



**WESTPORT CONNECTICUT  
BOARD OF FINANCE**

**ADDENDUM**

**NOTICE OF PUBLIC HEARING**

The Board of Finance will hold a Public Hearing on **Wednesday, March 7, 2012 at 8:00 P.M.** in the Auditorium of Town Hall for the following purpose:

**DISCUSSION/REVIEW**

- 1a. Financial Report from the Finance Director.
- 1b. Status Update from the Internal Auditor.
- 2a. The Board will review a lease renewal of Town-owned property (Baron's Property) at 52 Compo Road South.
- 2b. The Board will review a proposed new lease of Town-owned property (Baron's Property) at 52B Compo Road South (garage apartment).

ITEM  
# 2a

**BOARD OF FINANCE  
LEASE TERM SHEET  
2012**

1. **LANDLORD:** Town of Westport
2. **TENANT:** Mary Frey
3. **PROPERTY LOCATION:** 52 Compo Road South
4. **RENT:** \$1,068.00/month
5. **TERM:** One Year
6. **OPTION TO RENEW:** None.
7. **SECURITY DEPOSIT:** \$1,005.00
8. **TOWN SERVICES REQUIRED:** Lessee is responsible for all utilities and ordinary maintenance. Town is responsible for major maintenance and repair involving actual costs in excess of \$250.00 that are not due to Lessee's misuse or neglect.
9. **COMMENTS:** Attached is the Assessor's card. Please note the appraised value of the building is \$310,200. The assessed value is \$217,140.

**DATE SCHEDULED FOR  
BOARD OF SELECTMEN:**

March 14, 2012

Prepared By: Gail Kelly, Assistant Town Attorney  
Date: March 5, 2012

**UTILITIES** STREEL ROAD LOCATION

**TOPO** WESTPORT TOWN OF

**EXEMPTIONS**

**RECORD OF OWNERSHIP**  
 WESTPORT TOWN OF  
 60 COMPO RD S  
 WESTPORT, CT 06880  
 Additional Owners:

Other ID: 53181100  
 Historic ID  
 Census  
 Westport Code  
 Survey Map  
 Survey Map  
 GIS ID: D09046000

**ASSOCIATION**  
 BK-VOL/PAGE 1666/344  
 SALE DATE 01/28/1999 U 1  
 SALES PRICE V.C. 0

**EXEMPTIONS**

**ASSESSING NEIGHBORHOOD**  
 STREET INDEX NAME TRACING BATCH

**NOTES**

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2010	13	1,668,100	2009	11	1,181,700
2010	14	14,700	2009	13	1,009,100
2010	21	13,387,500	2009	14	13,700
2010	22	1,279,300	2009	21	2,337,000
<b>Total:</b>		<b>16,349,600</b>	<b>Total:</b>		<b>9,553,300</b>

**OTHER ASSESSMENTS**

Year	Type	Description	Amount	Number	Date Comp.	% Comp.	Comments

**PREVIOUS ASSESSMENTS (HISTORY)**

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2010	13	1,668,100	2009	11	1,181,700
2010	14	14,700	2009	13	1,009,100
2010	21	13,387,500	2009	14	13,700
2010	22	1,279,300	2009	21	2,337,000
<b>Total:</b>		<b>20,812,100</b>	<b>Total:</b>		<b>13,155,300</b>

**APPRaised VALUE SUMMARY**

Appraised Bldg. Value (Card) 310,200  
 Appraised XF (B) Value (Bldg) 0  
 Appraised OB (L) Value (Bldg) 0  
 Appraised Land Value (Bldg) 0  
 Special Land Value 0  
 Total Appraised Parcel Value 310,200  
 Valuation Method: C  
 Adjustment: 0

**BUILDING PERMIT RECORD**

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

**LAND LINE VALUATION SECTION**

Zone	D	Frontage	Depth	Units	Unit Price	Factor SA	Factor C	Factor Adj.	ST. Idx	Notes-Adj	Special Pricing	Adj. Unit Price	Land Value
3	GBD			0	0.00	1.00	1.00	0.00					0

