

PUBLIC WORKS COMMITTEE
of the REPRESENTATIVE TOWN MEETING
TOWN OF DARIEN, CONNECTICUT

WARNING

A Regular Meeting of the Public Works Committee to the RTM, will be held **Thursday February 15, 2024 in Room 206 of Town Hall at 7:30PM.**

AGENDA:

- Call to Order.
- Approve Minutes of meeting January 11, 2024
- Budget (Public Works Director Ed Gentile guest)
- Great Island - Updated Pet Addendum for Tenants
- Great Island Residential Lease Extension
- Lease for 18 Great Island Road
- PWC Focus Areas

The Meeting is public and subject to the Rules of Procedure of the Representative Town Meeting and Robert's Rules of Order, Revised. Any elector of the Town may speak at the Meeting, but only Town Meeting Members are authorized to vote.

Mark R. Adiletta, Chair

February 11, 2024

See italicized language under item 3 for proposed revision

Great Island Advisory Committee

The acquisition of Great Island presents a tremendous opportunity for the Town of Darien to expand open space and provide additional recreational opportunities for our residents.

Decisions regarding the property's use, including capital and operating investments, must be made with great care and take into account input from Town residents as well as the provisions of the Town's long-term Plan of Conservation and Development.

Planning needs to start now for the work that must begin immediately after the acquisition closes in May. This work will include, but is not limited to, widening access roads, establishing initial parking areas, determining property hours, and creating required signage. Also important will be remediation of certain environmental issues, management and control of existing improvements, and provision of sanitary facilities.

The Board of Selectmen (the "Board") believes that the creation of a Great Island Advisory Committee (the "Committee") is necessary in order to carry out the aforementioned duties. The Board is establishing this Committee now to ensure proper oversight of the immediate post-acquisition tasks.

Initial Committee membership shall consist of nine (9) members, including four (4) full time residents of Darien appointed by the Board, two (2) Selectmen, the Moderator of the RTM (or RTM member designated by the Moderator), and the Chairmen of the Board of Finance, and Parks and Recreation Commission (or members of these boards designated by their chairmen). Committee membership shall adhere to the same minority political representation requirements as other boards and commissions.

Ex-officio members shall include the First Selectman, Town Administrator, Finance Director, Public Works Director, Parks & Recreation Director, Supervisor of Town Facilities, Police Chief, Fire Marshal, Director of Emergency Management and Chairman of the Advisory Commission on Coastal Waters.

The Committee's initial charge shall be to:

1. Select from its membership a Chairman, who shall be a Selectman, a Vice Chairman and a Secretary;
2. Prepare and approve a regular meeting schedule, agendas and minutes of Committee's activities, in accordance with Robert's Rules of Order and in compliance with the State of Connecticut Freedom of Information Act;
3. Identify, interview and recommend to the Board such professionals and consultants deemed necessary to advise the Committee on its charge, including, but not limited to such professionals as consultants for the preparation of a Master Plan, including the terms under which they will serve the Committee;
4. Provide oversight of selected professionals;
5. Create infrastructure plans and related projects that will enable residents to safely access the property, and present the details and costs of such plans and projects to the Board for approval;
6. Develop operating and capital budget estimates for any infrastructure plans or related projects for presentation to the Board of Selectmen, Board of Finance and RTM;
7. Develop and submit applications to Town, State and Federal regulatory authorities as required to carry out the project;
8. Provide oversight of the projects and related expenditures;
9. Report to the Board at least monthly on the progress of the Committee's work; and,
10. Provide a financial update on a monthly basis to the Board of Finance, with the assistance of the Finance Department.

In the coming months, the Board will update the Committee's charter and clarify its responsibilities and longer-term tasks.

Adopted by the Board of Selectmen 04/03/2

18 Great Island Lease - 2024

FOR APPROVAL

HOUSE LEASE AGREEMENT

The Town of Darien, a Connecticut municipal corporation having an address of 2 Renshaw Road, Darien, Connecticut 06820 (the "Landlord"), and Michael Berger, of 18 Great Island Road, Darien, Connecticut 06820 (collectively, the "Tenant"), enter into this Lease ("Lease") in consideration of, and subject to, the terms, conditions, and covenants set forth herein. In this Lease, the terms "we", "us", or "our" refer to Landlord and the terms "you", "yours", and "yourself" refer to the Tenant.

1. **PREMISES.** The premises we lease to you is a single-family home known as "The Pink House", located on Great Island, at 18 Great Island Road, Darien, Connecticut. The leased premises, along with the equipment, fixtures, appliances, and furnishings, if any, contained therein are hereinafter, collectively, referred to as the "Premises".
2. **LEASE TERM.** The term of this Lease, subject to Section 39 hereof, shall begin on April 1, 2024, and shall end on July 31, 2025.
3. **RENT.** You will pay \$9,000.00 per month as rent, together with any and all other amounts due hereunder. Rent is due and payable in advance on the 1st day of each calendar month, during the term of this Lease, payable to the Town of Darien, and sent to the following address: Office of the Selectmen, 2 Renshaw Road, Darien CT 06820. You will be in default of this Lease if rent is not received, at the above address, by the 10th day of each calendar month during the term of this Lease. You bear the risk of loss of rent sent by mail. Rent lost in the mail will not excuse a default in the payment of rent. If the first day of the month is a Sunday, your rent may be received by the next business day, excluding federal or state holidays. We can change the place for payment of rent upon written notice to you. If this Lease begins other than on the first day of the month, or ends other than on the last day of the month, than such month's rent shall be prorated on a daily basis. At the time you sign this Lease, you will pay the first month's rent due under this Lease. Notwithstanding anything to the contrary contained in this Lease, it is agreed that the handling of advanced payment of rent shall at all times be consistent with Connecticut law.
4. **LATE CHARGES AND RETURNED CHECKS.** You will pay a late fee of \$50.00 if rent is not received by the tenth (10th) day of the month. You will pay \$25.00 each time your rent check is returned for insufficient funds or for any reason. A returned check will not be considered the payment of rent. The foregoing fees are to cover our administrative costs.
5. **SECURITY DEPOSIT.** As specified in that certain tenant direction letter we sent to you on, and dated as of May 5, 2023, your security deposit in the sum of eighteen thousand and 00/100 (\$18,000.00) Dollars, which sum acts as security for your full and faithful performance of all of the terms, covenants and conditions of this Lease, was transferred into our escrow account in a financial institution located within the state of Connecticut. Landlord shall be escrow agent of such account. Such security deposit shall not be designated by you as rent payment under any circumstances, including the last month's rent payment. Failure to maintain the balance of

