



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

NOTICE OF PUBLIC MEETING

The Board of Finance will hold its Public Meeting on **Wednesday, October 2, 2019 at 8:00 p.m.** in **Room 201/201A of Town Hall** for the following purposes:

AGENDA

1. To approve the Board of Finance Minutes of the September 4, 2019 Regular Meeting.
2. To review the 2020 Board of Finance Calendar. (Discussion Only)
3. Financial Report from the Finance Director. (Discussion Only)
4. Coleytown Middle School Status Update from Sheri Gordon and Mike Rea. (Discussion Only)
5. Facility Management and Shared Services Update. (Discussion Only)
6. Status Update from the Audit Manager. (Discussion Only)
7. To review a proposed Town policy regarding information to be provided to reviewing bodies in connection with leases and lease renewals for Town property. (Discussion Only)
8. Upon the request of the Town Attorney's office and in accordance with §C6-2 of the Town Charter, to recommend a lease renewal between the Town of Westport and Homes with Hope, Inc. for Town-Owned property known as the Linxweiler House located at 655 Post Road East.
9. Upon the request of the Town Attorney's office and in accordance with §C6-2 of the Town Charter, to recommend a lease renewal between the Town of Westport and Homes with Hope, Inc. for Town-Owned property known as the Gillespie Center located at 45 Jesup Road.

Note: The practice for upcoming BOF regular meetings will be to close the meetings at 10:00 PM. Motions to extend individual meetings can be heard.



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

NOTICE OF EXECUTIVE SESSION - CANCELED

The Board of Finance will hold a Special Meeting on **Wednesday, September 4, 2019 at 7:00 p.m.** in **Room 201/201A of Town Hall** for the following purpose. It is anticipated that the Board of Finance will vote to go into Executive Session for such discussions:

1. To discuss the lease of town property.

DRAFT MINUTES OF PUBLIC MEETING-REVISED

The Board of Finance held its Public Meeting on **Wednesday, September 4, 2019 at 8:00 p.m.** in **Room 201/201A of Town Hall** for the following purposes:

Attendees: B. Stern, M. Rea, S. Gordon, J. Westphal, N. Dupier, L. Caney, A. Moore

AGENDA

1. Approved the Board of Finance Minutes of the June 24, 2019 Special Meeting, July 8, 2019 Special Meeting and the July 10, 2019 Regular Meeting. Motion to approve by L. Caney, second Gordon. Vote 7-0-0
2. Reviewed the 2020 Board of Finance Calendar. (Discussion Only)
3. Liability Review from the Finance Director. (Discussion Only)
4. Heard Financial Report and end of Fiscal Year Update from the Finance Director. (Discussion Only)
5. Coleytown Middle School Status Update from Sheri Gordon and Mike Rea. (Discussion Only)
6. Facility Management and Shared Services Update. (Discussion Only)
7. Status Update from the Audit Manager. (Discussion Only)
8. Upon the request of the Town Attorney's office and in accordance with §C6-2 of the Town Charter, The BOF recommends a lease between the Town of Westport and Officer Jonathan Lauria for the lease of Cabin #1 at Longshore Club Park. Motion to recommend by A. Moore, second by L. Caney. Vote 7-0-0
9. Upon the request of the Town Attorney's office and in accordance with §C6-2 of the Town Charter, the BOF recommend a postponement until the October meeting to consider a lease renewal between the Town of Westport and Homes with Hope, Inc. for Town-Owned property

known as the Linxweiler House located at 655 Post Road East. Motion to postpone by M. Rea, second by N. Dupier. Vote unanimous 7-0-0

10. Upon the request of the Town Attorney's office and in accordance with §C6-2 of the Town Charter, to recommend a lease renewal between the Town of Westport and Homes with Hope, Inc. for Town-Owned property known as the Gillespie Center located at 45 Jessup Road. Motion to postpone until October meeting made by B. Stern, second by L. Caney. Vote unanimous 7-0-0
11. Board of Education 4th quarter Financial Report from the Chief Financial Officer.
(Discussion Only)
12. Upon the request of the Superintendent of Schools, approved a supplemental appropriation in the amount of \$211,789.00 to the FY 2018-2019 budget for the Health Insurance Account. Motion to approve M. Rea, second by S. Gordon. Vote unanimous 7-0-0
13. Upon the request of the Superintendent of Schools, approved a request to waive the August 31st deadline contained within the Memorandum of Agreement, dated August 31, 2015, by and between the Board of Education and Board of Finance establishing the Board of Education Carryover Account. Motion to approve by L. Caney, second by M. Rea. Vote unanimous 7-0-0
14. Upon the request of the Superintendent of Schools, approved a transfer of \$200,000.00 from unaudited unexpended 2018-2019 operating funds of the Board of Education to the BOE Carryover Account. Motion to approve by M. Rea, Second by S. Gordon. Vote unanimous 7-0-0
15. In accordance with C.G.S. Section 10-222a and upon the request of the Superintendent of Schools, approved an appropriation of \$131,502.29 to the 2018-2019 Budget, BOE Rentals & Reimbursements Expenditure Account. Motion to approve by A. Moore, second by M. Rea - Vote unanimous 7-0-0
16. Upon the request of the Finance Director, approved the following requests for carryover amounts:

<u>Department</u>	<u>Account Name</u>	<u>Amount</u>	<u>Purpose/Reason</u>
a. Parks & Rec	Facility Maint & Tree Care	\$15,000.00	Deferred Maintenance
b. Parks & Rec	Tree Replacement & Restore	\$11,000.00	Deferred Maintenance
c. Parks & Rec	P&R Special Maintenance	\$10,000.00	Deferred Projects
d. P&R-Golf	Facility Improvements	\$64,000.00	Deferred Projects
e. Police	Uniform Allowance	\$10,223.01	New Hire Uniforms
f. Railroad	Facility Improvement	\$4,452.90	Curbing and Railing Repairs
g. Town Clerk	MERS-Town Clerk Fee	\$1,456.63	Per State Statue CGS §7-34a(d)
h. WAAC	Arts Advisory Council	\$5,998.33	Arts Programs
i. WTD	Marketing	\$6,473.01	Microtransit & Marketing

Motion to approve by M. Rea, Second by B. Stern. Vote unanimous 7-0-0

At 10:00 P.M. a motion to extend meeting beyond 10:00 p.m. made by N. Dupier, second by L. Caney. Vote unanimous. 7-0-0

17. Upon the request of the Finance Director, to close the Fiscal Year 2018-19 by processing the list of transfers (attached) and incorporating these in the appropriation subsidiary ledger.

