

**WARNING
NOTICE OF PUBLIC HEARING
OF THE TOWN OF BETHEL, CONNECTICUT**



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TOWN OF BETHEL

Notice is hereby given that the Board of Selectmen of the Town of Bethel, Connecticut hereby gives notice that a Public Hearing will be held on Tuesday, March 19, 2019 at 6:30 PM in Bethel Middle School Cafeteria, 600 Whittlesey Dr, Bethel, CT 06801 for the following purpose, to wit:

To receive public comments on a proposed lease agreement with Rizzo Corporation to use 49 Plumtree Road for the purposes of a construction office and parking in relation to the approved school additions project, this address is commonly referred to as the "Old Police Station".

Dated at Bethel, Connecticut, this March 6, 2019.

BETHEL BOARD OF SELECTMEN

Matthew S. Knickerbocker, First Selectman
Richard C. Straiton, Selectman
Paul R. Szatkowski, Selectman

LEASE

This Lease dated as of this _____ day of _____, 2019 by and between the **TOWN OF BETHEL**, with its municipal office located at One School Street, Clifford J. Hurgin Municipal Center, Bethel, Connecticut 06801, hereinafter referred to as "Landlord" and **RIZZO CORPORATION**, with its principal place of business located at 64 Triangle Street, Danbury, Connecticut 06810, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, the Landlord is the owner of certain premises with the buildings and improvements thereon located at 49 Plumtrees Road in the Town of Bethel, County of Fairfield and State of Connecticut and commonly referred to as the "Old Police Station", and is desirous of renting said building and the immediate premises surrounding the same; and whereas the Tenant is desirous of hiring said premises upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in return for a good and valuable consideration to each party in hand paid by the other, receipt of which is hereby acknowledged and in further consideration of the mutual covenants herein contained, the parties agree as follows:

1. DEMISED PREMISES

1.1 In consideration of the rents and mutual covenants herein reserved and contained on the part of the Tenant to be paid, performed and observed, the Landlord does hereby demise and lease unto the Tenant the building and improvements known as the Old Police Station and located at 49 Plumtrees Road, Bethel, Connecticut and certain portions of the surrounding land, subject to the following limitations:

- a) The interior of the building excludes the armory room and shooting room, which will not be subject to or a part of this Lease and shall remained locked and off limits to the Tenant.
- b) Only the land immediately surrounding the aforementioned building which includes the lawn, paved parking area to the front of the building and paved parking area to the rear of the building, some of which is gated, and, the two ingresses/egresses onto Plumtrees Road.

1.2 The Landlord covenants with the Tenant that it has good right to lease the premises under the terms as herein stated and that it will permit the Tenant to occupy the same during the term hereof provided that the Tenant shall fully and faithfully perform all the obligations on the Tenant's part to be performed.

1.3 The Tenant covenants to use the demised premises for general purposes of its temporary construction offices during the construction of the two Town of Bethel School Projects to renovate as new, Johnson School and Rockwell School together with

uses normally associated with such temporary construction offices and agrees it will commit no waste or inflict any other injury on the property.

2. TERM AND RENT

2.1 The above demised premises are leased for a term of two (2) years commencing on March 20, 2019 and ending on March 19, 2021. The Tenant shall pay rent, without demand, in advance, the total amount of One (\$1.00) Dollar for each year. In the event that the school projects shall be completed prior the March 19, 2021, Tenant may vacate the premises upon providing the Landlord forty five (45) days written notice.

2.2 All payments to the Landlord shall be made by check, draft, or electronic transfer, payable to the order of the Landlord or the Landlord's designated payee, and shall be mailed and delivered to such payee at such address as the Landlord hereunder may direct by written notice delivered to the Tenant.

2.3 In addition to the rent stated above, the Tenant herein will be totally responsible for repairs and improvements to the property which the Tenant will do from time to time pursuant to the Tenant's obligations set forth in this Lease, and will pay and save and hold the Landlord harmless with respect to a) any costs of such repairs and improvements; b) any and all liabilities arising out of the condition of the demised premises, and c) any and all damages, costs, losses, or other harm to the demised premises during the term of this Lease.

3. CONDITION OF DEMISED PREMISES

3.1 The Tenant hereby acknowledges that it is fully aware of the condition of the demised premises as the date hereof and acknowledges that it is accepting delivery of possession of the demised premises and their condition, "as is, without warranty or representation of any kind, express or implied on the part of the Landlord." The Tenant further agrees and acknowledges that it is completely satisfied with the condition of the demised premises as of the date hereof.

