

SPECIAL TOWN MEETING NOTICE

RECEIVED
@ 9:17am
OCT 18 2019
Wendy Gannon Lionetti
BY TOWN CLERK'S OFFICE
RIDGEFIELD CT

Notice is hereby given that the Town of Ridgefield Board of Selectmen will hold a Special Town Meeting on Wednesday October 23rd, 2019 at 7:30pm in the Ridgefield Town Hall Large Conference Room, 400 Main Street, Ridgefield, Connecticut to vote on the proposed lease:

- the premises located on 729 North Salem Road, Ridgefield, Connecticut

This lease is available for viewing prior to the Special Town Meeting in the Town Clerks Office.


Rudy Marconi
First Selectman



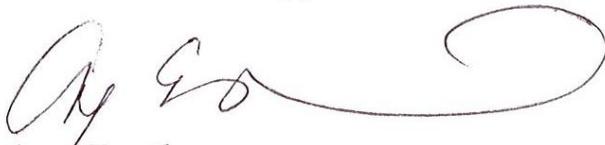
TOWN OF RIDGEFIELD
Office of the First Selectman

RECEIVED
@ 9am
OCT 28 2019
Wendy Gannon Lionetti
BY TOWN CLERK'S OFFICE
RIDGEFIELD CT

October 25, 2019

Wendy Gannon Lionetti
Town Clerk

This is to affirm that the legal public notices for the Special Town Meetings of October 23, 2019 appeared in *Danbury News Times* on October 17, 2019.


Amy Escribano
First Selectman's Office

Special Town Meeting October 23, 2019

The First Selectman, Rudy Marconi, called the meeting to order at 7:30 pm in the large conference room of Town Hall. Mr. Marconi asked the audience to stand and recite the Pledge of Allegiance.

R. Marconi stated that the first item of business was to appoint a Moderator. **Bob Hebert moved and Steve Zemo seconded the motion to appoint Ed Tyrrell Moderator for the Special Town Meeting. The "Aye" votes were unanimous and Ed Tyrrell was appointed Moderator.**

Moderator Ed Tyrrell called the meeting to order and requested a motion to appoint a secretary. **John Devine, 86 Governor Street, moved and Maureen Kozlark seconded the motion to appoint Wendy Gannon Lionetti, Town Clerk, secretary. The "Aye" votes were unanimous and Wendy Gannon Lionetti was appointed secretary.**

Ed Tyrrell read the legal notice of the meeting that appears above, to consider and vote on the proposed lease of 729 North Salem Road to Police Officer David Dubord. The proposed lease appears below:

RENTAL AGREEMENT

Date of this Agreement: November 1, 2019

RECEIVED
@ 4:16 pm
OCT 22 2019
Wendy Garrison-Lonitzer
BY TOWN CLERK'S OFFICE
RIDGEFIELD CT