\$18,000.00, as security deposit, shall constitute a breach of this Lease and subject you to eviction. The amount of such security deposit shall not be construed as limiting your liability for damages to the Premises, beyond normal wear and tear. The security deposited under this Lease shall not be mortgaged, assigned or encumbered by you without our written consent, which may be withheld in our sole and absolute discretion. Such sum, with any interest thereon which is due pursuant to law, shall be returned to you within thirty (30) days after the expiration of this Lease, provided that you have fully and faithfully carried out all of the terms, covenants, and conditions of this Lease, less any amounts paid therefrom for damage to the Premises, or for fees and charges pursuant to the terms hereof. In the event of a sale of the Premises, or such larger parcel or parcels of land of which the Premises is a part, which sale is made subject to this Lease, then we shall have the right to transfer the security deposit to the purchaser, for your benefit, and, provided that the purchaser agrees, in writing, to assume our liabilities under this Lease, we, as the selling Landlord, shall be released by you from all liability for the return of such security deposit. The terms of this Lease governing the security deposit shall at all times be consistent with Section 47a-21 of the Connecticut General Statutes.

6. OCCUPANCY OF PREMISES. The Premises, together with the immediate surroundings of the Premises (the "Dwelling Area"), shall be used only as a dwelling for yourself, and for your minor children, if any (collectively, the "Occupants"). All persons entering the Premises or the Dwelling Area with your express or implied permission, and including the Occupants, are, collectively, your "invitees". You may have nonpaying, short-term (seven (7) days maximum) invitees, but only if you are also present. Paying invitees are not permitted. You acknowledge, agree, and understand that the Premises, and the Dwelling Area, are part of a much larger parcel of land some of which borders on water, and on which there exist, without limitation, a cove, boat docks, boating facilities, and horses and horse stables, together with all of the miscellaneous equipment and vehicular traffic in connection therewith. You further acknowledge, agree, and understand that neither you, nor any other members of your family, nor any of your guests or other invitees, shall have the right under this Lease to traverse on any other portions of such land, all of which other portions of land are specifically excluded from this Lease; rather, notwithstanding anything contained in this Lease, your occupancy, and any and all rights you derive under this Lease, shall be limited to the Premises, the Dwelling Area, and that certain accessway used to gain passage to the Premises and the Dwelling Area, which accessway commences at the intersection of Rings End Road and Goodwives River Road (the "Driveway"). You understand that the enforcement of the foregoing restrictions are also for the purpose of ensuring the safety and well-being of you, your guests and invitees. Notwithstanding anything contained in this Lease, you agree to, and do hereby, indemnify and hold harmless the Landlord, for any loss, cost, injury, or damage, whatsoever, resulting from your failure to abide by the provisions of this Section 6, including, without limitation, any loss, cost, injury or damage, whatsoever, resulting from the presence by you, or any of your guests and/or invitees, on any portions of such land, other than the Premises, the Dwelling Area, and/or the Driveway.

7. LAWS RELATED TO USE OF PREMISES. You will comply with all laws and regulations applicable to tenants leasing dwelling units. You will see that your invitees comply with all of such laws and regulations, as well as the terms and conditions of this Lease. You will pay us, upon demand, any cost, fines, penalties, and attorneys' fees, that we have to pay because you, the Occupants, or any other of your invitees, violate this Lease, or any laws or regulations relating to occupancy of the Premises and the Dwelling Area, pursuant to this Lease. You will conduct yourself, and require your invitees to conduct themselves, in a manner that will not constitute a nuisance to, or disturb, others residing on, or otherwise using, any other portion of the parcel or parcels of land of which the Premises and the Dwelling Area are a part.

8. UTILITIES. We agree to provide trash and snow removal. We agree to maintain the septic system. You shall pay directly for telephone, security, gas and oil, together with any taxes thereon. You shall also pay for a maintenance contract for the heating system (including the furnace and/or boiler, if any) on the Premises. Further, it is acknowledged that electric and water are separately metered to the Premises, and that we will bill you, and you agree to pay, such invoice(s), as additional rent, for your actual electric and water usage, pursuant thereto. Rent will not be reduced if, for any reason beyond our control, you do not receive any of the utilities we are to provide.