Motion to approve made by M. Rea, second by A. Moore. Vote unanimous 7-0-0

18. Upon the request of the Director of Public Works, approved an appropriation of \$550,000.00 along with bond and note authorization to the Municipal Improvement Fund Account 30503310-500177 for the replacement of one 928G Caterpillar Front End Loader, one John Deere 710 Backhoe, and one Ford F550 Aerial Lift Truck. Motion to approve by B. Stern, second by S. Gordon. Vote unanimous 7-0-0
 19. Upon the request of the Director of Public Works, approved an appropriation of \$310,000.00 from the Capital and Non-Recurring Account #31503310-500178 for the replacement of one Bobcat Compact Loader, one Ford F350 Utility Body with Lift Gate and one Elgin Street Sweeper. Motion to approve by B. Stern, second by N. Dupier. Vote unanimous 7-0-0
 20. Upon the request of the Director of Public Works, approved an appropriation of \$120,000.00 to the Sewer Reserve Fund Account #32003330-500179 for the replacement of one F350 Utility Body with Crane. Motion to approve by M. Rea, second N. Dupier. Vote unanimous- 7-0-0
- At 11:45 P.M. Motion to adjourn by S. Gordon, second by L. Caney. Vote unanimous 7-0-0

BOARD OF FINANCE SCHEDULE – 2020 CALENDAR-DRAFT

*(UNLESS OTHERWISE NOTED, ALL MEETINGS BEGIN AT 8:00 PM IN ROOM 201/201A)

MEETING DATE (WED)	MEETING DESCRIPTION	AGENDA DEADLINE
Jan. 6, 2020 (MON)	BOARD OF EDUCATION MEETING (7:30 PM – SHS Cafeteria) <i>Preliminary Budget Discussion with BOF</i>	
Jan. 8, 2020	REGULAR MEETING	Dec. 16, 2019
Jan. 15, 2020	SPECIAL MEETING <i>Including discussion of expectations for the 2020-21 budget, Reserve Fund Review, Capital Plan Review, and Town and BOE Risk Analysis</i>	Dec. 20, 2019
Feb. 5, 2020	REGULAR MEETING (<i>BOE 2nd QTR Financial Report</i>)	Jan. 20, 2020
Feb. 10, 2020 (MON)	BUDGET MEETING (6:30 PM – Town Hall, Room 309) <i>Informal Workshop: Parks & Recreation, Public Works, General Government, Pensions, Insurance, Miscellaneous, Transfers</i>	
Feb. 13, 2020 (THUR)	BUDGET MEETING (1:00 PM - 5:00 PM – Town Hall, Room 201/201A) <i>Informal Workshop: Library, Earthplace, Transportation, Health, Human Services, Police, Fire</i>	
Mar. 4, 2020	REGULAR MEETING <i>Selectman & BOE Budget Presentations/Summary</i>	Feb. 17, 2020
Mar. 10, 2020 (TUE)	BUDGET MEETING (7:30 PM – Town Hall, Room 201/201A) <i>Formal Budget Meeting (Town, Railroad Parking, Sewer, & Wakeman)</i>	
Mar. 11, 2020 (WED)	(If needed Mar. 11, 2020 budget meeting 7:30 PM in the auditorium)	
Mar. 12, 2020 (THUR)	BUDGET MEETING (7:30 PM – Town Hall, Auditorium) <i>Formal Budget Meeting (Board of Education)</i>	
Apr. 1, 2020	REGULAR MEETING <i>Budget Restorations/Final Recommendations</i>	Mar. 16, 2020
May 20, 2020	REGULAR MEETING <i>BOE 3rd QTR Financial Report/Set Tax Rate/Appoint Auditor</i>	May 4, 2020
June 3, 2020	REGULAR MEETING	May 18, 2020
July 8, 2020	REGULAR MEETING	June 22, 2020
Aug. 5, 2020	REGULAR MEETING (<i>BOE 4th QTR Financial Report</i>)	July 20, 2020
Sept. 2, 2020	REGULAR MEETING	Aug. 17, 2020
Oct. 7, 2020	REGULAR MEETING	Sept. 21, 2020
Nov. 4, 2020	REGULAR MEETING (<i>BOE 1st QTR Financial Report</i>)	Oct. 19, 2020
Dec. 2, 2020	REGULAR MEETING (<i>Including Liability Review</i>)	Nov. 16, 2020
Jan. 6, 2021	REGULAR MEETING <i>Including discussion of expectations for the 2021-22 budget</i>	Dec. 14, 2020



WESTPORT, CONNECTICUT

OFFICE OF THE TOWN ATTORNEY

EILEEN LAVIGNE FLUG
ASSISTANT TOWN ATTORNEY

MEMORANDUM

To: Brian Stern, Chair, Board of Finance

CC: Gary Conrad, Finance Director
Jeff Wieser, President and CEO, Homes with Hope, Inc.

From: Eileen Lavigne Flug, Assistant Town Attorney *ELF*

Date: July 16, 2019

Subject: Homes with Hope, Inc. Leases for Gillespie Center and Linxweiler House

Please add to your next available agenda the following lease renewals to Homes with Hope, Inc. for the premises at:

- Linxweiler House, 655 Post Road East, and
- 45 Jesup Road (Gillespie Center)

Both of these leases expire in November 2019, and both require the approval of the Planning and Zoning Commission, Board of Finance, and Board of Selectmen for lease renewal. They have been approved by the Planning and Zoning Commission.

Attached is an authorization from First Selectman Jim Marpe to add these leases to your agenda, term sheets for the leases, and the leases themselves.

Please let me know if you have any questions.

Thank you.