**NET TOTAL APPRAISED PARCEL VALUE** 23,356,500

**VISIT/CHANGE HISTORY**

Date	Type	IS	ID	CD	Purpose/Result
5/17/2010		J		11	QC - Check/Field Review

**Total Card Land Units:** 0.00 AC  
**Parcel Total Land Area:** 21.25 AC  
**Total Land Value:** 0

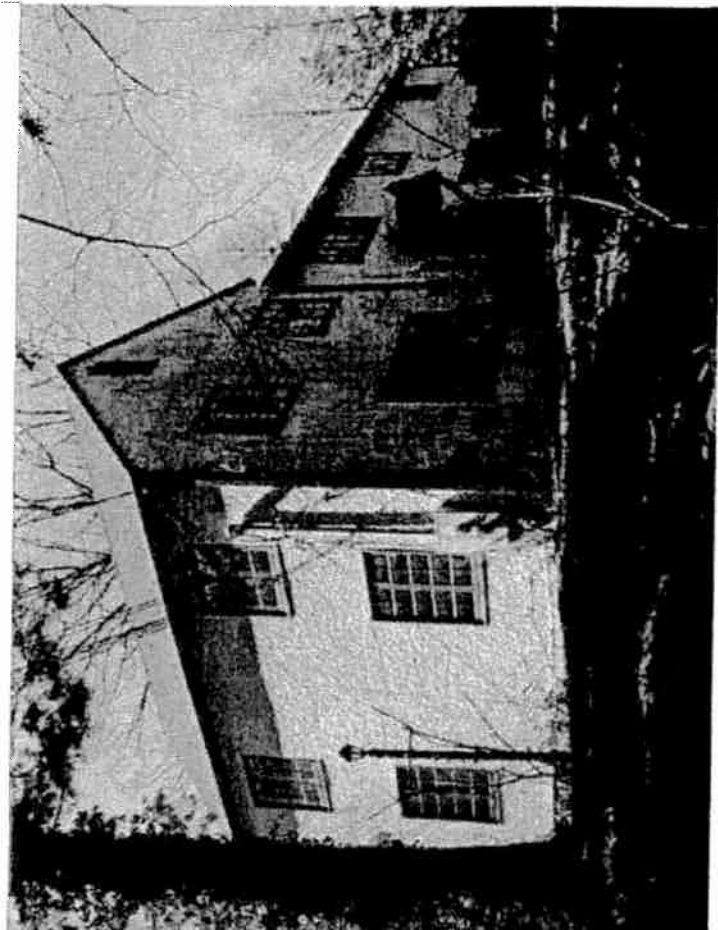
**VISION**

6158  
 WESTPORT, CT

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)									
Element	Ch. Description	Element	Ch. Description								
03	Colonial		Ceiling Height								
01	Residential		Elevator								
11	B		Sprinklers								
2	2 Stories		Acc Apts								
Occupancy											
1	16										
Exterior Wall 1											
16	Stucco										
Exterior Wall 2											
03	Gable										
Roof Structure											
03	Asphalt Shingl										
Roof Cover											
05	Drywall										
Interior Wall 1											
05	Hardwood										
Interior Wall 2											
12	Hardwood										
Interior Flr 1											
02	Oil										
Interior Flr 2											
02	Oil										
Heat Fuel											
05	None										
Heat Type											
01	None										
AC Type											
04	4 Bedrooms										
Total Bedrooms											
3	3 Full Baths										
Total Baths											
1	1 Half Bath										
Total Half Baths											
1	8 Rooms										
Total Xtra FINIS											
1	Average										
Total Rooms											
02	Average										
Bath Style											
02	Average										
Kitchen Style											
1	Whirlpool Tubs										
Kitchens											
1	Hot Tubs										
Hot Tubs											
1	Sauna										
Sauna											
1	Fin Basement										
Fin Basement											
1	Bsmnt. Garages										
Bsmnt. Garages											
1	Interior Cond										
Interior Cond											
A	Fireplaces										
1											
1											
<b>OB-OUTBUILDING &amp; YARD ITEMS(I) / XF-BUILDING EXTRA FEATURES(B)</b>											
Code	Description	Sub	Sub Description	Unit Price	Yr	Code	Dp	Rt	Yr	%Cnd	Apr Value
<b>BUILDING SUB-AREA SUMMARY SECTION</b>											
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprcc	Value				
BAS	First Floor	1,278	1,278	1,278	148.45	189,725					
BSM	Basement Area	0	0	0	29.74	38,004					
FEP	Porch, Enclosed	0	0	0	96.65	18,557					
FOP	Porch, Open	15	15	15	29.69	445					
FUS	Upper Story, Finished	1,406	1,406	1,406	148.45	208,728					
							<b>Ttl. Gross Liv/Lease Area:</b>	<b>2,684</b>	<b>4,169</b>		<b>492,365</b>