4. INSURANCE

4.1 The Tenant during the term hereof at its sole cost and expense shall maintain fire and other hazard insurance on all of its personal property located on the demised premises. Tenant further agrees to indemnify and save the Landlord free and harmless of any loss, liability and injuries sustained by anyone in connection the use of the demised premises or any of the appurtenances or approaches thereto, and further to procure and pay for during the term hereof public liability insurance in the amount of not less than Two Million (\$2,000,000.00) Dollars per person and Four Million (\$4,000,000.00) Dollars per occurrence with a standard umbrella policy in the amount of Twenty Million (\$20,000,000.00) Dollars, designating the Landlord as an additional insured. Each of the foregoing policies of insurance shall be fully comprehensive and all

of the type and coverages commonly known as "Comprehensive General Liability Insurance". The general public liability insurance policy shall name both the Landlord and Tenant as insured parties and shall be approved as to both form and substance by the Landlord's Insurance Agent.

5. UTILITY CHARGES

5.1 The Landlord agrees to supply water and sewer use, fuel for heat and electricity to the demised premises through the term of this Lease. Tenant shall be responsible to obtain and pay directly for all charges of telephone or other communications services, including internet used at the premises, garbage removal and snow removal of the driveway areas, parking areas and sidewalks or supplied in connection with the demised premises by the Landlord throughout the term of this Lease and to indemnify the Landlord and to save the Landlord harmless against all liability or damages on such account. Tenant shall pay all utilities consumed on the demised premises as set forth herein from the date hereof through the later of a) the termination of this Lease, or b) Tenant's surrender of possession of the demised premises.

6. REPAIRS AND MAINTENANCE

6.1 Landlord agrees to maintain the premise's roof, exterior and supporting walls, excluding repairs required because of an act or negligence of the Tenant, its agents, servants or employees within the scope of their authority. The Tenant agrees to make all necessary repairs and at all times maintain in good condition the interior of the demised premises, including, but not limited to, the replacement of broken window glass, screens and/or doors including exterior doors, painting, decorations and/or repairs to the interior walls, ceiling or floor or the floor coverings now located thereon, and the heating, air conditioning, electrical and plumbing systems. The Tenant further agrees to use the heating, plumbing and electrical systems to the demised premises in a prudent and reasonable manner so as to minimize damage or injury to same.

6.2 The Tenant agrees to remove all snow and keep clean the parking areas and sidewalks of the demised premises in good and clean condition and further agrees to maintain the landscaping of the premises including cutting of the lawn, trimming shrubs, and the removal of any such debris from the same; and, the clean up and removal of leaves from the premises when necessary.

7. COMPLIANCE WITH RULES, ORDINANCES, ETC.

7.1 Tenant covenants throughout the term of this Lease, as the Tenant's sole cost and expense, to comply with all laws and ordinances and notices, orders, rules, regulations and requirements of federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and notices, orders, rules and regulations of the National Board of Fire Underwrites, or any other body now or hereafter constituted exercising similar functions, relating to all or any part of the demised premises, exterior as well as interior, foreseen or unforeseen, ordinary as well as

extraordinary, structural as well as non-structural, or to the fixtures and equipment thereof and the sidewalks and curbs in or adjoining the demised premises or to the use and manner of use of the demised premises. Tenant shall likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the demised premises and equipment thereon.

8. ALTERATIONS AND ADDITIONS BY TENANT

8.1 Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the demised premises at all reasonable times during usual business hours, and at any time in the event of an emergency, for the purpose of inspection of the same and making any structural repairs or necessary repairs thereto and performing any work thereon that may be necessary by reason of Tenant's default under the terms of this Lease. Nothing herein shall imply any duty on the part of the Landlord to do any such work which, under any provision of this Lease, Tenant may be required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any work on the demised premises, keep and store therein all necessary materials, tools and equipment. Landlord shall make such repairs in such a way and time as not to unduly interfere with Tenant's use of the demised premises. However, the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever.

9. SURRENDER

9.1 Tenant agrees, at the expiration or earlier termination of the term hereof, promptly to yield up, clean and neat, and in the same condition of order and repair in which they are required to be kept throughout term hereof, the demised premises and all fixtures and equipment servicing the demised premises and to remove Tenant's signs, good and effects in any machinery, fixtures and equipment used in the conduct of Tenant's business not servicing the demised premises, excluding toilets and lavatories and to repair any damage caused by the removal. Any of Tenant's personal property such as machinery fixtures, etc., not removed by Tenant in accordance with the terms hereof, at the option of the Landlord hereof, may be deemed abandoned and worthless and, at the Landlord's option, may be permitted to remain on the demised premises or may be removed there from and discarded at Tenant's cost and expense and without any liability on Landlord's part. Tenant further agrees that this Lease shall, unless sooner terminated pursuant to the provisions hereof, expire absolutely on the expiration of the term hereof without the requirement of any notice from Landlord to Tenant.

10. DAMAGE AND DESTRUCTION

10.1 In case of casualty to the demised premises or any part thereof, resulting in any damages or destruction, Tenant agrees to give prompt written notice thereof to Landlord.