LEASE TERM SHEET
For Lease between the Town of Westport
And
Homes with Hope, Inc.
For Town-Owned Property located at
Linxweiler House, 655 Post Road East, Westport, CT

1. **LANDLORD:** Town of Westport
2. **TENANT:** Homes with Hope, Inc.
3. **PROPERTY LOCATION:** Linxweiler House, 655 Post Road East
4. **RENT:** \$1.00/year
5. **TERM:** 10 Years: November 1, 2019 – October 31, 2029
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** None
8. **TOWN SERVICES REQUIRED:** None
9. **COMMENTS:** This continues a longstanding relationship with Homes with Hope, Inc., formerly known as Interfaith Housing, which began using this location as a shelter and base for the rehabilitation of homeless men in 1985. The 2009 lease renewal permitted the use of the premises for the purposes of providing emergency shelter for a family. A January 2019 lease amendment permits the use of the premises either for the purpose of providing emergency shelter or for supportive housing, for one or two families totaling no more than 5 individuals, and this use is proposed to be continued. Section II of the existing lease provides that a renewal of the lease requires approval of the Planning and Zoning Commission, the Board of Finance, the Board of Selectmen and any other necessary Town board and/or commission.

Prepared By: Eileen Lavigne Flug, Assistant Town Attorney
Date: June 20, 2019

LEASE TERM SHEET
For Lease between the Town of Westport
And
Homes with Hope, Inc.
For Town-Owned Property located at
45 Jesup Road, Westport, CT (Gillespie Center)

1. **LANDLORD:** Town of Westport
2. **TENANT:** Homes with Hope, Inc.
3. **PROPERTY LOCATION:** 45 Jesup Road (Gillespie Center)
4. **RENT:** \$1.00/year
5. **TERM:** 10 Years: November 1, 2019 – October 31, 2029
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** None
8. **TOWN SERVICES REQUIRED:** None
9. **COMMENTS:** This continues a longstanding relationship with Homes with Hope, Inc. (formerly known as Interfaith Housing), which has been using this location as a homeless shelter since 1989. This proposed lease is a renewal of the current ten year lease. As before, the premises will be used solely for the purposes of providing shelter and support services for the homeless. Section II of the existing lease provides that a renewal of the lease requires approval of the Planning and Zoning Commission, the Board of Finance, the Board of Selectmen and any other necessary Town board or commission.

Prepared By: Eileen Lavigne Flug, Assistant Town Attorney
Date: June 20, 2019

DRAFT
Lease Agreement
Between the Town of Westport
and
Homes with Hope, Inc.
for Town-Owned Property known as the Linxweiler House located at
655 Post Road East, Westport, CT

THIS LEASE, dated as of the 1st day of November, 2019, is entered into between the Town of Westport, a Municipal Corporation chartered and existing under the laws of the State of Connecticut, acting herein by James S. Marpe, its First Selectman, hereunto duly authorized (hereinafter call the "LESSOR") and Homes with Hope, Inc., with its principal office at 49 Richmondville Avenue, Suite 212, Westport, CT 06880 (hereinafter called the "LESSEE"), acting herein by Jeffrey Wieser, its President, duly authorized.

I. PREMISES

The LESSOR hereby demises and leases unto the LESSEE and the LESSEE hereby leases from the LESSOR for the term and subject to the LESSEE covenants and upon the rentals hereinafter specified, the premises known as "The Linxweiler House" together with the real property located at 655 Post Road East, Westport, Connecticut, as more particularly described on a map entitled "Map of Property to be conveyed to the Town of Westport by the Estate of Joanna Linxweiler, Westport Conn." on file in the Westport land records as map # 8137 and attached as Exhibit A (hereinafter called the "Premises"). The Premises shall be delivered to LESSEE in "as is" condition with no covenants by LESSOR.

II. TERM

The term of this Lease shall commence on the date first above written (hereinafter the "Commencement Date") and unless earlier terminated pursuant to the provisions of paragraph XII hereof, shall expire on the date which is ten (10) years from the Commencement Date. Any renewal of this Lease is subject to and contingent upon the prior written consent of the LESSOR and upon the approval of the Planning and Zoning Commission, the Board of Finance, and the Board of Selectmen of the Town of Westport and any other necessary Town of Westport board and/or commission.

III. USE OF THE PREMISES

The Premises shall be used by the LESSEE either for the purposes of providing emergency shelter or for supportive housing, for one or two families totaling no more than five individuals.

IV. RENT

During the term of this lease, LESSEE covenants and agrees to pay the LESSOR rent in the amount of One Dollar (\$1.00) per year. The first payment shall be due on the

Commencement Date and subsequent payments shall be due on the same date of each year thereafter during the term of this Lease.

V. LESSEE COVENANTS

The LESSEE covenants:

- A. That it shall pay all costs of maintaining the Premises, which shall include any structural or mechanical repairs as well as all costs of fuel, water, electricity, custodial services, refuse removal, lawn maintenance, and snow removal. The building shall be routinely maintained to ensure that the structure and its mechanical systems are not allowed to deteriorate over the term of the Lease.
- B. That it shall keep the Premises and the fixtures and appurtenances therein in good repair and shall commit no act of waste, nor suffer the same to be committed.
- C. That it shall, at its own expense, promptly observe and comply with all present and future statutes, codes (including fire safety codes), laws, acts, ordinances, requirements, orders, judgments, directives, decrees, rules and regulations of any governmental authority having jurisdiction over the Premises, or any portion thereof, whether the same are in force at the Commencement Date of this Lease or may in the future be passed, enacted or directed, and LESSEE shall pay all costs, claims and demands, including attorney fees, that may in any manner arise out of or be imposed because of the failure of LESSEE to comply with the covenants of this paragraph.
- D. That it shall comply promptly with requirements of the Connecticut Fire Safety Code and shall be responsible for any and all work, major and minor, including but not limited to renovations and structural alterations at any time during the term of this Lease or any renewals hereof in order to bring the Premises into compliance with said Code. All work shall be done by appropriately licensed professionals. If LESSEE fails to comply with the Fire Safety Code, LESSOR may, at its option and subject to an appropriation if necessary, undertake the work to bring the Premises up to code in which case LESSEE agrees to reimburse LESSOR for any expenses incurred within thirty (30) days of the completion of said work.
- E. That it shall observe and comply with such further reasonable requests, rules and regulations as the LESSOR may prescribe on written notice to the LESSEE, for the safety, care and cleanliness of the Premises.
- F. That it shall not suffer anything to be done on the Premises which will increase the risk of fire and/or will increase the cost of fire insurance and maintenance on the Premises.