FUS	18	FEP	16	4
BAS		FUS	16	
BSM		FEP	9	8

27	44	62	3	5	18
		FOP			



**TOWN OF WESTPORT  
LEASE AGREEMENT**

**PARTIES**

This Lease is made this \_\_\_ day of \_\_\_\_\_, 2012 between the Town of Westport, (hereinafter referred to as "Town"), and Mary Frey, (hereinafter referred to as "You").

**PREMISES**

The Town of Westport has rented to You and You have rented from the Town the premises at 52 Compo Road South, Westport, Connecticut, together with any fixtures and appliances contained therein and otherwise listed on Exhibit A (hereinafter the "Premises").

You have examined the Premises as of the date of this Lease and they are in good order and repair.

**TERM**

This Lease begins April 1, 2012 and, unless earlier terminated, ends on April 1, 2013.

**RENT; SCHEDULE OF PAYMENTS**

You agree to pay a monthly rent of One Thousand Sixty Eight Dollars (\$1068.00) on the first day of every month during the term of the Lease. Such rent shall be payable at the Department of Parks and Recreation, 260 Compo Road South, Longshore Club Park, Westport, CT 06880.

Rent will be subject to adjustment by the Town to reflect household income changes, if any, which are disclosed on any interim recertification of income submitted by You as required. The Town agrees to give 30 days written notice of any such adjustment. An addendum stating the amount of the adjusted monthly rental which you will be required to pay shall be attached and made a part of this Lease.

**SECURITY DEPOSIT**

You have deposited with the Town the sum of One Thousand Five Dollars (\$1,005.00) as a security for the full performance by You of all of Your covenants and agreements in this Lease. The security will be returned to You, together with the interest thereon as required by law, after the termination of the Lease upon Your full compliance with its terms.

**INTERIM RECERTIFICATIONS**

You agree to advise the Town immediately if any of the following changes occur:

1. Any household member moves in or out of the Premises.
2. Any adult member of the household who was reported as unemployed obtains employment.

You will then submit a recertification of family income and such other information as may be necessary to determine Your rent. Such recertification shall be in the form of Exhibit B hereto and sent to the Director of Parks and Recreation, 260 South Compo Road, Longshore Club Park, Westport, CT 06880

