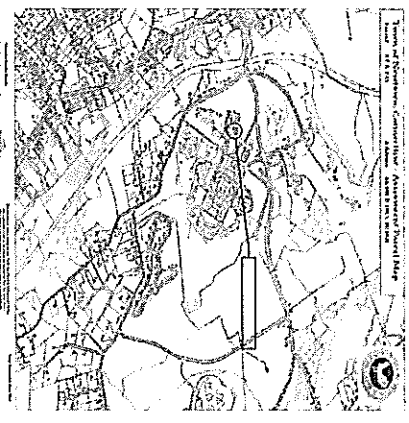


E-2		<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION							<p>NEW YORK ENGINEERING & ARCHITECTURE 110 WEST 42ND STREET NEW YORK, N.Y. 10018</p>	<p>SCALE: 1/8" = 1'-0"</p>	
NO.	DATE	DESCRIPTION												

NEWTOWN PARENT CONNECTION, INC.
 10000 NEWTOWN ROAD
 NEWTOWN, VIRGINIA 22641

DATE: 10/1/2011

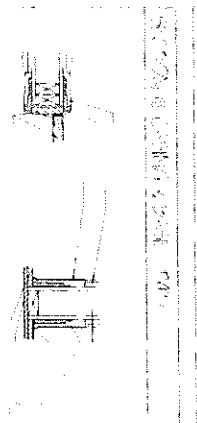
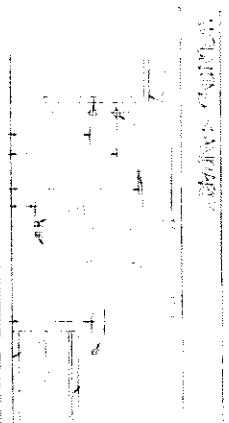
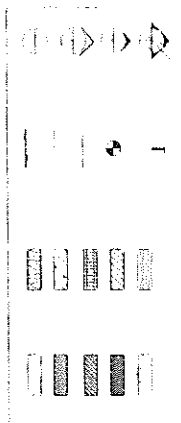
LOCATION: VA



PROJECT: NEWTOWN PARENT CONNECTION

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