- G. Subject to the provisions of paragraph D, it shall not make any structural or external alterations, improvements or additions to the Premises without the LESSOR'S prior written permission and, if necessary, the prior written approval of the Westport Planning and Zoning Commission and/or the Public Site and Building Commission, provided however, that such permission may not be unreasonably withheld.
- H. That it shall keep all refuse, rubbish and garbage in a covered container, and shall remove such refuse and garbage via an outside agency at its own expense at regular intervals, and shall permit no incineration of trash in or about the Premises.
- I. That it shall not use electrical equipment which, in the LESSOR'S reasonable opinion, will overload the wiring installation in the Premises.
- J. That the LESSOR, or any agent thereof, shall have reasonable access to the Premises at all times for purposes of inspection or other valid reason.

VI. ASSIGNMENT OR SUBLETTING

LESSEE shall not assign this Lease in whole or in part, but LESSEE may sublet the Premises for the purpose of providing supportive housing in accordance with the provisions of Paragraph III hereof. Notwithstanding any sublease of the Premises, LESSEE shall remain responsible for complying with each and every term of this Lease and shall not permit any subtenant or any family members, guests or invitees of any subtenant to take any action that results in a breach of this Lease. LESSEE shall not permit any subtenant to sublet any portion of the Premises.

VII. QUIET ENJOYMENT

Upon the observance and performance of all the covenants, provisions and conditions on LESSEE'S and any subtenant's part to be observed and performed, LESSEE shall peaceably and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption by LESSOR or any person claiming by or through LESSOR, except as expressly provided in this Lease.

VIII. DAMAGE OR DESTRUCTION

In the event the Premises shall be wholly or partly damaged by fire or other cause (other than through the fault or negligence of the LESSEE or any subtenant), the Premises may, at the LESSOR'S option and subject to an appropriation if necessary, be repaired at the expense of the LESSOR. If the structural repairs needed make the Premises dangerous for habitation, or the Premises are totally destroyed, or so extensively damaged as to render the remaining term of this Lease impracticable, the LESSOR may, at its option, terminate this Lease immediately.

IX. INSURANCE

Beginning not later than the Commencement Date and continuing throughout the term of the Lease, the LESSEE shall purchase from and maintain insurance from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect the LESSOR from claims that may arise out of or result from the LESSEE'S and any subtenant's obligation under this Lease and any sublease, whether such obligations are the LESSEE'S or those of a subcontractor or subtenant or any person or entity directly or indirectly employed by the LESSEE or by anyone for whose acts the LESSEE may be liable.

A. WORKERS COMPENSATION

The LESSEE shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the LESSOR.

B. Commercial General Liability Insurance:

The LESSEE shall provide commercial general liability insurance including products and completed operations. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000; and Fire Damage with an occurrence limit of \$500,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the LESSOR as an additional insured.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the LESSOR.
- The policy shall contain a waiver of subrogation in favor of the LESSOR.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of this Lease and all other agreements between the LESSOR and LESSEE.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the LESSOR.

C. Property Insurance:

The LESSEE shall provide Property Insurance in the amount sufficient to cover all business and personal property located at the Premises.

D. Umbrella Liability Insurance:

The LESSEE shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$3,000,000 each occurrence and \$3,000,000 in the aggregate.

X. INDEMNIFICATION

To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR, its agents, servants, representatives, appointed and elected officials, and employees from any and all losses, claims, actions, costs and expenses (including, but not limited to, attorneys' fees and court costs), judgments, subrogations and other damages (together, "Losses and Damages") arising out of or resulting from (or alleged to arise out of or result from) any injury to any person (including injury resulting in death) or damage (including loss or destruction) to any property of whatsoever nature belonging to any person (including without limitation personal injury or property damage caused to or by any and all subtenants of the Premises and their families, invitees and guests), arising out of (or alleged to arise out of) the use and/or subletting of the Premises, and including without limitation any Losses and Damages arising out of or resulting from any subtenant's failure to leave the Premises at the end of the Term of this Lease set forth in Paragraph II hereof, and/or any subtenant's breach of any provision of any sublease. The indemnification and hold harmless provisions contained herein shall not apply to injury or damage sustained or incurred as the sole result of the negligence of the LESSOR, its agents, servants, representatives and employees.

LESSOR shall provide the LESSEE with prompt notice of any claim.

XI. DEFAULTS

The occurrence of any one or more of the following events which shall not have been remedied as hereinafter provided shall constitute an event of default:

- A. LESSEE'S failure to pay rent after the same shall become due.
- B. LESSEE'S failure to perform or comply with any provision, term, covenant, condition or obligation of this Lease and the continuance of such failure, without cure, for a period of thirty (30) days after receipt by LESSEE of notice in writing from LESSOR specifying in detail the nature of such failure. In the case of an obligation not capable of being cured within said thirty (30) day period, LESSEE will not be in default as long as LESSEE has commenced the cure promptly after the notice and thereafter continues to complete the cure.
- C. LESSEE'S use of the Premises in a manner inconsistent with paragraph III of this Lease.

XII. TERMINATION OF LEASE

LESSOR shall have the option to terminate this Lease:

1. Upon an event of default as described in paragraph XI.
2. Upon three (3) months written notice in the event that, through an act of God or other casualty beyond the control of the parties hereto, it becomes necessary for the LESSOR to utilize the Premises for an alternative purpose. The LESSOR will use its best efforts to utilize other Town of Westport property prior to terminating this Lease.
3. Upon eighteen (18) months written notice to LESSEE for any reason. In the event of such early termination, LESSEE shall be reimbursed by LESSOR for any structural or mechanical work performed by LESSEE costing \$5,000 or more in accordance with the following schedule: LESSOR shall reimburse 80% of the repair cost if the date of termination is within one year of the date of repair, 60% if within two years, 40% if within three years, and 20% if within four years. There will be no reimbursement if termination occurs later than four years after such repair.

In the event of termination LESSOR may recover possession of the Premises and may exercise any other remedy available under the law to LESSOR.

XIII. VACATING PREMISES AT END OF TERM

At the expiration of the Term, whether by lapse of time or for any other reason, LESSEE will surrender the Premises to LESSOR, the condition of which upon the surrender shall be broom clean, free of all personal property and in good repair, reasonable wear and tear, damage caused by conditions or events beyond LESSEE'S or any subtenant's control, and construction performed to implement the use herein excepted.

XIV. HOLDOVER

It is expressly understood that no hold-over shall be permitted without the written consent of LESSOR. In the event LESSEE shall, with the written consent of LESSOR, hold over the Premises beyond the initial term of this Lease, such holding-over shall be construed to be a tenancy from month to month and LESSEE shall hold the Premises upon the same terms and conditions as are stated in this Lease. No holding over by LESSEE shall operate to renew this Lease without the written consent of LESSOR and either party may terminate the month to month tenancy upon thirty (30) days written notice.