9. CARE OF THE PREMISES. You will keep the Premises, and the Dwelling Area, in a clean and safe condition, and shall use them only for residential purposes. You will regularly remove all garbage, rubbish, and other waste to a place designated by us. You will use the utilities in a reasonable manner. You will not damage any part of the Premises or the Dwelling Area. You will not remove or replace any of the fixtures, appliances, or furnishings, if any. At the end of this Lease, you will leave the Premises broom clean, free of all belongings or rubbish, and in the same or better condition than when you initially took occupancy pursuant to this Lease, reasonable wear and tear excepted. You may not leave furniture or other belongings in the Premises for future occupants. You shall be liable for all damage or loss to the Premises, and the Dwelling Area, caused by you, or your invitees, resulting from a breach of this Lease, or from the carelessness, omission, neglect, or willful misconduct of yourself or your invitees, including, without limitation, injury or loss to the Premises, the Dwelling Area, including the common areas, if any, and any other area of the structure in which the Premises may be located, and including the cost of repairs, as well as any attorneys' fees we may incur in connection with any such damage or loss.

10. REPAIRS. We will make all repairs to the Premises. You will give us prompt notice in writing of any damage to the Premises. All requests for repair that you make to us shall be in writing, except in the case of an emergency. We agree to make necessary repairs to the Premises within a reasonable period of time after you notify us of the need for repair, at our expense unless you, your invitees, or other persons under your control, caused the damage requiring repair, in which case you shall reimburse us for such costs within ten (10) days of our presentation of a bill therefor. If the utilities malfunction, you shall notify us immediately. If the smoke detectors malfunction or indicate that servicing is needed, you shall call us immediately. Notwithstanding the foregoing, you shall be solely responsible for any repairs to the Premises which cost less than \$1,000.00 in any given instance.

11. LIABILITY FOR PERSONAL INJURY. Notwithstanding anything contained herein, we will not be liable to you, or your invitees, for any bodily injury or death, from any cause whatsoever, including from any carelessness, omission, neglect, or misconduct of any person or entity, except to the extent of personal injury caused by the willful misconduct or gross negligence of us or our agents.

12. PERSONAL PROPERTY; INSURANCE. We have no liability at all for damage to any personal property, including, without limitation, your personal belongings, in the Premises, or in the Dwelling Area, except to the extent that such damage is caused by our willful misconduct or the willful misconduct of our agents. Before you take occupancy of the Premises, you are required to obtain tenant's insurance coverage, for your personal belongings, in an amount of not less than \$500,000, as well as liability coverage, in an amount sufficient to protect yourself and your invitees, but in no event in an amount less than \$5,000,000, from an insurance carrier licensed to do business

in the State of Connecticut. Further, you agree to provide, prior to taking occupancy of the Premises, a certificate of such insurance coverage, naming the Landlord as an additional insured, and otherwise to the Landlord's satisfaction.

13. **SUBLEASE OR ASSIGNMENT.** You shall not assign this Lease, or sublease the Premises, or any part thereof, or permit anyone other than you and the Occupants to live therein, without our express prior written consent, which consent may be withheld by us, in our sole and absolute discretion, for any reason or for no reason. Any assignee or sublessee whom we do approve, must sign an agreement in form and substance acceptable to us, pursuant to which such assignee or sublessee assumes, and agrees to abide by, the terms and conditions of this Lease. Even if we consent to any assignment or sublease, you shall remain primarily liable under this Lease, and primarily liable for the compliance of the assignee or sublessee with the terms and conditions of this Lease.
14. **OUR RIGHT TO ENTER.** You give us and our agents permission to enter the Premises at reasonable times, upon reasonable notice to you, in order to inspect the Premises, make necessary repairs or alterations, or show the Premises to prospective tenants, purchasers, mortgage lenders, workers, or contractors. In the case of emergency, we, or they, may enter without notice to you.
15. **ALTERATIONS.** You shall not make any alterations or changes in or to the Premises, facilities, or utilities, without our express prior written approval. Any items installed with our permission shall become our property upon installation and shall be left in the Premises when this Lease expires, or if we require, removed at your expense. You shall repair any damage to the Premises caused by such removal.
16. **RULES AND REGULATIONS.** You agree to observe the rules and regulations that we adopt from time to time for the Premises. The initial rules and regulations are attached to and made part of this Lease, but we reserve the right to amend them. You agree to observe the amended rules and regulations upon receipt of them from us.
17. **DEFAULT BY TENANT.** You will be in default under this Lease if:
 - (a) we do not receive your rent on the first (1st) day of each month during the term of this Lease, or within nine (9) days thereafter;
 - (b) you violate any of the terms of this Lease, or any other agreement with us;
 - (c) you vacate or abandon the Premises prior to the expiration of this Lease, without our consent; leave the Premises for fourteen (14) consecutive days without notice to us; or sublease the Premises, or any portion thereof, or assign this Lease, without our consent; or you do not vacate the Premises upon the expiration of this Lease.
18. **REMEDIES FOR DEFAULT.** If you are in default under this Lease, you agree we may do any or all of the following:
 - (d) terminate this Lease;
 - (e) institute eviction proceedings;
 - (f) institute any action allowed by law or equity to enforce this Lease, including, but not

limited to, an action for unpaid rent, damages, injunctive relief, and the cost for any such legal proceedings, including reasonable attorneys' fees. You will pay all reasonable attorneys' fees and costs we incur in connection with our enforcement of this Lease, including, without limitation, for pre-termination and termination notices and eviction or other proceedings brought against you or your invitees; and

(g) require you to pay interest on any amount you owe us which is past due, at the lower of (a) the rate of twelve percent (12%) per annum, and (b) the highest rate that may be legally imposed in such instances. If we terminate this Lease because of your default, you will pay, as damages, the monthly rental for each month the Premises remains vacant (but not past the expiration date), so long as we make reasonable efforts to re-rent it, if we are legally required to do so, together with all reasonable costs incidental to the "turn-over" and/or "reletting" of such Premises, including, without limitation, repairs, painting, restoration, and the pro rata portion of any brokerage fee incurred for the remainder of the Lease term related to the new replacement tenant. Entry into the Premises or acceptance of the keys after you default and vacate the Premises does not waive our claims for damages and does not result in an accord and satisfaction of amounts due under this Lease. This Lease shall, and does hereby, expressly allow us to report any unpaid rent or unpaid damages to a local or national credit bureau, to obtain a credit report on you, and to institute collection proceedings.