### **YOUR PROMISES AND OBLIGATIONS**

1. You shall pay the rent punctually without demand.
2. You will submit all interim recertifications of family income, if necessary.
3. You shall pay all charges for all operating expenses and all utilities on the Premises, including, but not limited to fuel, telephone, gas, electric service, and garbage removal.
4. You shall remove all garbage, dirt, ashes, refuse and waste from the Premises.
5. You will be responsible for snow removal from the driveway and walkways of the Premises.
6. You shall make no alterations in the Premises, including painting and wallpapering, without the Town's prior written consent. Any alterations and improvements built or placed on the Premises, except moveable personal property, shall be the property of the Town and, unless otherwise agreed to, shall remain on the Premises.
7. You shall not cause or permit any waste or injury to the Premises, nor to the fixtures, trees, shrubs or appurtenances on the Premises.
8. You shall, at Your own expense, make all repairs resulting from misuse or neglect. You shall also make all minor repairs to the Premises. A "minor repair" shall be defined as any single item of repair costing \$250.00 or less.
9. You shall comply with all laws of the State of Connecticut and any and all rules, ordinances, and regulations of the Town, as may relate to the Premises. You shall be responsible for all fines, penalties and costs for any actual or threatened violation of any such laws, rules, regulations and ordinances.
10. You shall not assign this Lease nor sublet all or any part of the Premises, or transfer the use or possession of any fixture or appliance, without the Town's prior written consent. You shall use the premises as a private residence only. The Premises shall not be used for any hazardous activity or for the purpose of carrying on any business, profession or trade of any kind.
11. You may not permit other persons to join the household without notifying the Town and obtaining the Town's prior written consent.
12. You shall not permit the Premises to remain unoccupied for more than 10 days at one time without the Town's prior written consent.
13. You shall permit the Town or its agents, to show the Premises to persons wishing to rent or purchase same during the last 30 days of the term of this Lease.

14. You shall permit the Town or its agents to enter the Premises at reasonable times upon reasonable notice to inspect or make necessary repairs. You will not unreasonably deny the Town the right to enter the Premises. The Town or its agents may enter the Premises at any time in case of emergency.
15. Upon the termination of this Lease or Your occupancy of the Premises, You shall surrender the Premises and any fixtures, furnishings and appliances to the Town in as good condition as they were at the beginning of this Lease, reasonable use and wear thereof and damage by the elements excepted. The Premises shall be left clean and in good order at the termination of this Lease.
16. You shall keep all furniture, fixtures and appliances that are included in the Lease in good order and repair, at your own expense. You shall pay for or replace any damage, breakage or loss of any leased furniture, fixtures or appliances.
17. You agree to use the same oil company for oil delivery and care and maintenance of the heating system as the Town presently uses.
18. You agree to leave the oil tank full at the end of the Lease.
19. You agree to maintain, throughout the term of this Lease, personal liability insurance for the benefit of both You and the Town in the amount of \$300,000.00. Said policy shall name the Town of Westport as an additional insured. Said policy is also subject to prior approval of the Town.
20. You shall deliver to the Town a certificate of insurance prior to execution of this Lease and a new certificate upon the renewal of any insurance policy.
21. If the Premises are damaged by fire or other casualty You shall notify the Town immediately.

#### **TOWN'S PROMISES AND OBLIGATIONS**

The Town represents that it has good right to Lease the Premises to You.

The Town shall deliver the Premises to You in good condition, with all appliances and systems in working order.

The Town shall provide snow removal services on the access road to the Premises for emergency purposes only.

The Town shall permit You to use and occupy the Premises for the term of this Lease upon Your paying the rent and performing Your covenants and agreements.

#### **ANIMALS**

No pets or animals of any kind shall be permitted on the Premises.

## **TERMINATION**

The Town shall have the right to terminate this Lease, if:

- (a) Any payment of rent shall remain due and unpaid for 15 days after it shall have become due and payable.
- (b) You fail to provide recertifications of income or any other information when required.
- (c) You fail to comply with any other covenant or agreement set forth herein within fifteen (15) days of receiving notice of Your failure to comply with such covenant or agreement.
- (d) No adult member of the household is an employee or retiree of the Town of Westport.
- (e) If the Premises are damaged or destroyed by fire or other casualty.

If this Lease is terminated, the Town shall give You notice to quit possession or occupancy of the Premises. The Town may then recover possession of the Premises in accordance with the laws of the State of Connecticut.

If the Town waives any default by You, that will not affect the Town's rights upon a subsequent default.

If You are in default under this Lease and if the Town refers the matter to an attorney, You will pay the Town's reasonable attorney fees. You will also pay the Town all of its other collection costs and expenses.

If the Town has the right to terminate this Lease, it may recover possession of the Premises in accordance with the laws of the State of Connecticut.