10.2 Landlord shall have the option, within a reasonable period, repair, replace, rebuild or alter the damaged or destroyed portion of the demised premises, or, in the alternative, at Landlord's sole option, to terminate this Lease on thirty (30) days written notice to the Tenant. In the event that Landlord elects to repair, replace, rebuild or alter the demised premises, Landlord shall do so in such a way as to, as nearly as possible, restore the demised premises to its value, condition and character immediately prior to such damage or destruction less the actual costs, fees (including attorney's fees) nearly as possible to its value, condition and character immediately prior to such damage or destruction but need not exceed a cost in excess of the amount to the insurance money paid to Landlord on account of such damage or destruction less actual costs, fees (including attorney's fees) and expenses incurred in connection with the adjustment of loss. Rent shall be abated during the time of restoration prorated for the portion destroyed until use of same is restored to Tenant.

10.3 In the event of total destruction the Landlord shall have the option to restore and rebuild the demised premises as nearly as possible to its value, condition and character immediately prior to such destruction, less the actual costs, fees (including attorney's fees) and expenses incurred in connection with the adjustment of the loss or retain the insurance proceeds. In the event the Landlord elects to retain the insurance proceeds, this Lease shall terminate upon notice to the Tenant of such election and the Tenant covenants and agrees that the Tenant will make no claim, by reason of such destruction, to any portion of said insurance proceeds. Rent shall cease until the demised premises are restored or rebuilt.

10.4 In the event that the time needed to restore the demised premises shall require more than three (3) months, the Tenant, at its option, may terminate the Lease and have no further obligations hereunder.

10.5 In the event that such damages or destruction is caused by Tenant, its agents, servants and/or employees, then, in that event:

a) Landlord shall have the option to terminate this Lease and hold Tenant liable for any damages (including reasonable attorney's fees) resulting from such damage or destruction.

b) No conduct on the part of the Landlord shall be deemed an election by Landlord to undertake any obligation to perform any repairs or rebuilding of the demised premises;

c) Tenant shall have no option to cancel this Lease as provided in Paragraph 10.4 hereof;

d) In such event Tenant hereby agrees to assign to Landlord any and all insurance proceeds due or payable to Tenant to secure Tenant's obligation to hold Landlord harmless as a result of such damage or destruction; and

e) In such event Tenant shall be responsible to pay to Landlord any and all damages, costs, losses, or other amounts necessary to compensate Landlord for damage to the demised premises during the term of this Lease

11. ASSIGNMENT AND SUBLETTING

11.1 Tenant agrees not to assign, mortgage, pledge or encumber this Lease in whole or in part, or sublet the whole or any part of the demised premises, without first obtaining the written consent of Landlord. Tenant agrees that in the event of any assignment, it will deliver to Landlord at the time of any such assignment, the assumption by the assignee of the obligations and liabilities of the Tenant hereunder, and Tenant and any guarantor or surety of Tenant will nevertheless continue to be liable for the performance of all the terms, conditions and covenants of this Lease.

12. CURING TENANT'S DEFAULTS

12.1 If Tenant shall be in default in the performance of any of its obligations hereunder, and all forbearances and grace periods as defined in Paragraph 15 have expired, Landlord may (but shall not be obligated to do so) in addition to any other rights it may have in law or equity and after written notice to Tenant except in the case of emergency, cure such default on behalf of Tenant, and Tenant shall reimburse Landlord for any sums paid or costs incurred by Landlord in curing such default.

13. RESPONSIBILITY OF TENANT

13.1 Tenant agrees to be responsible for and to relieve and hereby relieves Landlord from, and agrees to indemnify Landlord against, all liability by reason of any injury or breakage, leakage, collapse or other event, injury or damage be caused by or results from the negligence of Tenant or any other person or persons whatsoever, acting on its behalf.

14. REMEDIES

14.1 If Tenant shall fail to pay the rent or other charges herein reserved as rent, on the days and times at the place the same are made payable, and without demand therefore, or if the Tenant shall in any other respect violate or fail to perform or comply with any of the terms, provisions, conditions or covenants herein contained, then it shall be lawful for Landlord to enter and repossess the demised premises and to re-rent, or release said demised premises to the best advantage, applying rentals received to the amounts due from Tenant on account of all its obligations under this Lease, and to expenses so incurred, in which case the deficiency, if any, shall be paid the Landlord by the Tenant. In the event of a continuing default on the part of the Tenant or breach of Lease as herein defined beyond any grace period herein provided after bankruptcy (exclusive of Chapter 11) and surrender of possession then optional with the Landlord, all future unpaid rentals due hereunder may be accelerated and shall then be deemed damages due the Landlord and shall be declared immediately due and payable.