19. **DEATH OF TENANT.** In the event of the death of the Tenant, or either of them, we may terminate this Lease in accordance with Connecticut General Statutes §47a-11d.
20. **PRE-LEASING INSPECTION.** Prior to signing this Lease, you inspected and were satisfied with the Premises and accept the Premises and the Dwelling Area "AS IS", in its present condition, and that Landlord shall have no obligation to perform any work on the Premises or the Dwelling Area.
21. **HOLDING OVER.** If you fail to vacate on or before the expiration of this Lease, you will be considered to be holding over. Holding over will not renew or extend this Lease. If you hold over, you agree to pay a monthly use and occupancy fee equal to one and one-half times the rent last payable under this Lease. You will pay an entire month's use and occupancy fee at the holdover rate for any portion of any calendar month that you remain on the Premises after the expiration or earlier termination of this Lease.
22. **REPRESENTATIONS.** This Lease constitutes the entire agreement between you and us. Any prior or contemporaneous agreement, understanding, representation or belief regarding the leasing of the Premises, whether or not in writing, which is not expressly stated in this Lease, is null and void.
23. **ATTACHMENTS TO THIS LEASE.** The following attachments, as indicated below and as annexed hereafter, are made a part of this Lease:
 - (a) Rules and Regulations;
 - (b) EPA: Protect Your Family from Lead in Your Home; and
 - (c) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

(d) Mold and Allergen Statement

(e) Environmental Remediation Statement & Notice of Arsenic in Soil

24. **APPLICABILITY OF LAW.** This Lease is deemed entered into in the State of Connecticut, and all matters arising under or related to this Lease shall be governed and construed in accordance with the laws of the State of Connecticut (without reference to its conflicts of laws provisions).
25. **AMENDMENT; PARTIAL VALIDITY.** This Lease may be amended only by a document signed by you and us, which expressly amends this Lease. If any provision of this Lease is held to be invalid, or illegal, or otherwise unenforceable, the remaining provisions will remain in full force and effect.
26. **NON-WAIVER OF PROVISIONS.** Although we may fail to take action to enforce any particular provision of this Lease, we do not thereby waive our right to enforce that particular provision (or any other provision) of this Lease in the future.
27. **SUBORDINATION.** This Lease is fully subject, and subordinate, to all ground leases or mortgages placed on the Premises, or on the larger parcel or parcels of which the Premises is a part, now or in the future.
28. **CONDEMNATION.** If the Premises is condemned by any governmental agency for any reason, we may terminate this Lease by giving you written notice within fifteen (15) days of the condemnation. You will not be entitled to any payment from the governmental agency because of such condemnation except for any separate award for relocation expenses. All other payments from such agency shall be paid to us.
29. **JOINT AND SEVERAL LIABILITY.** If more than one person signs this Lease as tenant, each person signing as tenant is jointly and severally liable for all the terms of this Lease. Any release or waiver of claims against one of the persons signing as tenant does not act as a release or waiver of claims against any other person signing as tenant.
30. **NOTICE.** Any notice required by this Lease must be given to us in writing at the address first written above. Written notice to you is effective upon delivery to the Premises or three (3) days after we send first class mail addressed to you at the Premises.
31. **COPIES.** Your signature below also evidences your acknowledgement of receipt of a copy of this Lease and of all of the attachments listed above. This Lease may be signed in counterparts. Signatures on this Lease delivered electronically (such as by facsimile transmission, in "pdf" format, or via "docusign") shall be effective as originals, for all purposes.
32. **HEADINGS, CAPTIONS, ETC.** Section headings and definitions in this Lease are for convenience only and do not define, limit, change the meaning of, or otherwise affect, the terms of this Lease. The word "including" means "including without limitation" in this Lease. Any reference to one gender or number shall be deemed to apply to any others, as dictated by context.
33. **EQUAL OPPORTUNITY.** This is an equal opportunity housing agreement.

