

Via Email

Rudy Marconi
First Selectperson
Ridgefield, CT 06877

Decision of the Board in the Matter of the Related Complaints
Dated May 29, 2024 and May 30, 2024

This constitutes the decision of the Town of Ridgefield Board of Ethics (the Board) on the related complaints submitted by Maurice Kirk Carr (Complainant) on May 29, 2024 and May 30, 2024 (together, the Complaints). After reviewing the Complaints and meeting in special sessions on June 12, 2024 and June 27, 2024, the Board (Carroll, McLaughlin, Pallai, Tzamouranis, Zembron and Harrington (alternate)) confirmed the Complaints meet the Charter's jurisdictional requirements and voted unanimously to issue this decision, as set forth below.

Facts & Background

Rudy Marconi (Marconi) was first elected Ridgefield's First Selectperson in 1999. He has been since been reelected for seven terms. Marconi's wife, Peggy, also actively contributes to the Town and its welfare. Relevant for these Complaints, Peggy is one of eighteen individuals who serve on the Board of Directors of A Contemporary Theater of Connecticut (ACT).¹

ACT is a registered 501(c)(3) non-profit located in Town whose "mission is to elevate the level of entertainment in Fairfield County and to foster a sense of community through the arts by producing exceptional theater and encouraging an environment of inclusivity and artistic excellence." Beginning in or around 2017, ACT leased certain property owned by the Town at 36 Quarry Ridge Road (the Building).

In or around April, 2024, ACT petitioned the Town to renegotiate their lease. As an initial matter, ACT sought to extend their lease. Additionally, ACT sought relief from a provision in the original lease that read, in relevant part: "Tenant . . . shall make all . . . , roof repair, . . . , at its expense." Specifically, ACT appeared before the Board of Selectpersons at a meeting on April 10, 2024 and, in addition to seeking a lease extension, explained that the Building had an active roof leak which was threatening to interrupt operations. ACT further stated that they were not in a position financially to afford the repairs, either in the short term or the long term. ACT asked that the renewed lease remove language making ACT responsible for the roof repair, which, by default, would make the Town, as building owner, responsible for the repair. According to the minutes from the April 10, 2024 meeting, Marconi introduced the issue and actively participated in the dialogue ("Rudy Marconi . . . confirmed the roofs for other Town 501c3 [sic] organizations are the responsibility of the Town. . . [and] confirmed the funds [for the repair] would come from LoCIP and wouldn't require additional appropriations.").

Having concluded that the Board of Selectpersons alone lacked the authority to modify ACT's lease, the issue was sent first to a Public Meeting on April 24, 2024 and then to a Town Meeting on May 8, 2024 (together with the April 10, 2024 Board of Selectpersons meeting, the Meetings). Marconi was present for and actively participated in all Meetings. Indeed, minutes for the May 8, 2024 Town Meeting indicate, in relevant part, that Marconi: "clarified that . . . [t]his clause is not in any other lease . . . " and said "I urge approval." (Emphasis added).

¹ At the outset of the Board's June 12, 2024 meeting to consider the Complaints, Chair McLaughlin disclosed that he serves as Board Vice President of the Ridgefield Workshop for the Performing Arts (d/b/a the Ridgefield Theater Barn), a separate but arguably competing theater arts non-profit in Town. The remaining disinterested members of the Board voted unanimously to affirm that Chair McLaughlin should continue to participate in deliberations.

None of the relevant Meetings' minutes indicate that Marconi made any disclosure with respect to Peggy's position on the ACT board, and, during an interview of Marconi conducted by the Board during its June 12, 2024 special meeting, Marconi confirmed that he did not do so.²

Discussion

Complainant asserts that Marconi violated Charter Section 11-9, Conflicts of Interest. Specifically, Complainant asserts that Peggy's position on the ACT board constitutes a disqualifying "material financial interest or material personal interest," and that Marconi failed to follow Charter Section 11-9's remediation procedure. As set forth below, we find there is probable cause to believe that Marconi, inadvertently or otherwise, violated Charter Section 11-9.

Charter Section 11-9 reads, in relevant part:

"Officials and employees shall not use their office . . . or position in Town, to procure contracts with the Town or other financial benefit for . . . any private organization in which they have a material financial interest or material personal interest. . . .

No officials or employee shall attempt to influence anyone concerning the awarding of Town contracts on the basis of their business, family or political relationship with any of the parties involved.

. . . .

An official or employee who has material financial interest or material personal interest in any official action under consideration in conjunction with the official's or employee's official duties or role shall disclose on the record the nature and extent of such interest, and either:

- (1) Disqualify themselves from participating in the deliberation and decision-making thereupon; or
- (2) Request an advisory opinion from the Board of Ethics on whether the official's or employee's circumstances constitute a conflict of interest; or
- (3) Seek a ruling or vote from the governing board or Town agency involved on the official's or employee's right to participate in discussion of the matter and right to vote or otherwise decide on the matter."

Charter Section 11-2 defines "Official" as "[t]he elected or appointed officials of the Town, and of its boards, either paid or unpaid," and "Employee" as "Persons . . . elected to a Town office and paid, by the Town or by any Town agency" Marconi meets either or both of these definitions, and is therefore subject to Charter Section 11-9. Similarly, while the Charter does not define the terms "contracts" or "other financial benefits," there can be no genuine debate that a new, extended lease is a contract, and relieving ACT of the obligation to repair the Building's roof is a "financial benefit."

We are conscious that, by virtue of the Town Meeting, Marconi himself did not individually "procure" anything for ACT – a contract, financial benefits or anything else. Rather, the entire Town and its electorate did. We harbor serious doubts whether such a narrow reading of Charter Section 11-9 would be consistent with the spirit in which it was written. But we need not address that thorny question: Section 11-9 also forbids Officials from "attempt[ing] to *influence anyone* concerning the awarding of Town contracts" (emphasis added) on the basis of business or family interests. The Town electorate is, by any definition, "anyone." And in the Town Meeting, Marconi expressly "urge[d] approval." Again, by any definition, "urg[ing] approval" is an attempt to influence.

All that remains, therefore, is determining whether Peggy's position on the ACT board constitutes a "Material Financial Interest" or a "Material Personal Interest" to Marconi. Charter Section 11-2 provides a single definition for both terms:

² Marconi stated that his failure to disclose his wife's position on the ACT board was unintentional, and added that, had he realized it was relevant, he would have disclosed it. Marconi denied any intention to conceal Peggy's involvement with ACT, or otherwise mislead anyone.

"An interest with the potential to influence impartial consideration or decision-making on a matter under consideration by an official or employee. The terms shall not include an interest that is common to the general public or to a large segment thereof, unless the official's or employee's particular interest is the matter under consideration for action or decision. The terms shall not mean any duly authorized compensation from the Town for services rendered as an official or employee."

Taking each purported "Material Interest" in turn, we find that Peggy's role on the ACT board does not constitute a Material Financial Interest for Marconi. It has not been alleged, nor is there any evidence to suggest, that individual ACT board members are any more responsible than the general public for financing ACT. While it is true that Peggy, like any member of a non-profit board, may have to fundraise for ACT, it does not follow that Peggy is *personally* financially responsible for ACT. It is axiomatic that Marconi cannot have any greater Material Financial Interest than Peggy has. And because Peggy herself does not have a direct, material financial interest in ACT, it follows that Marconi does not either.

By contrast, however, we find that Peggy's role on the ACT board does constitute a Material Personal Interest for Marconi. Peggy, like all members of boards, owes ACT a fiduciary duty. She is obligated by law to place ACT's best interests above her own. And, as her husband, there is every reason to expect that, at a minimum, Marconi's impartiality could, at least potentially be, influenced by Peggy's legal obligation to act in ACT's best interest. At none of the Meetings did Marconi disclose this Material Personal Interest, nor did he follow any of the steps laid out in Charter Section 11-9 for mitigating his disqualifying interest.

In sum: Marconi, as a Town Official and while subject to an undisclosed Material Personal Interest, attempted to influence the Town electorate to grant a contract and bestow a financial benefit on ACT.

Conclusion & Recommendation

For the reasons set forth above, the Board finds that there is probable cause to believe Marconi violated Charter Section 11-9 at one or more of the Meetings.