1. **Tenant.** The words "I", "me" and "my" in this Rental Agreement refer to each Tenant. Each Tenant is separately liable under this Rental Agreement. The following person is Tenant:
Mr. David Dubord
2. **Landlord.** The words "you" and "your" refer to the Landlords who are:
Town of Ridgefield, Connecticut, acting by Rudy Marconi, its First Selectman, duly authorized.
3. **Landlords' Agent.** You, the Landlords, authorize the following person(s) to manage the Property and to receive notices on your behalf:
n/a
4. **Property.** I agree to rent from you the Property known as:
House located at 729 North Salem Road, Ridgefield, Connecticut.
Later in this Agreement the rented property will be referred to as "Property". This rental agreement will be referred to as the "Agreement".
5. **Use.** I will use this Property only as a private dwelling only for myself and my children. The Property may not be used for commercial purposes.
6. **Length of Rental.** The rental will begin on November 1, 2019, and end on October 31, 2020. Any renewal is subject to Board of Selectmen approval on an annual basis. Renewals shall be increased by the annual CPI for the greater New York City area for the previous fiscal year.
7. **Rental Payments.** I agree to pay \$1,300.00 per month as rent each month. This will be paid in advance on the 1st day of each month beginning November 1, 2019 (the first rental payment shall be made upon execution of this Agreement. The total of payments for the length of the rental is \$15,600.00.
8. **Late Payments.** If I do not pay my rent within ten (10) days after it becomes due and payable, I am in default. I will pay you a late charge of \$50.00 for each payment that is more than ten (10) days late.
9. **Security Deposit.** I have deposited one month rent plus \$1,300.00 with you as security that I will live up to all of the terms of this Agreement. If I do not break any of the terms of this Agreement you will return this deposit within thirty (30) days after the end of this Agreement. You may apply as much of the deposit as is necessary to reimburse you for any damages resulting from my occupancy, my failure to pay rent or for fuel oil, or to reimburse you for the value of the work required in Paragraph 7 hereof that I fail to complete.
10. **Trash and Utilities.** I will pay for the removal of trash from the Property (and I will not allow it to accumulate on the Property). The Landlord shall pay for all utilities utilized in the Property, including fuel oil for heat and electricity.
11. **Terminating the Rental.** You may end this rental if I do not live up to the terms of this Agreement. This includes payment of rent and all other provisions of this Agreement. If you terminate this Agreement, you may then take possession as provided by law. I waive my right to require that you re-enter this Property before taking legal action.
12. **Damages on Default.** Upon default I must pay all of the rent for the rest of the term. I must also pay all other outstanding charges in accordance with this Agreement. I must pay your actual damages, including reasonable legal fees, court costs, the costs of re-entering, re-letting, cleaning and repairing the Property and recovering all money which I owe you.
13. **Maintaining the Property.** I have examined the Property and I am satisfied with its physical condition. I acknowledge that you have made no promises to repair or improve the Property. I agree to keep the Property in as good condition as it was at the beginning of this Agreement, except for wear from reasonable use. I must get your written consent to alter or improve the property in any manner other than as set forth in Paragraph 7 hereof.
14. **Keys.** I will replace any lost keys. At the end of the rental period I will give you all of the keys, including all duplicate keys.
15. **Pets.** I will not allow anyone else to keep any pet on this Property without your written consent. You have consented to my having one pet, which must be approved by the Landlord. I will provide homeowners insurance that will provide coverage for any damages incurred by my pet.
15. **Smoking.** I understand that there is no smoking permitted inside the rental house.
16. **Signs.** I may not put up any sign or projection in or out of the windows or exteriors of the Property without your written consent.
17. **No Assignment or Sublease.** I may not sublease or assign this Property without your written consent.
18. **Entry by Landlords.** You may enter the Property at reasonable times to provide services or to inspect, repair, improve or show it. You will give me reasonable notice of your intent to enter. You may enter the Property without my consent in case of emergency.
19. **Extended Absences.** I must notify you if I will be away from the Property for an extended period of time (no more than two weeks). Unless otherwise agreed, you may enter the Property without my consent during such absence.
20. **Compliance with Law.** I must comply with all laws, orders, rules and requests of all governmental authorities. I will also comply with any insurance companies which have issued or are about to issue insurance policies covering this Property or its contents. I will not keep anything on the Property which is dangerous, flammable, explosive or which might increase the danger of fire or other hazard. I will pay you for any fines or penalties which you are required to pay because of me or others who stay with or visit me.
21. **Holding Over.** This Agreement cannot be renewed without your written consent. If you allow me to remain without signing a new Rental Agreement this will be on a monthly basis. All of the other terms of this Rental Agreement will remain in effect. Either one of us could then terminate the rental at any time by written notice.
22. **No Waiver by Landlords.** You do not waive any rights by accepting rent or by failing to enforce any of the terms of this Agreement.
23. **Fire or Other Casualty.** My duty to pay rent may be reduced by fire or other casualties not caused by my negligence or willful act. I will not be required to pay rent while my enjoyment of the Property is substantially impaired. I may also leave the Property and end this Agreement as of the day I leave. I must notify you of this in writing within fourteen (14) days. You will then return all rent due to me. I may also vacate any unusable part of the Property. My rent would be reduced to the extent that the fair rental value is reduced.
24. **Quiet Enjoyment.** Subject to the terms of this Agreement, as long as I am not in default, I may peaceably and quietly have, hold and enjoy the property.
25. **Subordination.** This Agreement and my rights are subject and subordinate to present and future mortgages on the Property. You may execute any papers on my behalf as my attorney in fact to accomplish this.