34. **UNSIGNED LEASE NOT BINDING.** The delivery by us of this Lease or any renewal agreement relating to this Lease shall not constitute any offer to lease or bind the Landlord in any way unless and until the Landlord signs and returns a copy of this Lease to you.
35. **FIREARMS; EXPLOSIVES.** Any possession, storage or use of explosives, fireworks, flammable materials, gas tanks, or any other dangerous items or materials, in, on or around the Premises or the Dwelling Area, shall be, in all cases, in full accordance with Connecticut law. Any ammunitions or weapons (including, but not limited to, firearms, air rifles, and/or crossbows) in, on or around the Premises or the Dwelling Area shall be legally owned, and possessed, stored and used, in full compliance with Connecticut law. We may, in our discretion, seize and dispose of any of the foregoing which you possess, store, or use in violation of this Lease, without liability or notice to you or your invitees. Any damage caused by any of the items in this Section 35 shall be your full responsibility, and you shall, and do hereby, indemnify and hold us harmless, for any injury, death, loss, cost or damage, occurring within, or to, the Premises, the Dwelling Area, or any other area within the larger parcel or parcels of land of which the Premises is a part, and resulting from your, or your invitees', possession, storage or use of any of the foregoing.
36. **WAIVER OF NOTICE TO QUIT.** You expressly waive the service of a notice to quit on you only in the event that this Lease terminates by lapse of time.
37. **BROKERS.** You agree that no broker, realtor or agent, has been involved in this Lease, and you agree to, and do hereby, indemnify, hold harmless, and defend us against any claim payable to any other broker, realtor or agent, where such other broker, realtor or agent claims a commission or other compensation by, through or under its dealings with you.
38. **SUCCESSORS AND ASSIGNS.** This Lease shall bind all successors and assigns of the Landlord and the Tenant, but any unpermitted assignment of this Lease shall, in any case, be null and void.
39. **EARLY LEASE TERMINATION.** Both (or either) Landlord and Tenant shall reserve the right, for any reason, to unilaterally terminate this Lease, upon giving the notice referred to in this Section 39, in which case the term of this Lease shall be cancelled as of the cancellation date set forth in such notice. The required notice of cancellation under this Section 39 must be given, in writing, at least ninety (90) days in advance of such cancellation date, which cancellation date shall be specified in such notice. Regardless of whether You or We issue the notice of cancellation, you agree that you shall fully vacate the Premises as of such cancellation date; if not, the same shall be deemed a default under this Lease entitling us to all rights and remedies provided for in this Lease resulting from such default.
40. **ADDITIONAL RENT.** All charges and other amounts due under this Lease, other than rent, shall constitute additional rent under this Lease, and the Landlord shall have the same remedies for a default in the payment of additional rent as for a default in the payment of rent.
41. **NO HUNTING.** Hunting is not permitted under this Lease in, on or around the areas leased hereunder (i.e, the Premises and the Dwelling Area), and, for the avoidance of doubt,

hunting is not permitted in, on or around any portion of Great Island, including, without limitation, the larger parcel or parcels of land surrounding the Premises and the Dwelling Area.

- 42. MUNICIPAL APPROVAL. You understand that your ability to occupy the Premises and our ability to enter into this Lease, as well as our ability to be bound by any obligations and/or conditions imposed on us herein, are contingent upon the approval of the same by: (i) the Board of Selectmen of the town of Darien, and (ii) the Representative Town Meeting of the town of Darien. The resolution of the Board of Selectmen, dated _____, 2024, therein approving the term(s) of, and authorizing our execution of this Lease, is attached and incorporated hereto as Exhibit “1”, while the resolution of the Representative Town Meeting, dated _____, 2024, therein approving the term(s) of, and authorizing our execution of this Lease, is attached and incorporated hereto as Exhibit “2”. You hereby also understand and acknowledge that any subsequent modification, amendment, renewal or extension of this Lease shall also require the municipal approval(s) specified under this Sec. 42 prior to any formal adoption or acceptance thereof.

- 43. WASHER/DRYER. The Tenant shall be permitted to install, at his own expense, his own washer and dryer at the Premises, during the term of this Lease, and to remove them at the expiration of the Term of this Lease, provided that upon such removal of the Tenant’s washer and dryer, the Tenant shall, at his own expense, re-install the washer and dryer originally provided by the previous landlord of the Premises, in their original locations.

Dated at Darien, Connecticut this _____ day of _____, 2024.

Signed, sealed and delivered
in the presence of.

LANDLORD

By _____
Jon Zagrodzky
First Selectman, Town of Darien
duly authorized

TENANT

Name: Michael Berger

EXHIBIT "1"

Board of Selectman Resolution approving lease

EXHIBIT "2"

Representative Town Meeting Resolution approving lease

**RESOLUTION OF THE REPRESENTATIVE TOWN MEETING OF THE
TOWN OF DARIEN APPROVING A LEASE OF THE PREMISES AND DWELLING AREA
COMMONLY REFERRED TO AS 18 GREAT ISLAND ROAD**

WHEREAS, Section 48, paragraph (f) of the Charter lists one of the authorized powers of the Representative Town Meeting is to approve leasing of real property by the Town; and

WHEREAS, the Town of Darien purchased property known as Great Island on May 5, 2023; and

WHEREAS, it is the intent of the Town to lease certain structures on that property for a limited period of time including the authority to terminate said lease within ninety (90) days advanced notice; and

WHEREAS, the Planning & Zoning Commission under Section 8-24 of the Connecticut General Statutes has issued a report concluding that the lease of 18 Great Island Road is consistent with the 2016 Town Plan of Conservation and Development.

NOW THEREFORE BE IT RESOLVED THAT the Representative Town Meeting of the Town of Darien hereby approves the lease of 18 Great Island Road, Great Island, as more particularly set forth in the lease document attached hereto and made a part hereof.

RULES AND REGULATIONS

All terms used herein shall have the same meaning as in the Lease of which this is a part.