14.2 Tenant agrees that, if the rent or any unpaid charges herein included as rent shall remain unpaid on any day on which same ought to be paid, or if Tenant should otherwise be in default hereunder, then Landlord shall have full power and authority to institute any action at law or in equity for the collection of said rent or other charges.

14.3 If Tenant or its surety becomes insolvent, bankrupt, or make an assignment for the benefit of creditors, or is levied upon or is about to be or is sold out by Sheriff's or Marshal's or Constable's sale, or if a receiver is appointed, then Landlord shall have all the rights and remedies as provided in this Article 14. The failure of Landlord to insist in any one or more instances upon the performance of any of the covenants or conditions of this Lease or to exercise any right or privilege herein conferred shall not be construed as thereafter waving or relinquishing any such covenants, conditions, rights or privileges and the same shall continue and remain in full force and effect, and waiver of one default or right shall not constitute waiver of any other default; and the receipt of any rent by Landlord from Tenant or any assignee or subtenant of Tenant, whether the same be rent that originally was reserved for that which may become payable under any covenants herein contained, or of any portion thereof, shall not operate as a waiver of the right of Landlord to enforce the payment of the additional rent or of any of the other obligations of this Lease by such remedies as may be appropriate, and shall not waive or avoid the right of Landlord at any time thereafter to elect to terminate this Lease, on account of any breach of any covenant therein, or condition of this Lease, unless evidenced by Landlord's written waiver.

14.4 In the event that Tenant shall neglect or fail to pay any obligation under this Lease at any time during the term of this Lease and such payments shall be made or obligations performed by Landlord, then Landlord at its option may declare such payments and the cost of performance or obligations to be additional and further rents may collect such additional rent from Tenant.

14.5 Each right and remedy of Landlord provided for in this Lease shall be in addition to every other right and remedy provided for in this Lease now or hereafter existing at law or in equity, by statute or otherwise.

15. GRACE

15.1 Notwithstanding anything here above stated, Landlord agrees that Landlord will not exercise any right or remedy provided for in this Lease or allowed by law because of any default of Tenant, unless Landlord shall have first given written notice thereof to Tenant and (a) if the default is failure to make any payment hereunder, Tenant, within a period of ten (10) days thereafter, shall have failed to pay the sum or sums due or (b) if the default consists of something other than the payment of money, Tenant shall have failed within twenty (20) days thereafter to begin and actively and diligently in good faith to proceed with the correction of the default until shall be fully corrected.

16. NOTICE

16.1 All notices required or permitted hereunder from either of the parties to the other shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid.

Notice to Tenant shall be addressed to:

Rizzo Corporation
64 Triangle Street
Danbury, Connecticut 06810

Notice to Landlord shall be addressed to:

Office of the First Selectman
Town of Bethel
Clifford J. Hurgin Municipal Center
One School Street
Bethel, Connecticut 06801

17. DEFINITION OF "TENANT"

17.1 The word "Tenant" is used herein to include the Rizzo Corporation only. By the execution hereof, said Tenant agrees to be liable for all rents, covenants, and promises herein contained. No rights, privileges or powers of the Tenant hereunder nor its interest in this Lease shall inure to the benefit of any assignee or subtenant of Tenant, immediate or remote, unless the assignment to such assignee has been approved in writing by Landlord aforesaid.

18. PERFORMANCE WITHOUT PREJUDICE

18.1 Anything herein contained to the contrary notwithstanding, it is understood and agreed that, if a dispute arises between Landlord and Tenant as to the obligation of one or the other to perform any act or to pay any sum of money to the other or to a third party, the performance of such act with the making of such payment shall be without prejudice to the right of the party so performing or making payment to seek reimbursement from the other therefore.

19. ENTIRE AGREEMENT

19.1 It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements, conditions and understandings between Landlord and Tenant with respect to the demised premises, and that there are no promises, agreements, conditions or understandings either oral or written, between them other than as are herein set forth. It is further understood and agreed that no subsequent

alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

20. CAPTIONS

20.1 It is agreed that the captions of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

21. BINDING EFFECT

21.1 This Lease, together with any and all addenda as amendments thereto, shall inure to the benefit of the respective parties hereto, their successors, heirs, personal representatives or signs, (provided in any assignment by the Tenant shall be effective only is made in strict accordance with the terms of this Lease).

IN WITNESS WHEREOF, the parties here to have hereunder set their hands and seals this day and year first above written.

Signed, sealed and delivered
in the presence of :

LANDLORD:
TOWN OF BETHEL
A MUNICIPAL CORPORATION

_____ By _____
Matthew S. Knickerbocker, First Selectman
Duly authorized

_____ Date _____

TENANT:
RIZZO CORPORATION

_____ By _____, its
Duly authorized

_____ Date _____