26. **Sale of Property.** If you sell the Property, you may assign my security deposit to the new owner. You must notify me of this. You will then be released of all further liability to me under this Agreement.
27. **Injury or Damage.** You are not liable for any injury or damage which is not caused by your negligence or improper conduct. I will pay for any injury or damage which is caused by me or others who stay with or visit me.
27. **Insurance.** I will deliver to you a Certificate of Insurance naming you as loss payee in an amount not less than One Million Dollars (\$1,000,000.00) under a renter's insurance policy covering any liability to person or property arising out of my use of the Property. I shall be responsible for insuring my own personal property stored or used on the Property in accordance with this Agreement and hold you harmless from any claim on account of loss or injury to same.
28. **Validity of Agreement.** If any part of this Agreement is against the law, the rest of this Agreement will remain in full force. You have the right to correct any illegal clause to make it comply with the law.
29. **Parties.** Both you, the Landlords, and I, the Tenant, are bound by this Agreement. All parties who lawfully succeed to our rights and responsibilities are also bound.
30. **Entire Agreement.** All promises you have made are contained in this written agreement. This Agreement can only be changed by an Agreement in writing and signed by both you and me.
31. **Lead Paint Disclosure.** The Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards annexed hereto is made a part of this Agreement. I acknowledge that I have read and received the brochure entitled "Protect Your Family From Lead in Your Home".
32. Tenant agrees as a condition of this Agreement to provide security to Richardson Park during the term hereof.

SIGNED AND AGREED TO BY:

Landlord:
TOWN OF RIDGEFIELD

BY: _____
Rudy Marconi, First Selectman

Tenant:

David Dubord

The Moderator opened the floor for questions and discussion. R. Marconi stated that a public hearing was held October 3 and three changes were made to the lease as a result: 1) the length of the lease was added as item # 6 to indicate 1 year lease and the cost will be increased by the annual CPI; 2) a no smoking clause was added as item #15; 3) insurance was added for any damage sustained by the dog.

Sean Connelly, 22 Barrack Hill Rd, asked how open to the public this lease was? Seems like a good deal; curious about the process and the transparency. R. Marconi replied that it was brought to Parks & Recreation for review and they declined use of the building. The lease was not advertised; Police Department approached us around the same time that a trespassing and the Mamasasco Lake cliff jumping incidents occurred and we felt a lease to a police officer was a good fit. Part of the rental agreement is to provide security of the property.

Ed Tyrrell then called attention to Item #9-fuel oil is mentioned but that contradicts with Item #10; fuel oil is not paid by tenant. Item #26-clarification. B. Manners stated that the tenant goes with the property if it is ever sold.

Mack Reid, Great Hill Road, asked what is the monthly rent? The answer is \$1,300.

Bob Hebert stated he assumed the park was for Parks & Recreation use and we are obligated to keep it for town employees? R. Marconi responded no, the prior use by Paul Roche, former P&R Director, was a special agreement and we hadn't had a restriction on the property. M. Kozlark stated that it is a nice idea that the property be rented to a town employee, but it shouldn't be codified in a document in perpetuity (as it was in the P&R Director's work agreement), but instead decided by the BOS.

The Moderator then asked for a motion to approve. **R. Marconi moved and B. Manners seconded the motion to approve the lease of 729 North Salem Road to Officer David Dubord. The "Aye" votes carried, and the lease was approved.**

B. Manners moved and M. Kozlark seconded the motion to adjourn the meeting. The "Aye" votes were unanimous and the meeting adjourned at 7:41 p.m.

Respectfully submitted,
Wendy Gannon Lionetti, Town Clerk