## **ABANDONMENT**

If at any time during the term of this Lease You abandon the Premises, the Town may, at its option, enter the leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to You for damages or for any payment of any kind whatsoever and may, at its discretion, as agent for You relet the leased Premises, or any part of the leased Premises, for the whole or any part of the then-unexpired term, and may receive and collect all rent payable by virtue of such reletting. The Town may hold You liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term if this Lease had continued in force, and the net rent for such period realized by the Town by means of such reletting.

If the Town's right of re-entry is exercised following abandonment of the Premises by You, then the Town may consider any personal property belonging to You and left on the Premises to also have been abandoned, in which case the Town may dispose of all such personal property in any manner deemed proper and the Town is hereby relieved of all liability for doing so.



### **HOLDOVER BY YOU**

If You remain in possession of the Premises with the consent of the Town after the expiration of this Lease, a new tenancy from month-to-month shall be created between You and the Town which shall be subject to all the terms and conditions of this Lease Agreement, but which shall be terminated by 30 days written notice served by either You or the Town on the other party.

### **GENERAL**

This Lease may be enforced against both of Us, Our heirs, administrators, executors, successors and assigns.

You understand that the Town has prepared and presented to You this Lease in a good faith attempt to comply with Connecticut General Statutes Section 42-151, et seq., the so-called Plain Language Bill.

Notices may be sent to You at the address of the Premises. Notices may be sent to the Town at 110 Myrtle Avenue, Westport, CT 06880.

### **INDEMNIFICATION**

You shall indemnify and save harmless the Town from any and all claims against the Town arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person and occurring during the term of this Lease where such accident, injury or damage results, or is claimed to have resulted from any of Your acts, omissions or negligence or your agents, employees, invitees or visitors.

### **FAIR HOUSING POLICY**

The Town of Westport does not discriminate against any person in the leasing of any Town-owned premises because of race, creed, color, sex, national origin, ancestry, sexual orientation, marital status, age, lawful source of income, familial status, learning disability or physical or mental disability.



## Exhibit A

- Refrigerator
- Stove
- Hot Water Heater

**Exhibit B**  
**RECERTIFICATION OF INCOME BY TENANT FAMILY**

Household Information

Household name: \_\_\_\_\_

Household size (total number in household): \_\_\_\_\_

Household members (list): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address

52 Compo Road South  
Westport, CT 06880

Required Income Information

Annual (gross) income (total of all household members): \$ \_\_\_\_\_

Internal Revenue Service Form 1040 for each household member.

Pay Stubs

Income information shall be sent to the Director of Parks and Recreation, 260 Compo Road South, Longshore Club Park, Westport, CT 06880.

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the Town.

Signature of

or

Authorized Representative

Date:

Telephone:

**BOARD OF FINANCE  
LEASE TERM SHEET  
2012**

ITEM  
# 2 B

1. **LANDLORD:** Town of Westport
2. **TENANT:** Susan Voris
3. **PROPERTY LOCATION:** 52 Compo Road South, Unit # B
4. **RENT:** \$1,177.00/month
5. **TERM:** One Year
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** \$1,177.00
8. **TOWN SERVICES REQUIRED:** Lessee is responsible for all utilities and ordinary maintenance. Town is responsible for major maintenance and repair involving costs in excess of \$250.00 that are not due to Lessee's misuse or neglect.
9. **COMMENTS:** Attached is the Assessor's card. Please note the appraised value of the building is \$110,100. The assessed value is \$70,070.

**DATE SCHEDULED FOR  
BOARD OF SELECTMEN:**

March 14, 2012

Prepared By: Gail Kelly, Assistant Town Attorney  
Date: March 5, 2012

Code	Description	Appraised Value	Assessed Value
13	EX RS DWL	2,383,000	1,668,100
14	EX RS OTB	21,000	14,700
21	EX COM LN	19,125,000	13,387,500
22	EX COM BL	1,827,500	1,279,300
<b>Total</b>		<b>23,356,500</b>	<b>16,349,600</b>