1. You shall not place anything or make anything visible from outside of the Premises, windows, or projections, including, without limitation, signs or advertising notices. Notwithstanding the foregoing, window air conditioners shall be permitted.
2. You shall not damage the Premises, including the walls, ceilings, and woodwork, including, but not limited to, damage by toggle bolts, large nails, adhesive materials or by otherwise defacing the same. You shall leave the Premises in broom clean condition and in the same or better condition than when you received the Premises, reasonable wear and tear excepted.
3. We shall not be held liable for packages accepted from UPS, DHL, Federal Express, Airborne, or any other carrier.
4. No pets shall be permitted on the Premises, without our express prior written consent, which consent may be withheld in our sole discretion. Pets (including dogs and cats) that are so permitted on the Premises shall remain in the Premises except when taken out on a leash and accompanied by an adult. We reserve the right at all times to revoke any privilege of permitting pets (including dogs and cats) in or on the Premises or the Dwelling Area. Any disturbance by any pet (including a dog or a cat) which annoys surrounding residents or interferes with their comfort or peace and quiet will be subject to immediate removal or such other action as we may deem appropriate. Damage and cleanup caused by pets (including dogs and cats) is your responsibility.
5. Loud music and other noises which can be heard outside the Premises are prohibited at all times.
6. We will not recognize your failure or refusal to make prompt rental payments, including any refusal based upon any alleged defective condition.
7. You will keep all personal property inside the Premises.
8. We will charge you for unclogging plumbing equipment in cases where stop-ups are caused by the introduction of improper objects, such as children's toys, material containing cloth of any kind, etc.
9. Rain, snow, ice or other water will damage floors, carpets, and drapes. Do not leave windows open when you leave the Premises. You will be responsible for any resulting damage. You shall keep the driveway, walks and sidewalks in front of the Premises free of obstructions.
10. Boats, trailers, commercial or recreational vehicles, and inoperable or unregistered vehicles, may not be parked at the Premises.

11. No persons other than the named Tenant on the Lease, and the Occupants, will be allowed to occupy the Premises without our express prior written consent, which we may withhold in our sole and absolute discretion.

12. No tenant or invitee shall do or permit anything to be done in the Premises or the Dwelling Area, or bring or keep anything there, which will in any way increase the rate of fire insurance on the structure or property kept there. No tenant or invitee shall violate the laws or any insurance policy pertaining to the Premises or the parcel or parcels of which the Premises is a part.

13. No additional locks or alarm systems shall be affixed to any door or window except with our express prior written consent, which we may withhold in our sole and absolute discretion. You shall keep the glass, locks and trimmings in and upon the doors and windows of the Premises in good condition; and if you or persons under your control thereof shall break any part, the same shall immediately be replaced and repaired and put in order under our direction and to our satisfaction at your sole expense.

14. You are responsible for all damages to the Premises, however caused by you or your invitees, and particularly by moving or placing furniture, boxes or bulky articles in or about the Premises.

15. You and your invitees must give immediate notice to us of any accident or injury to any person, or of any damage to the Premises or furnishings.

16. In the event of any installation of a satellite dish or antenna (in all cases only upon the express prior written consent of the Landlord), upon termination of the Lease, the tenant will restore fully the area in which such satellite dish or antenna was installed to its condition as of the commencement of the Lease.

17. You will not use space heaters of any kind in the Premises.

18. You will not use water beds in the Premises.

19. Checks returned marked "NOT SUFFICIENT FUNDS" will be resubmitted by us for collection once. If a check fails to clear upon redeposit, you must submit all future rent payments by certified check or by cashier's check.

20. You will take good care of all appliances in the Premises and return them in the same or better condition as they are in at the execution of the Lease.

21. You will not use, sell or distribute any narcotics or other controlled substances in, on or around the Premises or allow others to do so.

22. You will make use of the Premises for residential use only. Neither you nor any invitee will operate or allow others to operate any commercial business from the Premises.

23. We reserve the right to make and enforce such other reasonable rules and regulations as we deem necessary or advisable from time to time to promote the safety, care and cleanliness of the Premises and for the quiet enjoyment of persons occupying adjacent or nearby properties.

24. Neither you nor any invitee shall smoke in the Premises. You shall be responsible for any costs to clean the Premises or the furnishings to remove any smoke damage if this rule is violated.

LEAD WARNING STATEMENT

Every tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The landlord of any interest in residential real property is required to provide the tenant with any information on lead-based paint hazards from risk assessments or inspections in the landlord's possession and notify the tenant of any known lead-based paint hazards.

Landlord's Disclosure

Presence of lead-based paint and/or lead-based paint hazards. (check (i) or (ii) below):

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- X** (ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

However, because of the age of the house, Tenant should assume there is lead-based paint and/or lead-based paint hazards present in the housing.

Records and reports available to the Landlord (check (i) or (ii) below):

- (i) Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-paint hazards in the housing (list documents below).

- X** (ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lead Information Pamphlet

- (i) Landlord has provided Tenant with an EPA-approved lead information pamphlet.

Tenant's Acknowledgment (Initial)

Tenant Has:

- a. Received copies of all information, records, and reports listed above.
- b.** Received the pamphlet "Protect Your Family from Lead in Your Home."

Mold & Allergen Statement

Tenant has previously expressed concern to the prior owner and landlord of the premises, under that certain prior lease dated May 1, 2011 (the "Prior Lease"), as to a possible mold and allergens condition at the Premises. Under the terms of the Prior Lease, Tenant acknowledged that two tests, dated April 26, 2010 and May 10, 2010, had been undertaken at the leased premises and reviewed by the parties.

As was previously agreed to in the Prior Lease, Tenant hereby again expressly agrees for themselves, their heirs, personal representatives and assigns for the benefit of Landlord, their successors and assigns that:

- i. Tenant assumes all risks for themselves and their property of the presence at the Premises of any mold and allergen or like or similar condition, and
- ii. Tenant hereby waives and releases any and all claims, suits, actions, etc., past, present and future, in and with respect to any adverse health conditions, personal injury and Tenant property damage related to, and/or directly or indirectly caused by, any such mold and allergens or like or similar condition at or about the leased premises.

If Tenant finds that remaining in the leased premises is associated with negative effects on Tenant's health, Tenant shall have the right to cancel this Lease by providing at least sixty (60) days advance written notice of the cancellation of the Lease to Landlord, pursuant to Sec. 39 of the Lease, stating therein that the basis of cancellation is related to health concerns derived from any alleged and/or perceived mold or allergen or similar condition(s) on the Premises.

Environmental Remediation Statement

Notice of Arsenic in Soil

Landlord hereby notifies Tenant that, in congruence with Landlord's recent purchase of the Premises and the surrounding 60 acre lot(s) commonly and collectively known as "Great Island", on which the Premises is located, Landlord was made aware of the preexistence of certain metallic substance(s) within the soil in and around various location(s) on Great Island. Specifically, an Environmental Site Assessment (ESA) was conducted in 2022 on soil sample(s) taken from various locations around Great Island, and the result(s) of this ESA revealed that certain trace amount(s) of arsenic, (the "Hazardous Substance") were detected in certain Great Island soil sample(s). Arsenic is a naturally occurring chemical element with a metallic and shiny appearance, of which the prolonged direct skin exposure or digestion can result in arsenic poisoning, which in the short-term can result in skin irritation, nausea and vomiting, and over longer periods of time can potentially result in cancer, pulmonary disease and/or cardiovascular disease, among other health complications.

Since the performance of the 2022 ESA, both Landlord and the prior owner(s) have taken substantial steps to remediate and remove the Hazardous Substance from the soil of Great Island. As of the date of the Landlord's acquisition of Great Island, or May 5, 2023, **there is NO detection of the Hazardous Substance being: (i) airborne, either through vapor or in-door air contamination, (ii) in the local water supply, or (iii) located within the Premises or other residentially-occupied structures on Great Island. As such, Landlord has been advised that the Premises, along with all other residential premises on Great Island, do not pose any imminent health risk and are safe for human habitation.** However, **limited amount(s) of the Hazardous Substance remains detectable in sub-surface soil throughout certain location(s) around Great Island**, including areas adjacent to various building(s) and residential structures (the "**Hazardous Areas**"). Any excessive disturbance and/or agitation of the soil in the Hazardous Areas could expose you to potentially harmful amounts of the Hazardous Substance. Throughout the term of your Lease, Landlord will continue to conduct environmental remediation activities throughout Great Island and specifically within the Hazardous Areas. As such, **by signing the Lease, Tenant hereby represents and agrees to the following:**

1. Tenant has reviewed this Environmental Remediation Statement, and sufficiently understands the information shared herein.
2. Tenant understands that by continuing to occupy the Premises there remains the possibility, however limited, of Tenant's exposure to the Hazardous Substance, and that Tenant continues to occupy the Premises at their own risk.
3. Tenant is strictly prohibited from entering any of the Hazardous Area(s) while environmental remediation activities are under commencement, during which time Landlord shall cordon such Hazardous Areas off from access by fence, rope or other blockade, which shall be clearly marked with "DO NOT ENTER", or signage of a similar nature.

4. Tenant will not, under any circumstances, disturb the soil or natural landscape of the Dwelling Area, specifically, or Great Island, in general. In other words, Tenant, shall not engage in any gardening activities, digging of the earth, plowing, or removal of natural debris and/or material from the ground(s) of the Dwelling Area or elsewhere on Great Island.
5. If the soil or ground is unnaturally disturbed in any way, either through the action(s) of Tenant or their invitees or licensees, or simply through an unexpected act of nature, the Tenant will immediately contact Landlord by telephone at: (203) 656-7346, to report the issue.
6. Tenant shall ensure, and shall be responsible for ensuring, that any and all of Tenant's guests, invitees, licensees or agents, or other Occupants of the Premises under Tenant's control, shall also abide by the general standards and restrictions of this Environmental Remediation Statement.
7. Tenant acknowledges that the existence of the Hazardous Substance in the soil of Great Island predates Landlord's ownership, and is in no way the fault of, or caused by, Landlord. Therefore, to the furthest extent possible by law, Tenant, along with its successors and assigns, hereby waives any claim(s) against Landlord deriving from, or relating back to, any damages or injuries caused by the Hazardous Substance, allegedly or otherwise, unless the relevant trier of law in the dedicated appropriate forum determines that such damages or injuries relate to or derive from any specific action of the Landlord during the term of the Lease. Tenant further hereby indemnifies and holds Landlord harmless from any and all claims of a similar nature being raised by any and all of Tenant's guests, invitees, licensees or agents, or other Occupants of the Premises under Tenant's control. Tenant further hereby indemnifies and holds Landlord harmless from any and all claims, costs, expenses, damages, or injuries relating to any pet(s) or domesticated animal(s) exposed to the Hazardous Substance, whether owned or otherwise under the care or supervision of Tenant or of Tenant's guests, invitees, licensees or agents, or other Occupants of the Premises under Tenant's control.