Because we issue a finding of probable cause, we are obligated under Charter Section 11-10 to "state . . . what action it deems appropriate if a violation has occurred," and to "refer [the matter] to the proper authority." We see no "authority" more proper for dealing with the actions of the First Selectperson than the Board of Selectpersons itself. As such, we refer this matter to that board, with Marconi himself expressly precluded from participating. As to remedy, Section 11-9 itself provides guidance:

"Violation of these provisions with the knowledge, express or implied, of any person or corporation contracting with or making a sale to the Town shall render such contract or sale voidable by the board or Town agency having jurisdiction." (Emphasis added)

Section 11-9's use of the permissive – void~~able~~ – is highly noteworthy. In our opinion, it falls to the Board of Selectpersons – again, exclusive of Marconi himself – to decide whether, in its discretion, it wishes to void the novated ACT lease.

Greg McLaughlin, Chair,
For the Town of Ridgefield Board of Ethics

MEMORANDUM

HAND DELIVERED

To: Gregory M. McLaughlin, Ridgefield Board of Ethics Chairman

From: Kirk Carr, 62 Prospect Ridge, Ridgefield CT
(203) 505-5818

Date: May 29, 2024

Subject: Ethics Violation Report Attached

Enclosed please find six copies of a confidential and notarized ethics violation allegation, for each member of Ridgefield's Board of Ethics, including an alternate.

Also enclosed are six packets of the minutes of the April 10, 2024 Board of Selectpersons' meeting and six copies each of the minutes of the April 24, 2024 Public Hearing and the May 8, 2024 Town Meeting, both referenced as evidence.

Please let me know if there is anything in the form or substance of this allegation that requires clarification or revision.

Thank you for your attention to this matter and for your service to Ridgefield.

Regards,



cc: J. Carroll
G. Harrington
M. Pallai
Y. Tzamouranis
J. Zembron

Ethics Violation Allegation

Respondent: Rudolph (Rudy) P. Marconi, First Selectman, Town of Ridgefield

Plaintiff: Maurice Kirk Carr, Jr. – 62 Prospect Ridge, Ridgefield, CT 06877

Date: May 29, 2024

Violation alleged: Conflict of interest in Board of Selectpersons actions regarding renegotiation of a lease favoring ACT of Connecticut, on which Mr. Marconi's wife Peggy serves as a member of the board.

Charter provisions:

Section 11-9 Conflict of Interest.

Officials and employees shall not use their office or Town employment, or knowledge about Town affairs obtained in connection with their office or position in Town, to procure contracts with the Town or other financial benefit for themselves, for any family member, for any business associate, or for any private organization in which they have a material financial interest or material personal interest.

No officials or employee shall attempt to influence anyone concerning the awarding of Town contracts on the basis of their business, family or political relationship with any of the parties involved.

An official or employee who has material financial interest or material personal interest in any official action under consideration in conjunction with the official's or employee's official duties or role shall disclose on the record the nature and extent of such interest, and either:

- (1) Disqualify themselves from participating in the deliberation and decision-making thereupon; or
- (2) Request an advisory opinion from the Board of Ethics on whether the official's or employee's circumstances constitute a conflict of interest; or
- (3) Seek a ruling or vote from the governing board or Town agency involved on the official's or employee's right to participate in discussion of the matter and right to vote or otherwise decide on the matter.

Section 11-2 Definitions.

As used in this article:

FAMILY MEMBER

Spouse or domestic partner, parent or stepparent, sibling or step-sibling, child or step-child, and any other relative or individual residing in the same household as the official or employee.

Facts:

On April 10, 2024 the following is reflected in the minutes of the Ridgefield Board of Select persons:

"3. ACT Theater Lease Renewal

Daniel Levine, Artistic Director, and Erin Craig, Producing Director, were in attendance. Topics discussed included:

- Rudy Marconi shared ACT is looking to begin a capital campaign. Ms. Craig confirmed they're also exploring government grant programs, and most require a longer (25-year) lease agreement. Mr. Levine shared that their current lease agreement indicates the roof is the responsibility of ACT, and Mr. Marconi confirmed the roofs for other Town 501c3 organizations are the responsibility of the Town. Mr. Levine confirmed the ACT roof is currently leaking and paying for a new roof presents significant hardship.
- Maureen Kozlark asked about the original lease agreement and the work ACT has put into the facility. Mr. Levine shared they renovated the entire interior, front office, some exterior work, new HVAC and ductwork, electrical, and bathrooms, but nothing on the roof, which is still the original roof.
- Sean Connelly asked about the origin of the clause indicating the roof is the responsibility of ACT and not the Town. Mr. Marconi shared that the members of ACT who negotiated the lease are no longer involved. Ms. Kozlark shared it was a large undertaking for the Town to originally purchase the property and the BoS has been mindful of large expenditures. Mr. Marconi confirmed the Town had taken care of roofs, fire suppression, paving, groundskeeping, etc. for other 501c3 properties in Town.
- Mr. Connelly asked about the current lease term. Mr. Marconi confirmed ACT is currently in the first of its three 5-year lease renewal periods.
- Mr. Marconi confirmed these substantive changes to the lease would require a Public Hearing and Town Meeting, and confirmed Jacob Muller, Superintendent, is currently getting a quote for the ACT roof. Mr. Marconi confirmed the funds would come from LoCIP and wouldn't require additional appropriations.

Mr. Marconi failed to disclose that his wife, Peggy (aka Margaret) Marconi, serves on the ACT of Connecticut's Board. That fact is documented on the ACT's website:

BOARD OF DIRECTORS

Katie Diamond, President
Daniel C. Levine, Vice-President
Tizzie Mantione, Treasurer
Heather Hillman, Secretary

Rebecca Baglio
Kristin Bevilacqua
Betsy Brand
R. Erin Craig
Randy Donaldson
Mary Joyce
Caroline Kelley
Peggy Marconi
Jack Mehler
Larry Morley
Bryan Perri
Michael Seelbach
Rajal Young

Mr. Marconi did not disclose this fact at the Board of Selectpersons' meeting on April 10, 2024, nor at the Public Hearing on April, 24, 2024 nor at the Town Meeting on May 8, 2024

Mr. Marconi failed to disclose this conflict of interest which under Charter provision Section 10-9 requires him to:

- (1) Disqualify himself from participating in the deliberation and decision-making thereupon; or
- (2) Request an advisory opinion from the Board of Ethics on whether his circumstances constitute a conflict of interest; or
- (3) Seek a ruling or vote from the governing board or Town agency involved on the official's or right to participate in discussion of the matter and right to vote or otherwise decide on the matter.

Video of this portion of the April 10, meeting is available on YouTube here.

<https://youtu.be/HyRG02INcW8>

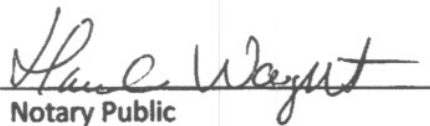
Section 11-10 Complaint procedures

The Board shall make public a finding of probable cause and disclose the record of its investigation as authorized by Section 1-82a of the General Statutes.

Respectfully submitted,


Maurice Kirk Carr, Plaintiff

5/29/2024
Date


Notary Public

5/29/2024
Date



ARTISTIC & PRODUCTION TEAM

Daniel C. Levine, *Artistic Director*
R. Erin Craig, *Producing Director*
Bryan Perri, *Resident Music Supervisor*
Connor Imhoff, *Stage Supervisor*
Becky Flaherty, *Costume & Hair Supervisor*
Dennis Arcano, *Music Coordinator*

EDUCATION & OUTREACH TEAM

Heather Hillman, *Director of Education & Outreach*
Carolyn Clinton, *Education Coordinator*

FOR NEW WORKS:

newworks@actofct.org

Box Office: boxoffice@actofct.org

For General Inquiries: hello@actofct.org

For Marketing Inquiries: marketing@actofct.org

For Billing Inquiries: billing@actofct.org

MANAGEMENT & DEVELOPMENT TEAM

Tracey Bryggman, *General Manager*
Shelley Terry, *Director of Development*
Patrick Goss, *Company Manager*
Kristen Runk, *Grants Manager*
Julie Cohen Sloma, *House Manager*