60 COMPO RD S  
 WESTPORT, CT 06880  
 Additional Owners:  
 Other ID: 53181100  
 Historic ID  
 Census  
 Westport Code  
 Survey Map  
 Survey Map  
 GIS ID: D09046000  
 ASSOC PID#  
 NOTICE Section CB Letter  
 not used

**RECORD OF OWNERSHIP**  
 WESTPORT TOWN OF  
 BK VOL/PAGE SALE DATE 01/28/1999 U I 0  
 1666/344

**EXEMPTIONS**  
 Year Type Description Amount Code Description Number Amount Comm. Int

**OTHER ASSESSMENTS**  
 NBHD/SUB NBHD NAME STREET INDEX NAME TRACING BATCH  
 000VA

**ASSESSING NEIGHBORHOOD**  
 Total

**PREVIOUS ASSESSMENTS (HISTORY)**

Yr	Code	Assessed Value	Yr	Code	Assessed Value
2010	13	1,668,100	2010	13	1,668,100
2010	14	14,700	2010	14	14,700
2010	21	13,387,500	2010	21	17,850,000
2010	22	1,279,300	2010	22	1,279,300
<b>Total</b>		<b>16,349,600</b>	<b>Total</b>		<b>20,812,100</b>

This signature acknowledges a visit by a Data Collector or Assessor

**APPRAISED VALUE SUMMARY**

Appraised Bldg. Value (Card)	110,100
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	0
Special Land Value	0
<b>Total Appraised Parcel Value</b>	<b>23,356,500</b>

**BUILDING PERMIT RECORD**

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments
					5/17/2010			J 11 QC - Check Field Review

**LAND LINE VALUATION SECTION**

Bldg Use Code	Zone D	Frontage	Depth	Unis	Unit Price	Factor S/A	Factor C	ST Idx	Adj.	Special Pricing	Notes-Adj	Unit Price	Land Value	
4	Mun Bldg Res	GBD		0	0.00	1.00	1.00		0.00				0	
<b>Total Card Land Units:</b>												<b>0.00 AC</b>	<b>Parcel Total Land Area: 21.25 AC</b>	<b>Total Land Value: 0</b>

**VISION**



**TOWN OF WESTPORT  
LEASE AGREEMENT**

**PARTIES**

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2012 between the Town of Westport, (hereinafter referred to as "Town"), and Susan Voris, (hereinafter referred to as "You").

**PREMISES**

The Town of Westport has rented to You and You have rented from the Town the premises at 52 Compo Road South, Unit # B , Westport, Connecticut, together with any fixtures and appliances contained therein and otherwise listed on Exhibit A (hereinafter the "Premises").

You have examined the Premises as of the date of this Lease and they are in good order and repair.

**TERM**

This Lease begins April 1, 2012 and, unless earlier terminated, ends on April 1, 2013.

**RENT; SCHEDULE OF PAYMENTS**

You agree to pay a monthly rent of One Thousand One Hundred Seventy Seven Dollars (\$1177.00) on the first day of every month during the term of the Lease. Such rent shall be payable at the Department of Parks and Recreation, 260 Compo Road South, Longshore Club Park, Westport, CT 06880.

Rent will be subject to adjustment by the Town to reflect household income changes, if any, which are disclosed on any interim recertification of income submitted by You as required. The Town agrees to give 30 days written notice of any such adjustment. An addendum stating the amount of the adjusted monthly rental which you will be required to pay shall be attached and made a part of this Lease.

**SECURITY DEPOSIT**

You have deposited with the Town the sum of One Thousand One Hundred Seventy Seven Dollars (\$1177.00) as a security for the full performance by You of all of Your covenants and agreements in this Lease. The security will be returned to You, together with the interest thereon as required by law, after the termination of the Lease upon Your full compliance with its terms.

**INTERIM RECERTIFICATIONS**

You agree to advise the Town immediately if any of the following changes occur:

1. Any household members moves in or out of the Premises.
2. Any adult member of the household who was reported as unemployed obtains employment.