XV. NOTICES

All written notices to be given hereunder by either party shall be addressed to:

LESSOR: First Selectman
 Town of Westport
 Town Hall
 110 Myrtle Avenue

LESSEE: Westport, CT 06880
President
Homes with Hope, Inc.
49 Richmondville Ave. #212
Westport, CT 06880

XVI. ENTIRE AGREEMENT

This Lease, including any exhibits attached to it or referenced by it, constitute the entire agreement between the parties as to this leasing, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than those contained in or specifically referenced by this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon either party unless in writing by the party to be charged.

XVII. SEVERABILITY

The provisions of this Lease are severable, and if any provision shall be determined to be invalid or unenforceable, the provision shall be enforced to the extent permitted by law and, to the extent any provision or portion thereof remains unenforceable or invalid, it shall be severed from this Lease and the remainder of the Lease shall be valid and enforced to the fullest extent permitted by the law.

IN WITNESS WHEREOF, the parties have executed this Lease as of date first above written.

WITNESSES:

HOMES WITH HOPE, INC.

BY _____
Jeffrey Wieser
President

WITNESSES:

TOWN OF WESTPORT

BY _____
James S. Marpe
First Selectman

Approved as to Form:

Eileen Lavigne Flug
Assistant Town Attorney

**Approved as to Compliance
With the Town Charter:**

Gary G. Conrad
Finance Director

DRAFT
LEASE AGREEMENT
Between the Town of Westport
and
Homes with Hope, Inc.
For Town-Owned Property located at
45 Jesup Road, Westport, CT

THIS LEASE, dated as of the 1st day of November, 2019, is entered into between the Town of Westport, a Municipal Corporation chartered and existing under the laws of the State of Connecticut, acting herein by James S. Marpe, its First Selectman, hereunto duly authorized (hereinafter call the "LESSOR") and Homes with Hope, Inc., with its principal office at 49 Richmondville Avenue, Suite 212, Westport, CT 06880 (hereinafter called the "LESSEE"), acting herein by Jeffrey Wieser, its President, duly authorized.

I. PREMISES

The LESSOR hereby demises and leases unto the LESSEE and the LESSEE hereby leases from the LESSOR for the term and subject to the LESSEE covenants and upon the rentals hereinafter specified, the building located at 45 Jesup Road, Westport, Connecticut, (hereinafter called the "Premises"). The Premises shall be delivered to LESSEE in "as is" condition with no covenants by LESSOR.

II. TERM

The term of this Lease shall commence on the date first above written (hereinafter the "Commencement Date") and unless earlier terminated pursuant to the provisions of paragraph XII hereof, shall expire on the date which is ten (10) years from the Commencement Date. Any renewal of this Lease is subject to and contingent upon the prior written consent of the LESSOR and upon the approval of the Planning and Zoning Commission, the Board of Finance, and the Board of Selectmen of the Town of Westport and any other necessary Town of Westport board and/or commission.

III. USE OF THE PREMISES

The Premises shall be used by LESSEE solely for the purposes of providing shelter and support services for the homeless, which shall include but is not limited to, operating a community kitchen and appropriate related services.

IV. RENT

During the term of this lease, LESSEE covenants and agrees to pay the LESSOR rent in the amount of One Dollar (\$1.00) per year. The first payment shall be due on the Commencement Date and subsequent payments shall be due on the same date of each year thereafter during the term of this Lease.

V. LESSEE COVENANTS

The LESSEE covenants:

- A. That it shall pay all costs of maintaining the Premises which shall include any structural or mechanical repairs as well as all costs of fuel, water, electricity, custodial services, refuse removal, and lawn maintenance. The building shall be routinely maintained to ensure that the structure and its mechanical systems are not allowed to deteriorate over the term of the Lease.
- B. That it shall keep the Premises and the fixtures and appurtenances therein, in good repair and shall commit no act of waste, nor suffer the same to be committed.
- C. That it shall, at its own expense, promptly observe and comply with all present and future statutes, codes (including fire safety codes), laws, acts, ordinances, requirements, orders, judgments, directives, decrees, rules and regulations of any governmental authority having jurisdiction over the Premises, or any portion thereof, whether the same are in force at the Commencement Date of this Lease or may in the future be passed, enacted or directed, and LESSEE shall pay all costs, claims and demands, including attorney fees, that may in any manner arise out of or be imposed because of the failure of LESSEE to comply with the covenants of this paragraph.
- D. That it shall comply promptly with requirements of the Connecticut Fire Safety Code and shall be responsible for any and all work, major and minor, including but not limited to renovations and structural alterations at any time during the term of this Lease or any renewals hereof in order to bring the Premises into compliance with said Code. All work shall be done by appropriately licensed professionals. If LESSEE fails to comply with the Fire Safety Code, LESSOR may, at its option and subject to an appropriation if necessary, undertake the work to bring the Premises up to code in which case LESSEE agrees to reimburse LESSOR for any expenses incurred within thirty (30) days of the completion of said work.
- E. That it shall observe and comply with such further reasonable requests, rules and regulations as the LESSOR may prescribe on written notice to the LESSEE, for the safety, care and cleanliness of the Premises.
- F. That it shall not suffer anything to be done on the Premises which will increase the risk of fire and/or will increase the cost of fire insurance and maintenance on the Premises.
- G. Subject to the provisions of paragraph D, it shall not make any structural or external alterations, improvements or additions to the Premises without the LESSOR'S prior written permission and, if necessary, the prior written approval of the Westport Planning and Zoning Commission and/or the Public Site and

Building Commission, provided however, that such permission may not be unreasonably withheld.

- H. That it shall keep all refuse, rubbish and garbage in a covered container, and shall remove such refuse and garbage via an outside agency at its own expense at regular intervals, and shall permit no incineration of trash in or about the Premises.
- I. That it shall not use electrical equipment which, in the LESSOR's reasonable opinion, will overload the wiring installation in the Premises.
- J. That the LESSOR, or any agent thereof, shall have reasonable access to the Premises at all times for purposes of inspection or other valid reason.

VI. ASSIGNMENT OR SUBLETTING

LESSEE shall not assign this Lease in whole or in part nor sublet all or any part of the Premises.