ADMINISTRATION & BOX OFFICE TEAM

Allis Tyra, *Office & Transportation Coordinator*
Cara Gileau, *Marketing Coordinator*
Ryan Cyr, *Executive Assistant*
Catherine Saraceno, *Office Assistant*
Daisy Stott, *Office Assistant*
Emma Giorgio, *Patron Services Representative*

FOR VOLUNTEER OPPORTUNITIES:

volunteer@actofct.org

BOARD OF DIRECTORS

Katie Diamond, *President*
Daniel C. Levine, *Vice-President*
Tizzie Mantione, *Treasurer*
Heather Hillman, *Secretary*

Rebecca Baglio
Kristin Beylouni
Betsy Brand
R. Erin Craig
Randy Donaldson
Mary Joyce
Caroline Kellen
Peggy Marconi
Jack Mehler
Larry Morley
Bryan Perri
Marisa Schafer
Michael Seelbach
Rajal Young

ARTISTIC ADVISORY BOARD

Susan Batten
Al Blackstone
Beowulf Boritt
Christian Borle
Trish Breede
R. Erin Craig
Mike Evariste
Caitie Hevner
Peter Hylenski
Tom Kilt
Simon Matthews
Lindsay Mendez
Alan Merken
Christina Millar
Stephen Schwartz
Frank Selvaggi

EDUCATION ADVISORY COMMITTEE

Dennis Arcano
Selina Bell
Nancy Caron
Randy Donaldson
Carina Drake
Mike Evariste
Cory Gillette
Mary Joyce
Deborah Penn
Angela Rice
Rachel Ruggeri
Claire Simard
Jennifer Sproule

Connecticut

Department of Economic and
Community Development

Office Of The Arts

ACT OF CONNECTICUT

hello@actofct.org | 36 Old Quarry Road, Ridgefield, CT 06877 | 475.215.5433 | Box Office: 475.215.5497
ACT (A Contemporary Theatre) of Connecticut is a nonprofit 501(c)(3) Equity professional theatre located in Ridgefield, CT.
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OUR STAFF

THE EXECUTIVE TEAM

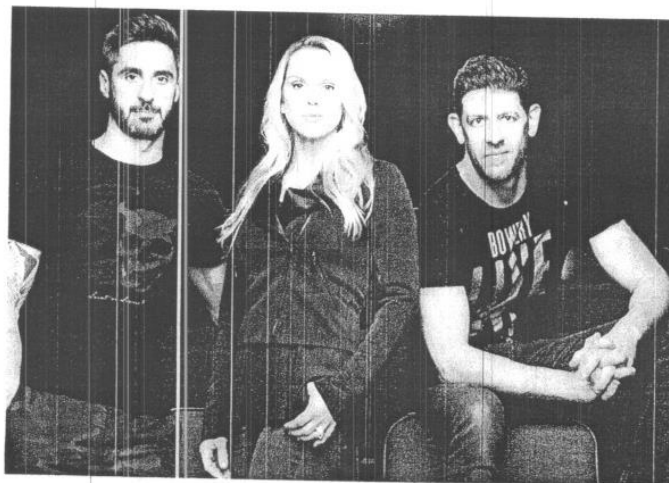


Daniel C. Levine
Artistic Director



R. Erin Craig
Producing Director

THE FOUNDERS



ACT of CT founders: Bryan Perri, Katie Diamond and Daniel C. Levine.



Board of Selectmen ACT discussion 4.10.24

https://youtu.be/Qgaw_FNEXIE



ACT Lease Public Hearing 4.24.24

<https://youtu.be/KKovbJBIG-s>



ACT Town Meeting 5.8.24

<https://youtu.be/HyRG02INcW8>

Uncut videos of these clips available on the Ridgefieldct.gov website:



<https://www.ridgefieldct.gov/board-selectpersons/pages/meeting-videos>

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FIRST AMENDMENT TO LEASE

This Amendment made as of the ____ day of May, 2024, by and between the **TOWN OF RIDGEFIELD**, a municipal corporation of the State of Connecticut, with a principal place of business at 400 Main Street, Ridgefield, Connecticut 06877 (the “Landlord”), and the **ACT (A Contemporary Theatre), Inc.**, a nonprofit corporation, with an address of 36 Old Quarry Road, Ridgefield, Connecticut 06877 (the “Tenant”) (Landlord and Tenant are collectively referred to as the “Parties”).

WHEREAS, on or about March, 2017, the Landlord and Tenant entered into a Lease for premises described therein which include an area known as “The Schlumberger Auditorium” and other areas located at 36 Old Quarry Road, Ridgefield, Connecticut (the “Lease”). The Lease is recorded in Book 1044, Pages 926-936 of the Ridgefield Land Records.

WHEREAS, the initial term of the Lease was for a period of five years beginning on March 1, 2017, and ending on February 28, 2022 (the “Initial Term”);

WHEREAS, the Lease includes three five-year options to renew, and the Tenant has exercised the first option to renew in accordance with the Lease. The Renewal Term will expire on February 28, 2027 (the “First Renewal Term”); and

WHEREAS, the Parties desire to provide for additional options to renew, and to make other changes to the Lease as outlined herein.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and accurate and are hereby incorporated herein by reference.
2. **Option to Renew.** The paragraph entitled “Option to Renew” is amended to read as follows to provide for additional options to renew:

Provided that Tenant is not in default hereunder, Tenant shall have the right and option of extending the Term of this Lease beyond the First Renewal Term for an additional five (5) successive periods of five (5) years each (each, a “Renewal Term”), subject to all of the terms, covenants and conditions of the Lease.

Such option(s) shall be exercised by notification by Tenant to Landlord, in writing, of its election to do so, no earlier than one (1) year, nor later than six (6) months, prior to the expiration of the First Renewal Term, or any Renewal Term, hereof.

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3. **Paragraph Fifth, Condition, Alterations, etc.** Section (B) of Paragraph 5th – Condition, Alterations, Etc. is deleted and replaced with the following for purposes of deleting the words “including the roof” from the section:

(B) The Tenant shall make any and all repairs and replacements to, and shall also maintain the water, air conditioning, plumbing and electrical systems serving, the demised premises as well as any and all repairs, replacements and renewals with respect to the interior and exterior.

4. **Miscellaneous.** Except as otherwise expressly set forth in this Amendment, the Lease shall remain in full force and effect according to its terms and shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Amendment shall be binding on the parties when executed and delivered by the parties to one another by facsimile and/or other electronic transmission. It is understood and agreed that the Lease, as amended hereby, is in full force and effect and has not been modified, supplemented, or amended in any way by any written or oral agreements between Landlord and Tenant, except as expressly set forth in this Amendment. The parties hereto each represent and warrant that it has full power and lawful authority to enter into and perform its obligations under this Amendment, and that the person or persons signing on its behalf has been duly authorized to do so. In the event of a conflict between the terms of this Amendment and the Lease, the terms of this Amendment shall govern.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF RIDGEFIELD

By _____
Rudy Marconi, First Selectman
Duly Authorized

ACT (A Contemporary Theatre), INC.

By _____
Name:
Title:
Duly Authorized



Town of Ridgefield
Board of Selectpersons Meeting Minutes
UNAPPROVED

April 10, 2024 at 7:30pm

Please note – these minutes are not verbatim.

Present: Rudy Marconi, Sean Connelly, Maureen Kozlark, Barbara Manners

Absent: Chris Murray

Rudy Marconi called the meeting to order at 7:30pm.

1. Public Comment

Michael Londrigan, Danbury Road, expressed gratitude to the owners of 52 Danbury Road, who have been receptive to adding additional handicapped parking spaces. Mr. Londrigan also asked the BoS to continue researching traffic safety issues in town, especially on Rockwell Road.

Glori Norwitt, High Ridge Avenue, congratulated Barbara Manners on receiving the ECDC-Cultural District Award this year, which is being awarded at the upcoming Arts Council Gala.

Kirk Carr, 62 Prospect Ridge, expressed continued concern about Board, Committee, and Commission members with prolonged absences, and asked about ECDC's attendance and whether the Chair advised Mr. Marconi of vacancies. Mr. Carr distributed copies of an email exchange with Wendy Gannon Lionetti, Town Clerk, with the BoS.

2. Appointments and Re-Appointments

a. Parks & Recreation Commission – Candidate Antonio Ramos Appointment

Antonio Ramos was in attendance. Topics discussed included:

- i. Mr. Ramos shared he saw the Commission opening posted on Instagram, then met with Phil Kearns, Parks & Recreation Commission Chairman, and Dennis DiPinto, Parks & Recreation Director, interviewed with the Commission, and attended a recent meeting. Mr. Ramos shared he grew up in Stratford, CT, and had been involved with Parks & Recreation growing up.
- ii. Rudy Marconi read a letter from Mr. Kearns supporting Mr. Ramos' appointment.
- iii. Barbara Manners asked which project Mr. Ramos finds most interesting. Mr. Ramos shared he's interested in open spaces and frequents the Rec Center, but first wants to listen, learn, and get his feet wet.

- iv. Sean Connelly asked Mr. Ramos about attending a recent Commission meeting. Mr. Ramos confirmed he attended their March meeting, and expressed finding the Martin Park Beach and proposed pickleball courts particularly interesting.
- v. Maureen Kozlark asked about his experience on other committees or with collaborative work. Mr. Ramos shared he's always played sports, had leadership experience as a college athlete, and is a career firefighter in Norwalk.

Sean Connelly motioned to approve the appointment of Antonio Ramos to the Parks & Recreation Commission. Barbara Manners seconded. Motion carried 4-0.

b. Commission for Accessibility – Reappointments (Donald Ciota, Christine Santori, Maureen Culhane & Dave Choplinski)

Donald Ciota, Commission for Accessibility Chairman, and Commission Members Christine Santori and Maureen Culhane were in attendance. Topics discussed included:

- i. Mr. Ciota shared an update on CoA activities, an ADA compliance transition plan update, the CoA mission, and several accessibility-related legislative acts; and discussed the CoA's collaboration with the Board of Education for their first annual transition program.
- ii. Mr. Ciota shared Dave Choplinski has moved to Florida and is resigning from the CoA. Tony Phillips, Social Services Director, has a prospective member who will attend their next meeting.

Maureen Kozlark motioned to approve the reappointment of Donald Ciota, Christine Santori, and Maureen Culhane to the Commission for Accessibility. Barbara Manners seconded. Motion carried 4-0.

c. ECDC – Reappointments (Dr. Brittny Howell & Sean Dowd)

Glori Norwitt, ECDC Chair, and Commission Members Dr. Brittny Howell and Sean Dowd were in attendance. Topics discussed included:

- i. Dr. Howell shared she's enjoyed her work with the ECDC, especially marketing projects for small businesses in town.
- ii. Mr. Dowd shared he also enjoys working with the ECDC and highlighted it requires a lot of time and effort outside of meetings.
- iii. Ms. Norwitt shared Dr. Howell and Mr. Dowd have had 100% attendance this calendar year, and the ECDC voted unanimously to reinstate both members.
- iv. Ms. Manners agreed with Mr. Dowd's point about the amount of work required outside of meetings and voiced appreciation for their effort.
- v. Ms. Norwitt shared a "vagueness" in the Charter about appointments and read some portions regarding board member absences. Mr. Connelly asked about changing the reporting to indicate absences and unexcused absences. Ms. Kozlark thanked Dr. Howell and Mr. Dowd for their commitment and voiced support for their reappointment.

Maureen Kozlark motioned to approve the reappointment of Dr. Brittny Howell and Sean Dowd to the ECDC. Barbara Manners seconded. Motion carried 4-0.

Kirk Carr, 62 Prospect Ridge, asked about ECDC's progress on the inventory of business properties in Town. Ms. Norwitt shared she's in touch with CT Main Street Center and is taking guidance from them on first steps.

3. ACT Theater Lease Renewal

Daniel Levine, Artistic Director, and Erin Craig, Producing Director, were in attendance. Topics discussed included:

- Rudy Marconi shared ACT is looking to begin a capital campaign. Ms. Craig confirmed they're also exploring government grant programs, and most require a longer (25-year) lease agreement. Mr. Levine shared that their current lease agreement indicates the roof is the responsibility of ACT, and Mr. Marconi confirmed the roofs for other Town 501c3 organizations are the responsibility of the Town. Mr. Levine confirmed the ACT roof is currently leaking and paying for a new roof presents significant hardship.
- Maureen Kozlark asked about the original lease agreement and the work ACT has put into the facility. Mr. Levine shared they renovated the entire interior, front office, some exterior work, new HVAC and ductwork, electrical, and bathrooms, but nothing on the roof, which is still the original roof.
- Sean Connelly asked about the origin of the clause indicating the roof is the responsibility of ACT and not the Town. Mr. Marconi shared that the members of ACT who negotiated the lease are no longer involved. Ms. Kozlark shared it was a large undertaking for the Town to originally purchase the property and the BoS has been mindful of large expenditures. Mr. Marconi confirmed the Town had taken care of roofs, fire suppression, paving, groundskeeping, etc. for other 501c3 properties in Town.
- Mr. Connelly asked about the current lease term. Mr. Marconi confirmed ACT is currently in the first of its three 5-year lease renewal periods.
- Mr. Marconi confirmed these substantive changes to the lease would require a Public Hearing and Town Meeting, and confirmed Jacob Muller, Superintendent, is currently getting a quote for the ACT roof. Mr. Marconi confirmed the funds would come from LoCIP and wouldn't require additional appropriations.

Barbara Manners motioned to move forward with the allocation of LoCIP funds to fund roof repairs, extend the current lease term to 25 years, and set the dates for a Public Hearing (April 24) and Town Meeting (May 8). Sean Connelly seconded. Motion carried 4-0.

4. 2023 State Homeland Security Grant Resolution

Rudy Marconi shared a Memorandum of Agreement that Ridgefield will take care of any equipment received, the 2023 State Homeland Security Grant Resolution is an agreement to be completed by the Town Clerk, and read the agreement to the BoS.

Sean Connelly asked about the figures referenced within the Memorandum of Agreement. Mr. Marconi clarified the numbers represent the total amount of funds for Connecticut and for Region 5 (Ridgefield's region). Mr. Marconi shared a steering committee would determine the Region's allocation of funds, which may be used for emergency lighting, pumps, etc.

Maureen Kozlark motioned to approve the resolution for the 2023 State Homeland Security Grant Resolution. Sean Connelly seconded. Motion carried 4-0.

Kirk Carr, 62 Prospect Ridge, asked about ECDC's progress on the inventory of business properties in Town. Ms. Norwitt shared she's in touch with CT Main Street Center and is taking guidance from them on first steps.

3. ACT Theater Lease Renewal

Daniel Levine, Artistic Director, and Erin Craig, Producing Director, were in attendance. Topics discussed included:

- Rudy Marconi shared ACT is looking to begin a capital campaign. Ms. Craig confirmed they're also exploring government grant programs, and most require a longer (25-year) lease agreement. Mr. Levine shared that their current lease agreement indicates the roof is the responsibility of ACT, and Mr. Marconi confirmed the roofs for other Town 501c3 organizations are the responsibility of the Town. Mr. Levine confirmed the ACT roof is currently leaking and paying for a new roof presents significant hardship.
- Maureen Kozlark asked about the original lease agreement and the work ACT has put into the facility. Mr. Levine shared they renovated the entire interior, front office, some exterior work, new HVAC and ductwork, electrical, and bathrooms, but nothing on the roof, which is still the original roof.
- Sean Connelly asked about the origin of the clause indicating the roof is the responsibility of ACT and not the Town. Mr. Marconi shared that the members of ACT who negotiated the lease are no longer involved. Ms. Kozlark shared it was a large undertaking for the Town to originally purchase the property and the BoS has been mindful of large expenditures. Mr. Marconi confirmed the Town had taken care of roofs, fire suppression, paving, groundskeeping, etc. for other 501c3 properties in Town.
- Mr. Connelly asked about the current lease term. Mr. Marconi confirmed ACT is currently in the first of its three 5-year lease renewal periods.
- Mr. Marconi confirmed these substantive changes to the lease would require a Public Hearing and Town Meeting, and confirmed Jacob Muller, Superintendent, is currently getting a quote for the ACT roof. Mr. Marconi confirmed the funds would come from LoCIP and wouldn't require additional appropriations.

Barbara Manners motioned to move forward with the allocation of LoCIP funds to fund roof repairs, extend the current lease term to 25 years, and set the dates for a Public Hearing (April 24) and Town Meeting (May 8). Sean Connelly seconded. Motion carried 4-0.

4. 2023 State Homeland Security Grant Resolution

Rudy Marconi shared a Memorandum of Agreement that Ridgefield will take care of any equipment received, the 2023 State Homeland Security Grant Resolution is an agreement to be completed by the Town Clerk, and read the agreement to the BoS.

Sean Connelly asked about the figures referenced within the Memorandum of Agreement. Mr. Marconi clarified the numbers represent the total amount of funds for Connecticut and for Region 5 (Ridgefield's region). Mr. Marconi shared a steering committee would determine the Region's allocation of funds, which may be used for emergency lighting, pumps, etc.

Maureen Kozlark motioned to approve the resolution for the 2023 State Homeland Security Grant Resolution. Sean Connelly seconded. Motion carried 4-0.



**Town of Ridgefield
Public Hearing Minutes
UNAPPROVED
April 24, 2024 at 7:30pm**

Please note – these minutes are not verbatim.

Present: Rudy Marconi, Maureen Kozlark, Chris Murray, Barbara Manners, Sean Connelly

The Public Hearing was called to order at 7:35pm.

The Public Hearing was held to discuss the proposed changes to the lease between the Town of Ridgefield and ACT of CT. The proposed changes include extending the lease term from 20 to 25 years and removing the responsibility of maintaining the roof from the tenant.

The quote for the roof replacement from McCarthy Roofing came in at \$246,000 for the entire roof with a 25–30-year warranty. The quote was broken down into sections: Largest Section (theater) - \$120,000, the rear is \$72,000, and the ticket area is \$54,000. The Town will use LoCIP funds to cover the cost.

Andy Behymer, 50 Blackman Road, asked about prevailing wage and why the Town would relieve the tenant of the roof obligation if its already in the lease. He suggested giving the money as a one-time grant but not change the lease.

In other contracts that the Town has with 501c3's, the Town is responsible for the roof.

Dan Levine, 35 Oselata Road, commented that in 2017 ACT of CT raised over \$2 million to transfer the building into a state of the art theater that the Town now owns.

Vincent Giordana, 28 Fairview Drive, asked if there could be a renegotiation of the rent price in exchange for the removal of the roof obligation.

Tom McManus, 310 West Lane, suggested getting the longest warranty that the Town possibly can.

The lease will be redrafted to remove the tenant's responsibility for the roof, add two additional 5-year terms which will be linked to the language that increases rent by CPI.

The Public Hearing was closed at 8:09pm.

NOTICE OF A SPECIAL TOWN MEETING
TOWN OF RIDGEFIELD, CONNECTICUT
WEDNESDAY, MAY 8, 2024 AT 7:30 PM

RECEIVED
@ 12:03 PM
MAY 01 2024
Wendy Gannon Lionetti
BY TOWN CLERK'S OFFICE
RIDGEFIELD CT

Notice is hereby given that a formal Special Town Meeting for residents will be held on Wednesday, May 8, 2024, at 7:30 pm in the Town Hall Large Conference Room located at 400 Main Street, Ridgefield, CT 06877 to vote on items pertaining to the following:

1. ACT – Proposed use of LoCIP funds to complete roof repairs and extend the current lease agreement between ACT and the Town of Ridgefield to a 25-year term. See the Town calendar for details at www.ridgefieldct.gov.


Rudy Marconi, First Selectperson




TOWN OF RIDGEFIELD
Office of the First Selectman

May 13, 2024

Wendy Gannon Lionetti
Town Clerk

RECEIVED
@ 10:07 am
MAY 13 2024
Wendy Gannon Lionetti
BY TOWN CLERK'S OFFICE
RIDGEFIELD, CT

This letter is to affirm that the legal public notices for the Special Town Meeting held on May 8, 2024, appeared in the *Ridgefield press* on Thursday, May 2, 2024.


Gillian Sheerin
First Selectperson's Office

Special Town Meeting May 8, 2024

First Selectperson 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 order of business was to appoint a Moderator. **Selectperson Maureen Kozlark moved and Selectperson Sean Connelly 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. **Selectperson Barbara Manners 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.**

Moderator Ed Tyrrell read the legal notice of the meeting that appears on page 76.

John Tartaglia, 638 Danbury Road, stated as a point of order -- he has an objection. Are all the people here electors of the Town? The notice does not comply with Freedom of Information and the Town Charter related to the disposal of property. This process bypassed Finance. It is procedurally incorrect.

5/8/24 ACT lease agreement & LoCIP \$ for roof STM minutes, Page 1 of 3

The Moderator then asked for a motion to approve. **Sean Connelly moved and Alisa Trachtenberg, 16 Hulda Lane, seconded the motion to approve the use of LoCIP funds to complete roof repairs and extend the current lease agreement between ACT and the Town of Ridgefield to a 25-year term.**

First Selectperson Rudy Marconi provided background information. The lease is for the Schlumberger auditorium that the Town purchased and leased approximately seven years ago. The \$1/year lease was approved by a Town Meeting and the tenants agreed to a complete remodeling of the space. The requested modifications of the lease are: extending the term to 25 years (in order to qualify for grant money); and to change a clause in the lease that currently states the tenant is responsible for roof repairs. This clause does not appear in any other lease the Town has with other 501c3 tenants. It would be a financial hardship to the organization and they have requested its removal. The LoCIP funds are not general funds; they are state funds that we receive every year and this year we expect \$230,000. Estimates for roof repair are \$240,000-307,000.

John Tartaglia stated the motion should be denied. In addition to the procedural grounds previously stated, the BOS does not have sufficient information regarding the tenant's income and expenses to determine whether there is a hardship. The available IRS 990 filing reflects \$2M/year income with possibly as high as \$3M. It is a subsidy for a particular part of the Town culture which may be unlawful because it favors one particular subgroup as opposed to the pledge to take care of the Town in general. The Town could use the LoCIP money for another use. The Schlumberger Report says the property should be rented, controlled, and maintained. The organization is 'flighty'—they made reference to leaving if they did not get their way. I could not find the Assessor's field card on this property—there is no way to know whether improvements were made. The BOS has a fiduciary duty to the entire Town. You are focusing the economy of this Town on arts and culture.

Daniel Levine, 35 Oscaleta Road, Co-founder and Artistic Director of ACT, stated we are lucky to live and work in a town where the arts are thriving. Regional theater is in trouble and we want to be here for the long run. We feel we contribute so much to this town—not only the artists but also the audiences that we bring to Town that then generate income for local merchants. The 990 form that was referenced was from 2021-22 when we received SVOG (shuttered venue operators grant) money. The audit happened at the time that we received the grant money. We did not threaten to leave; rather we stated if the roof is not covered, we would have to cancel production and performances. We would lose so much income that we might have to close down.

Richard Larson, 10 Belvedere Court, former Chair of the Schlumberger Committee, stated that seven years ago we voted in this same room whether to approve a recommendation from the committee to lease the property to ACT. At that point the auditorium was in complete disrepair and subject to demolition. That meeting voted 139-0 to pursue a lease of the auditorium to ACT. Here we are seven years later and ACT has created a beautiful state-of-the-art performance venue and Ridgefield has benefited economically and culturally. ACT, as a nonprofit arts organization, realizes just 40% of its income from ticket sales. The rest of its budget comes from donations and contributions. The lease is not a sweetheart deal. The cost to renovate the auditorium was well over \$1 million and now we have a first-class theater that would be the envy of any town. It is appropriate to review the lease now that we are seven years into it.

Sean Archambeault, Ramapoo Road, stated I have been to a number of performances at ACT and think it is an asset to our Town. However, this is a business, and based on the sheet, it appears they have made a tiny profit. A lease is a contract. There are ways to have gotten around it—splitting it 60/40, etc. Amortizing the loan would be appropriate; I am disappointed in the attitude. The responsibility resides with ACT. We could use the LoCIP money for schools or other projects.

Shelley Terry, 75 Acre Lane, Director of Development at ACT. It is true that ticket sales do not cover the cost to run the theater. My job is to raise the additional funds through individual donations, foundation grants, government grants. We were able to keep our doors open with the SVOG. The government funding has gone away and now we must get back to fundraising. We do not have a surplus to pay for the roof. I, a resident, benefit by having a job at the theater. The economic benefit to our community should not go unnoticed.

Selectperson Chris Murray, Ivy Hill Road, stated it is unfortunate that we didn't learn of ACT's financial standing at the public hearing. The 990 being circulated is outdated and that is unfortunate; we should have a current document. I came prepared to say that we should slow down before making this decision because of the

information that had been shared. However, after learning that you don't really have the money which is what were originally told, I am going to vote with the original plan.

Erin Craig, 387 Wilton Road West, is the Producing Director of ACT. The 990 did not come up in the original conversation; we are in the process of our 2023 990 audit. We definitely do not have the money to repair the roof. We have 182 seats and are capped out at income, even with adding shows to original runs. ACT provides theater for everyone and we are proud to be part of the entire community—not just high-paying ticket patrons.

Kirk Carr, 62 Prospect Ridge, agrees ACT is great. The BOS should have demanded a current balance sheet. The 990 shows \$2.3M in the bank at the end of 2022. I don't think ACT would walk away; it is a sweetheart deal. I think this is a mistake and would like to talk about LoCIP separately. LoCIP funds must be used on items in the capital improvement plan or an emergency—this does not meet those criteria. I would like to move to table the motion until the BOF has a chance to look it over.

Selectperson Sean Connelly encouraged those present to support this change in the lease. Every other nonprofit organization that leases from the Town does not have this clause; in keeping with fairness, it should be removed.

Alisa Trachtenberg, 16 Hulda Lane, stated ACT does many good things for disadvantaged people. It is fair and logical to be consistent with other leases to nonprofits. It is a liability for the Town as owner if the space is leaking. We have the first cultural district in Connecticut, which attracts many people to our Town; it helps everybody.

Greg Kabasakalian, Two Washington Street, stated although I am a Board of Finance member, I am not speaking for the BOF. If the request came before the BOF, I would ask the request be broken in half. LoCIP money is for roofs, parking lots, and infrastructure. I have been studying this for two weeks and I am still not sure how to vote.

Caroline Kellen, 79 Peaceable Street, is a Foundation Director. My family funds many organizations in town; it is my job to assess the needs of the organization when making decisions. I am very familiar with the financials of ACT and this ask is fair. The ACT lease should have the same provisions that other 501c3 organizations have in their leases.

Kirk Carr stated that given the fact that we don't have current financial information, we should take a little more time to get it. I would also like to look at the leases of other 501c3 organizations with the Town.

John Tartaglia stated we cannot operate by joy and compassion; we don't know the financials and therefore cannot make an evaluation.

Kirk Carr moved and John Tartaglia seconded the motion to table the main motion to allow more time to get up to date information. The moderator called for a vote; the "Nay" votes were overwhelming (several attendees voted "Aye"); the motion was denied.

First Selectperson Marconi clarified that there are no field cards for any Town-owned buildings. This clause is not in any other lease and the Town never asks nonprofits for their 990; I urge approval. All leases go to a Town Meeting for approval after being negotiated.

Selectperson Chris Murray stated this is a contentious issue; it would have been better if we had more information earlier. We are going to do better with making decisions such as this going forward.

Shelley Terry stated that if someone could share the process for submitting financial information, then it could be provided.

Mr. Tyrrell called for a vote on the motion to approve the resolution. The "Aye" votes carried overwhelmingly (several attendees voted "Nay"); the motion was approved.

Selectperson Barbara Manners moved and Chris Murray seconded the motion to adjourn the meeting at 8:15 pm. Motion carried unanimously and the meeting was adjourned.

Respectfully submitted,
Wendy Gannon Lionetti, Town Clerk



THIS LEASE, effective as of the 1st day of MARCH, 2017, is made by and between the **TOWN OF RIDGEFIELD**, a municipal corporation of the State of Connecticut, having its territorial limits in Fairfield County, whose address is 400 Main Street, Ridgefield, Connecticut 06877 (the "Landlord"), and **BASSAM FELLOWS, INC.**, a Connecticut corporation, whose address is 881 Ponus Ridge, New Canaan, Connecticut 06840 (the "Tenant").

WITNESSETH THAT:

Demise and Taking. The Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord, for the term and upon the rental hereinafter specified, the premises known as the "Philip Johnson Building" (5,825 sq.ft. ± on main floor) and a portion of the basement, (approximately 2,079 sq.ft. basement storage and mechanical), together with the area 10 feet around the perimeter of the building with an address of 36 Old Quarry Road, Ridgefield, Connecticut more particularly described on Schedule A-1 and shown on Schedule A-2, attached hereto.

Term. The term of this lease shall be for a period of thirteen (13) years beginning on March 1, 2017 (the "Commencement Date") and ending on February 28, 2030.

Option to Renew. Provided that the Tenant is not in material default hereunder, the Tenant shall have the right and option of extending the original term of this lease for two option periods, the first commencing on March 1, 2030 and ending on February 29, 2040, and the second option period commencing March 1, 2040 and terminating on February 28, 2047.

Such option shall be exercised by notification by Tenant to Landlord, in writing, of its election to do so, no earlier than one (1) year, nor later than six (6) months, prior to the expiration of the original term hereof.

Rent. The rent for the original term shall be ONE DOLLAR (\$1.00) per year, payable in total, in advance, on March 1, 2017.

During each option period the rent shall be determined as set forth in Schedule B hereof. Rent shall be payable on March 1 of each option period and monthly on the first day of the month thereafter.

As additional rent, the Tenant for each year of the initial term only shall pay a common area maintenance ("CAM") charge of \$600 per month for snow removal, ground maintenance and outdoor lighting beginning September 1, 2017.

THE ABOVE LETTING IS UPON THE FOLLOWING TERMS AND CONDITIONS:

FIRST – Quiet Enjoyment. The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

SECOND – Use. The Tenant covenants and agrees to use the demised premises for the display of furniture and decorative accessories, and for office use in connection with the Tenant's lifestyle sales business and agrees not to use or permit the use of the demised premises for any other purpose without the prior written consent of the Landlord.

THIRD – Intentionally Deleted.

FOURTH – Subletting. The Tenant shall not sub-let more than 50% of the space or, license or allow licensing of the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any subletting shall be in compliance with the provisions of paragraph Second above.

FIFTH – Condition, Alterations, etc. (A) The Tenant has examined the demised premises, and accepts them in their present condition "as is" (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of said premises. The Tenant shall keep the demised premises in good condition, and shall redecorate, paint and renovate said premises as may be necessary to keep them in repair and good appearance. The Tenant shall quit and surrender the demised premises at the end of the term of this lease in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to the demised premises without the prior written consent of the Landlord except for those items contemplated in (B) below. All permanent erections, alterations, additions and improvements in character, which may be made upon the demised premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the demised premises as a part thereof at the termination of this lease, without compensation to the Tenant. The Tenant further agrees to keep the demised premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter and to maintain the sidewalks. Ground maintenance (outside of the 10 foot area and the building perimeter), snow removal (with the exception of the sidewalks) and site lighting will be the responsibility of the Landlord. Tenant agrees to repair and maintain the building to a degree and standard which recognizes the historical and architectural significance of the Building.

(B) The Tenant shall make any and all repairs to and replacements of, and shall also maintain the water, air conditioning and heating, plumbing and electrical systems serving the demised premises as well as any and all repairs, replacements and renewals with respect to the interior and exterior. The parties agree that Tenant will be making substantial improvements to the Premises, plans for which are to be submitted to Landlord for approval.

(C) Any repairs which are the obligation of the Tenant hereunder shall be made as soon as reasonably possible but, in any case, within thirty (30) days after written notice by the Landlord, who shall have the right to inspect the demised premises at all reasonable times for the purpose of ascertaining its condition of repair. Failure of the Tenant to make such repairs after written notice shall constitute a breach of covenant under this lease, and shall give the said Landlord the option of entering the demised premises for the purpose of making repairs as needed, or, terminating this lease at Landlord's option pursuant to the terms of Paragraph Third and Fourteenth.

(D) No alterations, installations, additions, improvements or erection of signs shall be made by the Tenant, in any case, which do not conform to the laws of the State of Connecticut and the Town of Ridgefield and with respect to which all required governmental permits and approvals have not first been obtained.

(E) Notwithstanding the above, Landlord shall undertake, at its expense, the following work during the "fit up" period (which shall be from March 1, 2017 to August 31, 2017): Exterior site work, including site stabilization, site lighting, separate metered electrical service, repair of existing fire suppression system, provide new hot water system and clean-up of perimeter landscaping.

(F) Tenant, during the aforesaid "fit up" period, shall make all interior repairs, roof repair, install loading door, repair said area and front door, and restore landscaping, all at its expense.

SIXTH – Mechanic's Liens. In the event that any mechanic's lien is filed against the demised premises as a result of alterations, additions or improvements made by the Tenant, the Landlord and Tenant will attempt to determine in good faith a resolution of such Mechanic's Lien. In the event that a mutual agreement is not reached within 90 days of the date of the Mechanic's Lien, then the Landlord, at its option, after ninety (90) days' prior written notice to the Tenant, may terminate this lease, move to discharge the lien, or pay said lien, without inquiring into the validity thereof, same constituting a default under this lease by the Tenant, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging said lien, as additional rent hereunder.

SEVENTH – Glass. The Tenant agrees to replace, at the Tenant's expense, any and all glass which may become broken in and on the demised premises. Plate glass and mirrors, if any, shall be insured by the Tenant at their full insurable value in a company satisfactory to the Landlord. Said policy shall be of the full premium type and shall name the Landlord as an additional insured, and evidence thereof shall be deposited with the Landlord or its agent.

EIGHTH – Hold Harmless; Insurance. The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in, on or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises, or for the acts, omissions or negligence of other persons or tenants in and about the demised premises. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property or injuries to persons occurring in, on or about the demised premises.

The Tenant shall carry public liability insurance covering the demised premises and the appurtenances thereto in limits of not less than \$1,000,000 combined single limit and an additional \$2,000,000 umbrella policy, all with a company satisfactory to the Landlord, the Landlord to be named thereunder as an additional insured. Said policy, or Certificate of Insurance, shall be deposited with the Landlord on an annual basis. In the event of reduction in the amount of coverage or cancellation of coverage, at least fifteen (15) days written notice must be given to the Landlord; this condition shall be so stated in the policy. The above insurance limits shall be reviewed periodically to reflect changes in the CPI over the lease year.

The Landlord agrees to maintain or cause to be maintained fire insurance which will pay for all direct physical loss of or damage upon all of the buildings and structures that are part of the demised premises in an amount adequate to cover the cost of replacing the foregoing, consistent with past practices.

The payment of the amounts called for above shall constitute additional rent due and payable hereunder, if required. The non-payment of same in a timely manner, as called for above, shall constitute a default under this lease.

2/23/17 Bassam Fellows lease, Page 3 of 12

NINTH – Utilities. Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: water by the Tenant; gas by the Tenant; heat by the Tenant; refrigeration by the Tenant; hot water by the Tenant, and any and all other utilities, if any, by the Tenant as well, the Tenant to be responsible for the payment for all utilities and services serving the demised premises. Tenant shall be responsible for electricity. In this regard, there is a master meter for the building and Landlord shall bill Tenant for electricity use. All cleaning and trash removal of the demised premises shall be at the sole cost and expense of the Tenant. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason. Tenant shall also be responsible for ground maintenance in the area 10 feet around the perimeter of the Building.

TENTH – Right of Entry. The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours upon reasonable notice in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and/or mortgagees and put upon the premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the demised premises to prospective tenants, and may place the usual "To Let" signs thereon.

ELEVENTH – Destruction or Damage. In the event of the destruction of the demised premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the demised premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety (90) days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender the demised premises and all of the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender, in which event the Landlord may reenter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety (90) days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the demised premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and, in that case, the rent accrued and accruing shall not cease or determine. The Tenant shall immediately notify the Landlord in case of fire or other damage to the demised premises.

If the Landlord shall elect to undertake to repair the demised premises, then, to the extent that the Tenant is unable to use the demised premises or any portion thereof, an appropriate suspension or adjustment (related to the portion of the demised premises that is not useable by the Tenant) in rent shall be made during the period of repair. The Landlord shall proceed to make such repair with reasonable speed, taking into account, however, the difficulty in obtaining a contractor or contractors for such work on an immediate basis, the settlement of any

insurance claims in connection with said destruction or casualty, all other factors related to such repair outside of the Landlord's reasonable control, etc.

TWELFTH – Observance of Laws, Etc. The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

THIRTEENTH – Signs. No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord which approval shall not be unreasonably withheld and shall be permitted by the zoning regulations of the Town of Ridgefield, nor shall any temporary signs, advertisements, or notices for other than community activities be allowed.

FOURTEENTH – Default by Tenant. If the Tenant shall so violate any of the legal covenants, agreements or conditions of this lease, including the rental provisions, then this lease shall thereupon, at the option of the Landlord, by virtue of this expressed stipulation herein, expire and terminate, and the Landlord may, at any time thereafter, re-enter the demised premises, as aforesaid, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as a common law, shall be necessary to enable the Landlord to recover such possessions pursuant to said statute relating to summary process, but all right to any such demand or any such re-entry is hereby expressly waived by said Tenant.

In case of a legal violation by the Tenant of any of the covenants, agreements and conditions of this lease and upon failure to discontinue such violation within ten (10) days after notice thereof given to the Tenant, this lease shall thenceforth, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or demand and, in such case, the Landlord shall thereupon have all the rights and remedies hereunder and shall be entitled to lost rentals, damages, etc., all in accordance with the terms and provisions of Paragraph Third above. The provisions of the preceding sentence requiring ten (10) days' notice shall not apply, however, to the Tenant's failure, neglect or refusal to pay rent within the ten- (10) day grace period. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to reenter upon the demised premises after the said breach or violation.

Whenever this lease shall terminate either by lapse of time or by virtue of any of the expressed stipulations herein, the Tenant hereby waives all right to any notice to quit

possession, as prescribed by the statute relating to summary process, as well as any right to trial by jury.

After service of a Notice to Quit, commencement of a suit, including a summary process proceeding, and/or obtaining of a final judgment for any cause arising under this lease or the breach hereof, the Landlord may still receive and collect, for use and occupancy of the demised premises by the Tenant, any "rent" or "additional rents" due hereunder, without prejudice to or waiver of or effect upon the said Notice to Quit, suit or judgment.

FIFTEENTH – Notices. All notices and demands, legal or otherwise, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by registered or certified mail, addressed to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on said premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by registered or certified mail or delivered to the Landlord at 400 Main Street, Ridgefield, Connecticut 06877, or to such other party or place as the Landlord may from time to time designate in writing.

SIXTEENTH – Bankruptcy, Insolvency. If, at any time during the term of this lease, the Tenant shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for the Tenant, then the Landlord may, at its option, terminate this lease, exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee or other person in charge of the liquidation of the property of the Tenant or the Tenant's estate, but such termination shall not release or discharge any payment of rent payable hereunder and then accrued, or any liability then accrued by reason of any agreement or covenant herein contained on the part of the Tenant or the Tenant's legal representatives. In any such case, the Landlord shall also be entitled to the rights and remedies called for under Paragraphs Third and Fourteenth hereof related to the balance of the term of this lease.

SEVENTEENTH – Holding Over. In the event that the Tenant shall remain in the demised premises after the expiration of the term of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. The Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of its term, and, thereupon, be entitled to all the remedies against the Tenant provided by law. In that situation, the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof. The fee, during a holdover period, shall be equal to twice the rent during the immediate prior term; except as to a holdover subsequent to the initial term, the rent shall be twice the rent for Option Term #1 as reflected in Schedule B, hereof.

EIGHTEENTH – Condemnation. If the demised premises, or any part thereof, shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate, and the Tenant shall have no claim or interest in or to any award of damages for such taking.

The entire proceeds of any such taking shall be the property of the Landlord, subject, however, to the Tenant making whatever claims are available for the undepreciated portion of the costs and expenses of leasehold improvements at the demised premises actually paid for by

the Tenant and/or relocation and/or moving expenses. Following such termination of this lease, neither party shall be obligated in any way to the other.

NINETEENTH – Conference of Tenant's Rights. No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

TWENTIETH – Exclusivity of Rights. The foregoing rights and remedies are not intended to be exclusive but in addition to all rights and remedies that the Landlord would otherwise have by law.

TWENTY-FIRST – Binding Effect. All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

TWENTY-SECOND – Force Majeure. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed shall in no way be affected, impaired or excused because the Landlord is unable to supply or is delayed in supplying any service expressly or implicitly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if the Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

TWENTY-THIRD – No Oral Change. This instrument may not be changed orally.

TWENTY-FOURTH – Personal Property Taxes. Tenant shall be responsible for personal property taxes on any of its personal property located on and in the demised premises.

TWENTY-FIFTH – Sewer Assessments and Use Charges. The Tenant shall have no liability for sewer assessments and use charges, consistent with past practices.

TWENTY-SIXTH – Hazardous Waste Indemnity. The Tenant covenants that, throughout the term of this lease, it will use the demised premises in compliance with the provisions of all statutes and laws of the State of Connecticut, and the rules and regulations of all agencies of the State of Connecticut having jurisdiction over the protection of the environment, and the U.S. Environmental Protection Agency, as the same now exist or may hereafter be amended, and of all regulations issued thereunder as the same may now exist or may hereafter be promulgated or amended.

The Tenant shall not knowingly at any time permit to be used, stored or kept on the demised premises any "chemical liquids", "hazardous waste", "solid, liquid or gaseous products" or "waste oil" as those terms may be defined by statutes and laws of the State of Connecticut as the same now exist or may hereafter be amended, except in accordance with applicable law and regulations.

The Tenant shall, upon the request of the Landlord, either during the term of the lease or at the expiration thereof, take all steps and perform all acts necessary and required to remove,

2/23/17 Bassam Fellows lease, Page 7 of 12

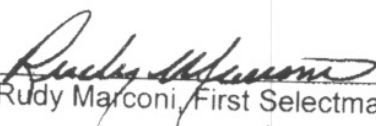
remedy and correct, at the sole expense of the Tenant, any condition at the demised premises caused in whole or in part by discharge, spillage, uncontrolled loss, seepage or filtration caused by the Tenant of "oil or petroleum" or "chemical liquids" or "solid, liquid or gaseous products" or "hazardous waste" or "waste oil" which may occur at any time during the term of the lease and arising from the Tenant's use and occupancy of the demised premises, to perform such removal, remedy or correction diligently and within a reasonable time, and to comply with all orders of governmental agencies which may be issued with respect to such discharge, spillage, uncontrolled loss, seepage or filtration at the sole expense of the Tenant and in a diligent manner.

The Tenant shall indemnify and hold the Landlord harmless from and against any and all loss, claim or expense, including, but not limited to, fines, penalties and counsel fees, which the Landlord may incur after the Commencement Date and during the term of this lease relating to or arising out of any discharge, spillage, uncontrolled loss, seepage or filtration of any "chemical liquids", "hazardous waste", "solid, liquid or gaseous products" or "waste oil" at the demised premises which may occur in violation by Lessee of any provision of this Paragraph Twenty-sixth.


THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates set forth below their signatures.

TOWN OF RIDGEFIELD, LANDLORD

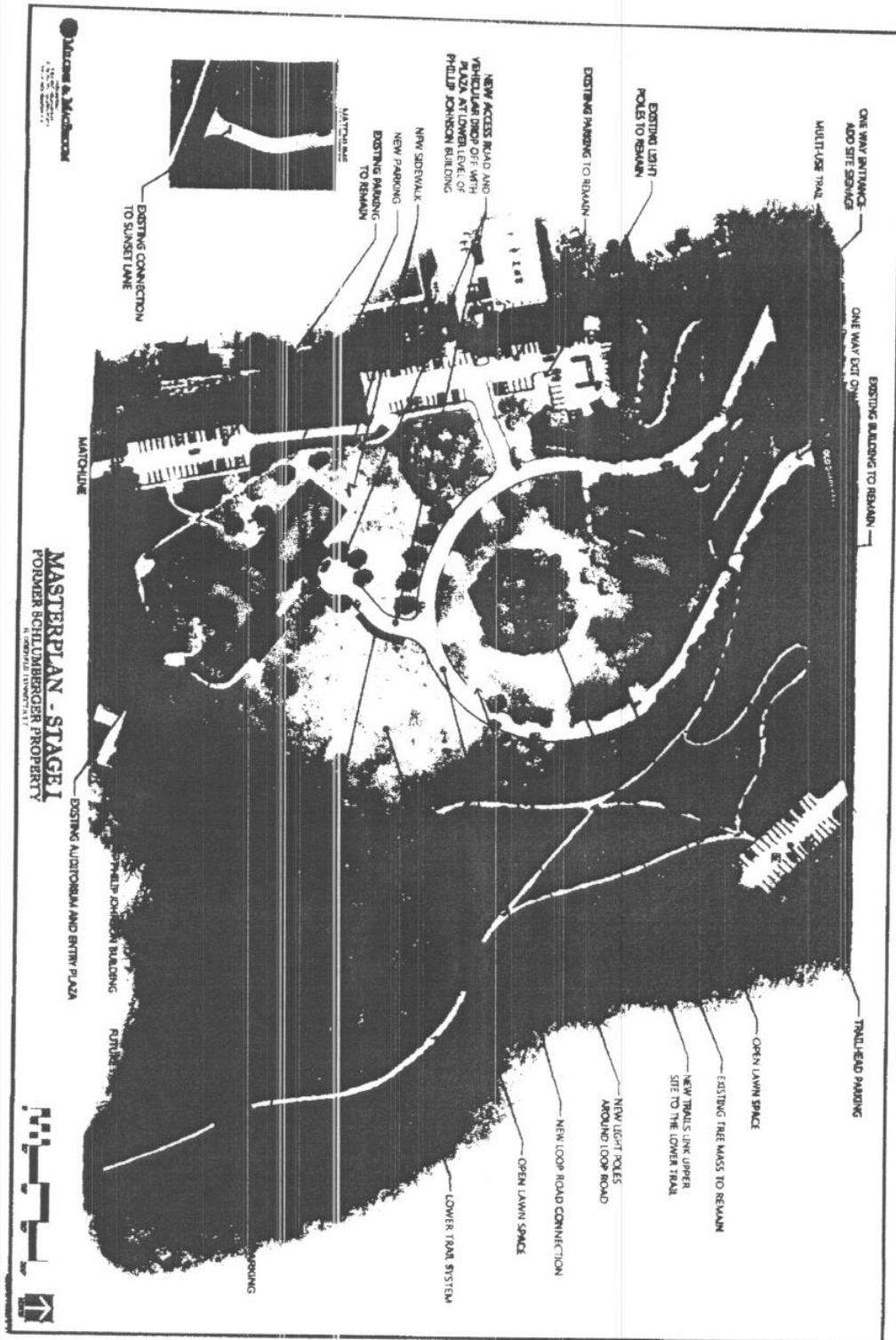
By 
Rudy Marconi, First Selectman
Date Signed: 3/2/17

BASSAM FELLOWS, INC.

By 
C. SCOTT FELLOWS, PRESIDENT
Date Signed: 3/6/17

Schedule A-1

ALL THAT certain piece or parcel of land, together with the buildings and improvements presently located thereon, specifically the building formerly known as the Philip Johnson Building, situated at 36 Old Quarry Road in the Town of Ridgefield, County of Fairfield and State of Connecticut, more particularly shown and designated on Schedule A-2, attached hereto.



Schedule B – Rental Payments

March 1, 2017 - February 28, 2030 \$13.00

Option Term #1:

March 1, 2030	\$8,495.00
March 1, 2031	\$8,622.00
March 1, 2032	\$8,752.00
March 1, 2033	\$8,883.00
March 1, 2034	\$9,016.00
March 1, 2035	\$9,151.00
March 1, 2036	\$9,289.00
March 1, 2037	\$9,428.00
March 1, 2038	\$9,569.00
March 1, 2039	\$9,713.00

Option Term #2:

March 1, 2040	\$9,859.00
March 1, 2041	\$10,007.00
March 1, 2042	\$10,157.00
March 1, 2043	\$10,309.00
March 1, 2044	\$10,464.00
March 1, 2045	\$10,621.00
March 1, 2046	\$10,780.00