You will then submit a recertification of family income and such other information as may be necessary to determine Your rent. Such recertification shall be in the form of Exhibit B hereto and sent to the Director of Parks and Recreation, 260 South Compo Road, Longshore Club Park, Westport, CT 06880

### **YOUR PROMISES AND OBLIGATIONS**

1. You shall pay the rent punctually without demand.
2. You will submit all interim recertifications of family income, if necessary.
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4. You shall remove all garbage, dirt, ashes, refuse and waste from the Premises.
5. You will be responsible for snow removal from the driveway and walkways of the Premises.
6. You shall make no alterations in the Premises, including painting and wallpapering, without the Town's prior written consent. Any alterations and improvements built or placed on the Premises, except moveable personal property, shall be the property of the Town and, unless otherwise agreed to, shall remain on the Premises.
7. You shall not cause or permit any waste or injury to the Premises, nor to the fixtures, trees, shrubs or appurtenances on the Premises.
8. You shall, at Your own expense, make all repairs resulting from misuse or neglect. You shall also make all minor repairs to the Premises. A "minor repair" shall be defined as any single item of repair costing \$250.00 or less.
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12. You shall not permit the Premises to remain unoccupied for more than 10 days at one time without the Town's prior written consent.
13. You shall permit the Town or its agents, to show the Premises to persons wishing to rent or purchase same during the last 30 days of the term of this Lease.

14. You shall permit the Town or its agents to enter the Premises at reasonable times upon reasonable notice to inspect or make necessary repairs. You will not unreasonably deny the Town the right to enter the Premises. The Town or its agents may enter the Premises at any time in case of emergency.
15. Upon the termination of this Lease or Your occupancy of the Premises, You shall surrender the Premises and any fixtures, furnishings and appliances to the Town in as good condition as they were at the beginning of this Lease, reasonable use and wear thereof and damage by the elements excepted. The Premises shall be left clean and in good order at the termination of this Lease.
16. You shall keep all furniture, fixtures and appliances that are included in the Lease in good order and repair, at your own expense. You shall pay for or replace any damage, breakage or loss of any leased furniture, fixtures or appliances.
17. You agree to use the same oil company for oil delivery and care and maintenance of the heating system as the Town presently uses.
18. You agree to leave the oil tank full at the end of the Lease.
19. You agree to maintain, throughout the term of this Lease, personal liability insurance for the benefit of both You and the Town in the amount of \$300,000.00. Said policy shall name the Town of Westport as an additional insured. Said policy is also subject to prior approval of the Town.
20. You shall deliver to the Town a certificate of insurance prior to execution of this Lease and a new certificate upon the renewal of any insurance policy.
21. If the Premises are damaged by fire or other casualty You shall notify the Town immediately.

#### **TOWN'S PROMISES AND OBLIGATIONS**

The Town represents that it has good right to Lease the Premises to You.

The Town shall deliver the Premises to You in good condition, with all appliances and systems in working order.

The Town shall provide snow removal services on the access road to the Premises for emergency purposes only.

The Town shall permit You to use and occupy the Premises for the term of this Lease upon Your paying the rent and performing Your covenants and agreements.

#### **ANIMALS**

No pets or animals of any kind shall be permitted on the Premises.

## **TERMINATION**

The Town shall have the right to terminate this Lease, if:

- (a) Any payment of rent shall remain due and unpaid for 15 days after it shall have become due and payable.
- (b) You fail to provide recertifications of income or any other information when required.
- (c) You fail to comply with any other covenant or agreement set forth herein within fifteen (15) days of receiving notice of Your failure to comply with such covenant or agreement.
- (d) No adult member of the household is an employee or retiree of the Town of Westport.
- (e) If the Premises are damaged or destroyed by fire or other casualty.

If this Lease is terminated, the Town shall give You notice to quit possession or occupancy of the Premises. The Town may then recover possession of the Premises in accordance with the laws of the State of Connecticut.

If the Town waives any default by You, that will not affect the Town's rights upon a subsequent default.

If You are in default under this Lease and if the Town refers the matter to an attorney, You will pay the Town's reasonable attorney fees. You will also pay the Town all of its other collection costs and expenses.