VII. QUIET ENJOYMENT

Upon the observance and performance of all the covenants, provisions and conditions on LESSEE'S part to be observed and performed, LESSEE shall peaceably and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption by LESSOR or any person claiming by or through LESSOR, except as expressly provided in this Lease.

VIII. DAMAGE OR DESTRUCTION

In the event the Premises shall be wholly or partly damaged by fire or other cause (other than through the fault or negligence of the LESSEE), the Premises may, at the LESSOR'S option and subject to an appropriation if necessary, be repaired at the expense of the LESSOR. If the structural repairs needed make the Premises dangerous for habitation, or the Premises are totally destroyed, or so extensively damaged as to render the remaining term of this Lease impracticable, the LESSOR may, at its option, terminate this Lease immediately.

IX. INSURANCE

Beginning not later than the Commencement Date and continuing throughout the term of the Lease, the LESSEE shall purchase from and maintain insurance from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect the LESSOR from claims that may arise out of or result from the LESSEE'S obligations under this Lease, whether such obligations are the LESSEE'S or those of a subcontractor or any person or entity directly or indirectly employed by the LESSEE or by anyone for whose acts the LESSEE may be liable.

A. WORKERS COMPENSATION

The LESSEE shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the LESSOR.

B. Commercial General Liability Insurance:

The LESSEE shall provide commercial general liability insurance including products and completed operations. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000; and Fire Damage with an occurrence limit of \$500,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the LESSOR as an additional insured.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the LESSOR.
- The policy shall contain a waiver of subrogation in favor of the LESSOR.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of this Lease and all other agreements between the LESSOR and LESSEE.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the LESSOR.

C. Property Insurance:

The LESSEE shall provide Property Insurance in the amount sufficient to cover all business and personal property located at the Premises.

D. Umbrella Liability Insurance:

The LESSEE shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$3,000,000 each occurrence and \$3,000,000 in the aggregate.

X. **INDEMNIFICATION**

To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR, its agents, servants, representatives, appointed and elected officials, and employees from any and all losses, claims, actions, costs and expenses (including, but not

limited to, attorneys' fees and court costs), judgments, subrogations and other damages (together, "Losses and Damages") arising out of or resulting from (or alleged to arise out of or result from) any injury to any person (including injury resulting in death) or damage (including loss or destruction) to any property of whatsoever nature belonging to any person (including without limitation personal injury or property damage caused to or by any and all residents, invitees, volunteers and guests at the Premises), arising out of (or alleged to arise out of) the use of the Premises, and including without limitation any Losses and Damages arising out of or resulting from any resident's failure to leave the Premises at the end of the Term of this Lease set forth in Paragraph II hereof. The indemnification and hold harmless provisions contained herein shall not apply to injury or damage sustained or incurred as the sole result of the negligence of the LESSOR, its agents, servants, representatives and employees.

LESSOR shall provide the LESSEE with prompt notice of any claim.

XI. DEFAULTS

The occurrence of any one or more of the following events which shall not have been remedied as hereinafter provided shall constitute an event of default:

- A. LESSEE'S failure to pay rent after the same shall become due.
- B. LESSEE'S failure to perform or comply with any provision, term, covenant, condition or obligation of this Lease, and the continuance of such failure, without cure, for a period of thirty (30) days after receipt by LESSEE of notice in writing from LESSOR specifying in detail the nature of such failure. In the case of an obligation not capable of being cured within said thirty (30) day period, LESSEE will not be in default as long as LESSEE has commenced the cure promptly after the notice and thereafter continues to complete the cure.
- C. LESSEE'S use of the Premises in a manner inconsistent with paragraph III of this Lease.

XII. TERMINATION OF LEASE

LESSOR shall have the option to terminate this Lease:

1. Upon an event of default as described in paragraph XI.
2. Upon three (3) months written notice in the event that, through an act of God or other casualty beyond the control of the parties hereto, it becomes necessary for the LESSOR to utilize the Premises for an alternative purpose. The LESSOR will use its best efforts to utilize other Town of Westport property prior to terminating this Lease.

3. Upon eighteen (18) months written notice to LESSEE for any reason. In the event of such early termination, LESSEE shall be reimbursed by LESSOR for any structural or mechanical work performed by LESSEE costing \$5,000 or more in accordance with the following schedule: LESSOR shall reimburse 80% of the repair cost if the date of termination is within one year of the date of repair, 60% if within two years, 40% if within three years, and 20% if within four years. There will be no reimbursement if termination occurs later than four years after such repair.

In the event of termination LESSOR may recover possession of the Premises and may exercise any other remedy available under the law to LESSOR.

XIII. VACATING PREMISES AT END OF TERM

At the expiration of the Term, whether by lapse of time or for any other reason, LESSEE will surrender the Premises to LESSOR, the condition of which upon the surrender shall be broom clean, free of all personal property and in good repair, reasonable wear and tear, damage caused by conditions or events beyond LESSEE'S control, and construction performed to implement the use herein excepted.

XIV. HOLDOVER

It is expressly understood that no hold-over shall be permitted without the written consent of LESSOR. In the event LESSEE shall, with the written consent of LESSOR, hold over the Premises beyond the initial term of this Lease, such holding-over shall be construed to be a tenancy from month to month and LESSEE shall hold the Premises upon the same terms and conditions as are stated in this Lease. No holding over by LESSEE shall operate to renew this Lease without the written consent of LESSOR and either party may terminate the month to month tenancy upon thirty (30) days written notice.

XV. NOTICES

All written notices to be given hereunder by either party shall be addressed to:

LESSOR: First Selectman
Town of Westport
Town Hall
110 Myrtle Avenue
Westport, CT 06880

LESSEE: President
Homes with Hope, Inc.
49 Richmondville Ave. #212
Westport, CT 06880

XVI. ENTIRE AGREEMENT

This Lease, including any exhibits attached to it or referenced by it, constitute the entire agreement between the parties as to this leasing, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than those contained in or specifically referenced by this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon either party unless in writing by the party to be charged.

XVII. SEVERABILITY

The provisions of this Lease are severable, and if any provision shall be determined to be invalid or unenforceable, the provision shall be enforced to the extent permitted by law and, to the extent any provision or portion thereof remains unenforceable or invalid, it shall be severed from this Lease and the remainder of the Lease shall be valid and enforced to the fullest extent permitted by the law.

IN WITNESS WHEREOF, the parties have executed this Lease as of date first above written.

WITNESSES:

TOWN OF WESTPORT

By: _____
James S. Marpe
First Selectman

WITNESSES:

HOMES WITH HOPE, INC.

By: _____
Jeffrey Wieser
President

Approved as to form:

**Approved as to compliance with the
Charter of the Town of Westport:**

Eileen Lavigne Flug
Assistant Town Attorney

Gary Conrad
Finance Director



Westport Fire Dept (CT)
515 Post Rd E
Westport, CT 06880

Department Violation Notice

September 12, 2019

LINXWEILER HOUSE
655 POST RD E
WESTPORT, CT 06880

An inspection of your facility was performed on Sep 12, 2019.

ORDER TO COMPLY: During the inspection violations of the Connecticut Fire Code were observed and are listed below. Connecticut State Law 29-292 requires that you correct these violations within 30 days of this inspection date or be subject to fines of between \$200 and \$1000 and jail time of up to six months or both for EACH violation noted.

Reinspection Date: A Reinspection will be performed to ensure these violations have been corrected on Sep 27, 2019.

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

Violations

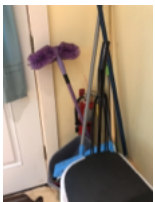
NFPA 1 - 11.1.5.2 Multi-Plug Adaptors Prohibited

Note REPLACE SPLITTER WITH PROTECTED PLUG STRIP



NFPA 1 - 13.6.8.1.3.3.1 Extinguishers Unobstructed/Unobscured

Note CLEAR ITEMS BLOCKING FIRE EXTINGUISHER



NFPA 101 - 7.1.10.1 Exits Blocked or Impeded

Note PATCH HOLE IN SNOW SHED OVER EXTERIOR FIRE ESCAPE



NFPA 101 - 16.6.3.4.5 Daycare Requires CO Detection

Note INSTALL CO DETECTOR ON FIRST FLOOR BY BEDROOM

REPLACE MISSING. CO DETECTOR AT TOP OF STAIRS



Inspection Note SINGLE FAMILY HOME INSPECTION REQUESTED BY TOWN OF WESTPORT
INSTALL GFCI OUTLETS IN KITCHEN
CHANGE DRYER DUCT TO SMOOTH WALL PIPE
FIRE EXT 8/19 SCFE
BOILER BY GAULT 2/29/19

CONTACTS: If you have any questions, wish to review the code requirements, or require more time, contact the Inspector named on this form at 203-341-5020. Our fax number is 203-341-5009.

ON FILE

1580 NATHANIEL GIBBONS
Inspector

ON FILE



BUILDING INSPECTION

Detail Sheet

Facility: Linxweiler House

Maintenance Inspector's Name: Michael Frawley

Date of Inspection: September 12, 2019

COMPONENT: Roof

APPRAISAL OF: Roofing Membrane, Flashings, Parapets, Drains, Gutters

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: Roof and leaders in good shape but there is a possible leak over the 2nd floor bedroom that requires checking.

COMPONENT: Building Exterior

APPRAISAL OF: Walls, Windows, Doors, Trim, Decks, Signs

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: Exterior siding is in good shape although it will need painting in a few years. The fire escape requires rot repair and painting. Mulch should be pulled away from the siding next to the kitchen entrance to protect the siding.

COMPONENT: Parking Lots and Drives

APPRAISAL OF: Asphalt, Concrete, Curbs, Striping, Sidewalks

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: The driveway needs to be replaced.

COMPONENT: Landscaping

APPRAISAL OF: Lawn, Trees, Shrubs, Retaining Walls, Fences

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: Trees require trimming and pruning away from the garage and house.

COMPONENT: Office Interiors

APPRAISAL OF: Walls, Ceilings, Floor Covering, Doors, Windows, Decor, Furniture

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: NA

COMPONENT: Interiors

APPRAISAL OF: Walls, Ceilings, Floors, Doors, Windows

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: Walls and ceiling are in good shape and will require routine painting over time.

COMPONENT: Heating-Ventilating-Air Conditioning

APPRAISAL OF: Units, Controls, Grilles, Diffusers, Boilers, Piping, Ducts, Conditions

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: The oil-fired boiler is in good shape and is serviced every year. The building has a 275-gallon oil tank (located in the basement) that is showing signs of surface rust.

COMPONENT: Plumbing

APPRAISAL OF: Piping, Fixtures, Water Heaters, Water Conditioning, Water Coolers

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: Plumbing is in good shape with no signs of leaks. The water heater is in good shape and shows no signs of leaking.

COMPONENT: Out Buildings

APPRAISAL OF: Garages and Sheds

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: The garage is showing signs of rot and will need some major rot repair and painting; the slab in the garage is failing.

COMPONENT: Electrical Systems

APPRAISAL OF: Transformers, Switchgear, Panels, Bus-Ducts, Wiring

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: The house is served by a 100 amp service, the kitchen outlets need to be replaced by GFCI outlets.

COMPONENT: Lighting

APPRAISAL OF: Fixtures, Lamps, Lenses, Light Level, Alignment, Cleanliness

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: All interior and exterior lighting seems to be working and in good shape.

COMPONENT: Fire Protection

APPRAISAL OF: Automatic Sprinkler System, Water Pressure, Extinguishers and Inspections

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: There are smoke detectors on all floors and all are in working order.

COMPONENT: General Housekeeping

APPRAISAL OF: Conditions, Standards, Methods, Program

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: The house is clean and well maintained



WESTPORT FIRE DEPARTMENT
515 POST RD E
WESTPORT, CT 06880



FIRE CODE INSPECTION REPORT

Thursday September 5, 2019

GILLESPIE CENTER
45 JESUP RD
WESTPORT, CT 06880

An inspection of your premises was performed on: **Wednesday August 21, 2019**

ORDER TO COMPLY: During the inspection violations of the Connecticut Fire Code were observed and are listed on this report below. Connecticut State Law 29-292 requires that you correct these violations within **30 DAYS** of this inspection date or be subject to fines of between \$200 and \$1000 and jail time of up to six months or both for EACH violation noted.

RE-INSPECTION DATE: A re-inspection will be performed to ensure these violations have been corrected on:

Friday September 20, 2019

- During regular business hours (9am - 5pm).
or
 At ____:____ o'clock am pm

CONTACTS: If you have any questions, wish to review the code requirements, or require more time contact the Inspector named on this form at 203-341-5020. Our FAX number is 203-341-5009.

GIBBONS, NATHANIEL
Inspector

x _____
HOUSING INTERFAITH
Occupant/Owner

Violation Code	Violation #
11.1.2 ELECTRICAL - NFPA 70 Standard Applies All electrical appliances, fixtures, equipment, or wiring shall be installed and maintained in accordance with NFPA 70, National Electrical Code. All electrical appliances, fixtures, equipment, or wiring shall be installed and maintained in accordance with NFPA 70, National Electrical Code. MENS DORM- CORRECT PLUG GLUED INTO OUTLET WOMENS DORM- REPLACE BROKEN GFCI AT SINK	1
14.14.6 EXIT SIGNS- Illumination Required Level of Illumination. Externally illuminated signs shall be illuminated by not less than 5 ft-candles (54 lux) at the illuminated surface and shall have a contrast ratio of not less than 0.5. [101:7.10.6.3] Level of Illumination. Externally illuminated signs shall be illuminated by not less than 5 ft-candles (54 lux) at the illuminated surface and shall have a contrast ratio of not less than 0.5.	2



WESTPORT FIRE DEPARTMENT
515 POST RD E
WESTPORT, CT 06880



FIRE CODE INSPECTION REPORT

Thursday September 5, 2019

GILLESPIE CENTER
45 JESUP RD
WESTPORT, CT 06880

[101:7.10.6.3]OFFICE COMBO EXIT/LIGHT NEEDS SERVICE: NO ILLUMINATION ON TEST

13.7.4.4.1 FIRE ALARMS - Inspection & Testing 3

The inspection, testing, and maintenance for fire alarm and fire detection systems shall be in accordance with Chapter 10 of NFPA 72.

The inspection, testing, and maintenance for fire alarm and fire detection systems shall be in accordance with Chapter 10 of NFPA 72. ALARM FROM GORDON SECURITY COMING

12.4.6.18.3 FIRE DOORS- Blocked, Chocked Open 4

Blocking or wedging of doors in the open position shall be prohibited. [80:5.2.13.3]

Blocking or wedging of doors in the open position shall be prohibited. [80:5.2.13.3] DO NOT CHOCK OPEN FIRE DOOR TO ATTIC

OTHER Violation & Code Citation Listed Below 5

LINT TRAP REQUIRES CLEANING AND SERVICE

10.4.4 Required Systems Shall Be Maintained 6

Any device, equipment, system, condition, arrangement, level of protection, fire-resistive construction, or any other feature requiring periodic testing, inspection, or operation to ensure its maintenance shall be tested, inspected, or operated as specified elsewhere in this Code or as directed by the AHJ. [101:4.6.12.4]

Any device, equipment, system, condition, arrangement, level of protection, fire-resistive construction, or any other feature requiring periodic testing, inspection, or operation to ensure its maintenance shall be tested, inspected, or operated as specified elsewhere in this Code or as directed by the AHJ. [101:4.6.12.4] BOILER REQUIRES UPDATED STATE BLUE CARD EXP 2017



BUILDING INSPECTION

Detail Sheet

Facility: Gillespi Center

Maintenance: Inspector's Name: Michael Frawley

Date of Inspection: September 12, 2019

COMPONENT: Roof

APPRAISAL OF: Roofing Membrane, Flashings, Parapets, Drains, Gutters

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: Roof and leaders are in good shape but a possible leak in the women's bunkroom area should be checked.

COMPONENT: Building Exterior

APPRAISAL OF: Walls, Windows, Doors, Trim, Decks, Signs

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: Exterior brick siding is in good shape although there are a few door saddles and windowsills that will need to be repaired and painted. The fascia on the Jesup Rd. side of the building, over the oil tank, should be repaired and painted.

COMPONENT: Parking Lots and Drives

APPRAISAL OF: Asphalt, Concrete, Curbs, Striping, Sidewalks

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: The sidewalk was previously replaced and is in excellent shape.

COMPONENT: Landscaping

APPRAISAL OF: Lawn, Trees, Shrubs, Retaining Walls, Fences

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: For better access, the trees near the oil tank should be trimmed off the roof and away from the oil tank.

COMPONENT: Office Interiors

APPRAISAL OF: Walls, Ceilings, Floor Covering, Doors, Windows, Decor, Furniture

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: The offices are in good shape.

COMPONENT: Interiors

APPRAISAL OF: Walls, Ceilings, Floors, Doors, Windows

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: There are a few wet ceiling tiles in the women's bunkroom that should be checked and replaced. There are missing VCT tiles in the women's bunkroom that need to be replaced. The metal frame window in the shower area is rusted and should be prepped and painted. The tile around the window should be checked to confirm water is not going behind the tiles.

COMPONENT: Heating-Ventilating-Air Conditioning

APPRAISAL OF: Units, Controls, Grilles, Diffusers, Boilers, Piping, Ducts, Conditions

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: The oil-fired boiler is in good shape and is serviced every year. The building has an exterior 330-gallon oil tank located at the rear of the building.

COMPONENT: Plumbing

APPRAISAL OF: Piping, Fixtures, Water Heaters, Water Conditioning, Water Coolers

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: Plumbing is in good shape. There is a leaking faucet in the shower area.

COMPONENT: Out Buildings

APPRAISAL OF: Garages and Sheds

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: NA

COMPONENT: Electrical Systems

APPRAISAL OF: Transformers, Switchgear, Panels, Bus-Ducts, Wiring

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: The building is served by a 200 amp service. It is in good shape. There is some Romex wire in the upper pantry area which should be re-scored. In the same area, there is a nicked wire that requires repairing.

COMPONENT: Lighting

APPRAISAL OF: Fixtures, Lamps, Lenses, Light Level, Alignment, Cleanliness

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: All interior and exterior lighting appears to be working and in good shape.

COMPONENT: Fire Protection

APPRAISAL OF: Automatic Sprinkler System, Water Pressure, Extinguishers and Inspections

CONDITION: Excellent - Good - Average - Fair - Poor

OBSERVATION: An inspection by the Fire Marshal was recently completed and is attached.

COMPONENT: General Housekeeping

APPRAISAL OF: Conditions, Standards, Methods, Program

CONDITION: Excellent - Good - Average - Fair - Poor (Circle

OBSERVATION: The facility is clean and well maintained.