RESIDENTIAL LEASE EXTENSION

This Residential Lease Extension (hereinafter "**Lease Extension**") is entered into this ____ day of _____, 2024, by and between the Lessor: The Town of Darien, a Connecticut municipal corporation having an address of 2 Renshaw Road, Darien, CT 06820, (hereinafter "**Landlord**"), and the Lessee(s): _____, of ____ Great Island Road, Darien, CT 06820. All Lessees (hereinafter referred to collectively as "**Tenant**") are jointly, severally, and individually bound by, and liable under the terms and conditions of this Lease Extension.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

- 1. PREVIOUS and/or EXISTING LEASE:** Landlord, through its predecessor-in-title, and Tenant entered into a Landlord-Tenant relationship by virtue of a previously executed Lease Agreement, dated _____, (hereinafter "**Lease Agreement**"), and incorporated herein by reference thereto or by attachment hereto. The Term of said Lease Agreement commenced on the 15th day of June, 2023, and is set to expire on the 15th day of June, 2024. The address of the dwelling leased in the Lease Agreement, and which is the subject of this Lease Extension, is as follows: ____ Great Island Road, Darien, CT 06820.
- 2. EXTENSION OF TERM OF LEASE:** Landlord and Tenant hereby extend and continue the term and duration of the above described Lease Agreement, and incorporate herein by reference all the terms and conditions of said Lease Agreement. Said Lease Agreement shall continue and extend for an additional term, commencing on the 16th day of June, 2024, and expiring on the 31st day of July, 2025, unless renewed or extended pursuant to the conditions set forth in said Lease Agreement.
- 3. CONSTRUCTION:** This Lease Extension shall be construed in conjunction with the aforesaid Lease Agreement, and except as amended by this Lease Extension, all of the terms, covenants, obligations and conditions of the Lease Agreement shall remain in full force and effect through the extended Term. This Lease Extension shall not be authorized until it is (a) approved by the Town of Darien's (i) Board of Selectmen and (ii) Representative Town Meeting, and (b) Landlord returns a counter-signed copy of this Lease Extension to Tenant. All matters arising under or related to this Lease Extension shall be governed and construed in accordance with the laws of the State of Connecticut

All terms and conditions of rent payment, and consequences for untimely payment or non-payment, remain as provided in the previous Lease Agreement, referenced and incorporated above.

Dated at Darien, Connecticut this _____ day of _____, 2024.

Signed, sealed and delivered
in the presence of.

LANDLORD

Name:

By _____
Jon Zagrodzky
First Selectman, Town of Darien
duly authorized

Name:

TENANT

Name:

PET ADDENDUM

The Landlord and Tenant hereby acknowledge that this Pet Addendum (“Addendum”) modifies the Lease for the Premises located at _____ to include the following:

I. PETS ALLOWED. The Landlord grants the right to the Tenant to have the following pets on the Premises: (check one)

- No restrictions on the pets allowed.
- Restrictions on the pets allowed consisting of: (check all that apply)
 - Only ____ number of pets on the Premises.
 - Only ____ pounds (lb) per pet.
 - Only ____ types of pets allowed consisting of: _____
_____ [ex. dogs, cats, etc.]

II. PET IDENTIFICATION. The Tenant’s authorized pets on the Premises shall be restricted to, and identifiable as (*please provide the pet name, breed and brief physical description*):

Any additional pet(s) on the Premises above and beyond this identified herein shall not be considered authorized unless separate written approval is obtained from Landlord.

III. PET DEPOSIT. For the Tenant’s right to have a pet on the Premises, there shall be: (check one)

- No fee.
- A fee in the amount of \$_____ that is: (check one)
 - Non-refundable.
 - Refundable ONLY if there are no damages, stains, or signs of wear and tear on the Premises.

IV. TENANT’S LIABILITY. The Tenant understands and accepts that they are fully responsible and liable for all injuries to person(s) and/or damage to property on the Premises, including but not limited to, walls, floors, carpets, and any stains that any pet causes, regardless of the ownership of the said pet, and agrees to restore the Premises to its original condition at their expense. Tenant hereby further indemnifies and holds harmless the Landlord, and any of its officers, agents, employees or licensees from any claims, action(s), damages, cost(s) or other liabilities or expenses arising from or relating back to Tenant’s pet(s).

V. ANIMAL LIABILITY INSURANCE. Within or in addition to Tenant's general liability insurance coverage requirements and policy limits found under Sec. 12 of the Lease, Tenant shall also hold and obtain renter's animal liability insurance sufficient to cover damage or personal injury, and any costs arising therefrom, caused to any person and/or property by Tenant(s) pet(s).

VI. TENANT'S OBLIGATIONS. The Tenant must have their pet(s) under control and on leash at all times when outdoors, and exercise respective due care.

The Tenant shall not leave any pet unattended outside of their respective Premises.

The Tenant agrees to clean and remove all pet waste, inside or outside the Premises.

The Tenant agrees not to leave food or water for their pet or any other animal outside their dwelling where it may attract other animals.

The Tenant agrees to keep their pet from being unnecessarily noisy or aggressive to others on the Premises or those that may enter onto Great Island in general.

The Tenant is not authorized, and shall completely refrain from allowing any other pet(s), other than those expressly identified under Sec. 2 of this Addendum, from entering the Premises for any reason.

The Tenant agrees to comply with all applicable laws, ordinances, and regulations governing their pet. Tenant's pet(s) shall be properly licensed and Tenant must retain proof that all pet(s) are up-to-date with rabies vaccinations.

VII. LANDLORD'S ENFORCEMENT. If the Tenant or Tenant's pet(s) is determined, at Landlord's sole discretion and determination, to have violated any of the provisions and/or obligations under this Addendum, then Tenant shall be required to pay a monetary fine of up to One Hundred (\$100.00) dollars per-occurrence. If Landlord receives credible complaints, as determined at Landlord's sole discretion, that (i) either any Tenant or Tenant's pet(s) shall have repeatedly violated any of these obligations, or (ii) that any pet has engaged in violent, uncontrolled or threatening behavior, Landlord reserves the right to revoke the authorization(s) granted to Tenant under this Addendum, and may enforce compliance by issuing a summons under Ordinance 10-52 of the Town of Darien.

Tenant's Signature _____ Date _____

Print Name _____

Landlord's Signature _____ Date _____

Print Name _____

DRAFT