If the Town has the right to terminate this Lease, it may recover possession of the Premises in accordance with the laws of the State of Connecticut.

## **ABANDONMENT**

If at any time during the term of this Lease You abandon the Premises, the Town may, at its option, enter the leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to You for damages or for any payment of any kind whatsoever and may, at its discretion, as agent for You relet the leased Premises, or any part of the leased Premises, for the whole or any part of the then-unexpired term, and may receive and collect all rent payable by virtue of such reletting. The Town may hold You liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term if this Lease had continued in force, and the net rent for such period realized by the Town by means of such reletting.

If the Town's right of re-entry is exercised following abandonment of the Premises by You, then the Town may consider any personal property belonging to You and left on the Premises to also have been abandoned, in which case the Town may dispose of all such personal property in any manner deemed proper and the Town is hereby relieved of all liability for doing so.

### **HOLDOVER BY YOU**

If You remain in possession of the Premises with the consent of the Town after the expiration of this Lease, a new tenancy from month-to-month shall be created between You and the Town which shall be subject to all the terms and conditions of this Lease Agreement, but which shall be terminated by 30 days written notice served by either You or the Town on the other party.

### **GENERAL**

This Lease may be enforced against both of Us, Our heirs, administrators, executors, successors and assigns.

You understand that the Town has prepared and presented to You this Lease in a good faith attempt to comply with Connecticut General Statutes Section 42-151, et seq., the so-called Plain Language Bill.

Notices may be sent to You at the address of the Premises. Notices may be sent to the Town at 110 Myrtle Avenue, Westport, CT 06880.

### **INDEMNIFICATION**

You shall indemnify and save harmless the Town from any and all claims against the Town arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person and occurring during the term of this Lease where such accident, injury or damage results, or is claimed to have resulted from any of Your acts, omissions or negligence or your agents, employees, invitees or visitors.

### **FAIR HOUSING POLICY**

The Town of Westport does not discriminate against any person in the leasing of any Town-owned premises because of race, creed, color, sex, national origin, ancestry, sexual orientation, marital status, age, lawful source of income, familial status, learning disability or physical or mental disability.

IN WITNESS WHEREOF, the undersigned duly authorized representatives have set their hands and seals as of the day and year first written above.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: Gordon F. Joseloff  
First Selectman

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: Susan Voris  
Lessee

Approved as to form:

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

\_\_\_\_\_  
Gail Kelly  
Assistant Town Attorney

\_\_\_\_\_  
Gary G. Conrad  
Finance Director

STATE OF CONNECTICUT)

ss. TOWN OF WESTPORT Date: \_\_\_\_\_

COUNTY OF FAIRFIELD )

Personally appeared Gordon F. Joseloff as First Selectman of the Town of Westport, a Municipal Corporation, Signer and Sealer of the foregoing instrument, being duly authorized, he acknowledged the same to be his free act and deed and the free act and deed of the Corporation, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF CONNECTICUT)

ss. TOWN OF WESTPORT Date: \_\_\_\_\_

COUNTY OF FAIRFIELD )

Personally appeared Susan Voris, Signer and Sealer of the foregoing instrument, being duly authorized, she acknowledged the same to be her free act and deed, before me.

\_\_\_\_\_  
Commissioner of the Superior Court

## Exhibit A

- Refrigerator
- Stove
- Hot Water Heater

**Exhibit B**  
**RECERTIFICATION OF INCOME BY TENANT FAMILY**

Household Information

Household name: \_\_\_\_\_

Household size (total number in household): \_\_\_\_\_

Household members (list): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address

52 Compo Road South, Unit B  
Westport, CT 06880

Required Income Information

Annual (gross) income (total of all household members): \$ \_\_\_\_\_

Internal Revenue Service Form 1040 for each household member.

Pay Stubs

Income information shall be sent to the Director of Parks and Recreation, 260 Compo Road South, Longshore Club Park, Westport, CT 06880.

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the Town.

Signature of

or

Authorized Representative

Date:

Telephone: