



Town of Easton

David Bindelglass
First Selectman

225 Center Road
Easton, Connecticut 06612
www.eastonct.gov

203-268-6291
FAX 203-268-4928
dbindelglass@eastonct.gov

February 26, 2020

To: All Easton Residents

From: First Selectman, David Bindelglass

The following is the proposal by David Coppola, PH. D., Senior Vice President of Sacred Heart University submitted on behalf of Sacred Heart University.

Please note the attached map is only a draft.

In the spirit of full disclosure, my practice, Orthopedic Specialty Group has been under contract to run Student Health Services at Sacred Heart University since 2018. OSG is also the team doctors for Sacred Heart University athletics.

I would like to invite the public to a public information meeting on March 18, 2020 in the Easton Library Community Room at 7:30 pm to further discuss.



David L. Coppola, Ph.D.
Senior Vice President

February 21, 2020

Hon. David Bindelglass
First Selectman
225 Center Road
Easton, CT 06612

Re: Field Hockey, Tennis and Cross Country Facilities, Morehouse Park, Easton, Connecticut

Dear Selectman Bindelglass,

On behalf of Sacred Heart University, I am pleased to present this Letter of Intent regarding the construction, maintenance, usage, and security of select, proposed athletic facilities in Morehouse Park. If these terms are acceptable to the Town of Easton, please sign this letter on the line provided below and return to me.

Leased Premises: The "Leased Premises" will consist of the areas within the municipal park known as Morehouse Park that are marked in green (roughly, for purposes of this Letter of Intent) on the map entitled *Proposed Improvements*, attached as Exhibit A (the "Map"). The precise boundaries of the Leased Premises will be finalized after preparation and review of the Development Plan (described below) and indicated on a Class A-2 survey that will be recorded on the Land Records of the Town of Easton and referenced in the Lease Agreement (also described below).

Landlord: Town of Easton (the "Town")

Tenant: Sacred Heart University (the "University")

Permissible Use: Construction and maintenance of a synthetic turf, field hockey pitch and 6-8 hard-surface tennis courts, surrounded by an unpaved cross country trail (the "Athletic Facilities") in accordance with the Development Plan and Maintenance Standards described below.

Lease Agreement: Upon acceptance of this Letter of Intent, the Town's attorney will be directed to draft a Lease Agreement. The Lease Agreement will flesh out the points summarized in this Letter of Intent. The Town and the University will negotiate in good faith towards the signing of the Lease Agreement. The Lease Agreement shall be recorded on the Land Records of the Town of Easton.

Commencement Date: The term of the lease will commence upon execution by the Town's First Selectman of the Lease Agreement.

Lease Term: The initial term of the lease will be fifteen (15) years from the Commencement Date.

Extension Options: The University will have three ten-year extension options. The Extension Options will be subject to the condition that the University has maintained the Athletic Facilities in accordance with the Maintenance Standards described below.

Rent: One dollar (\$1.00) per year.

License to Town: The Athletic Facilities will be available for use by Easton youth sports teams and residents of the Town, subject to the Priority of Use described below. There will be no fee or charge for use of the Athletic Facilities by Easton youth sports teams and residents of the Town. The Town will not sublicense or sublease the Athletic Facilities or offer reservations to individuals or groups.

Priority of Use: University intercollegiate athletic teams will have first priority for use of the Athletic Facilities. Easton youth sports teams will have second priority for use of the Athletic Facilities. The tennis courts will be available for use by Town residents on a first come, first served basis when not in use by the University's intercollegiate athletic teams and Easton youth sports teams. As and when NCAA and Easton youth sports schedules are announced, the Athletic Director of the University and the Town's Director of Park and Recreation will generate a seasonal calendar indicating the dates and times when the Athletic Facilities will be used by their respective teams. The Town and the University will post a current seasonal calendar on their respective websites.

Development Plan: The University will commission a licensed professional engineer to prepare a development plan showing the Athletic Facilities and all

appurtenances and improvements. The development plan may include a storage building.

Municipal Approvals: The University will cooperate with the Town in preparing and filing applications for all required municipal approvals. The University will be responsible for any and all permit and application fees and the fees of any professionals and consultants that may be required in connection with the municipal approvals.

Construction and Completion: The University will be responsible for construction of the Athletic Facilities in accordance with the Development Plan at the University's expense. The University will complete the Athletic Facilities within a reasonable time and practicable sequence after all required municipal approvals are secured.

Ownership and Property Insurance: The Town will retain title and ownership of the park land on which the Athletic Facilities will be constructed. The University will be responsible for insuring the Athletic Facilities against damage due to storms, fire, vandalism and other casualties, customarily covered by commercial property insurance.

Maintenance Standards: The University will be responsible for all maintenance and repairs required to keep the Athletic Facilities in a condition required to host a NCAA Division I competition, including, but without limitation, periodic resurfacing of playing surfaces.

Cross Country Trail: The University will create an unpaved cross country trail within the boundaries of Morehouse Park along the path indicated (roughly, for purposes of this Letter of Intent) as *Proposed Walking/Running Trails* on the Map. The precise location of the cross country trail will be finalized by mutual agreement and indicated on a Class A-2 Survey to be recorded on the Land Records of the Town of Easton. The University will cooperate with the Town in preparing and filing applications for all required municipal approvals, as well as be responsible for any permit and application fees and the fees of any professionals and consultants that may be required in connection with the municipal approvals. The University will complete the cross country trail within a reasonable time after all required municipal approvals are secured. The University will maintain the cross country trail in a condition suitable for NCAA Division I competitions. Town residents will have access to the cross country trail for walking

and running except during NCAA practices and competitions, when the cross country trail will be restricted to teams and competitors. Consistent with above section, Priority of Use, each summer/fall, the Athletic Director of the University and the Town's Park and Recreation Director will cooperate in posting on their respective websites the dates and times when NCAA practices and competitions will be held on the cross-country trail. The Town reserves the right to authorize CIAC competitions to be held on the cross country trail provided that they do not conflict with NCAA competitions. The Town will grant to the University an easement for the maintenance and non-exclusive use of the cross country trail. The easement will automatically expire upon termination or expiration of the Lease Agreement. The easement will be recorded on the Land Records of the Town of Easton.

**Delivery of Leased
Premises Upon
Expiration:**

Upon expiration of the term of the Lease Agreement, the University will deliver to the Town, for no payment or consideration, the Leased Premises, the Athletic Facilities and all appurtenances and improvements in their condition as of the expiration date.

**Delivery of Leased
Premises Upon Uncured
Default:**

If the University fails to maintain the Athletic Facilities in accordance with the Maintenance Standards after notice and a reasonable opportunity to cure, then the University will deliver to the Town the Leased Premises, and the Town will have the right to either: (A) accept the Athletic Facilities and all appurtenances and improvements in their condition as of the termination date; or (B) require the University to restore the Leased Premises to their condition as of the Commencement Date. No consideration or payment will be due from the Town to the University upon termination of the lease.

Access Easement:

The Town will grant to the University an easement over the areas indicated on the Map as *Proposed Driveway* and *Existing Gravel Drive*. The easement will be recorded on the Land Records of the Town of Easton. The easement will terminate automatically upon termination of the Lease Agreement.

Utilities:

The University will be responsible for extension of water and electrical service to the Leased Premises. The University will hold

the accounts with the electric and water utility companies and pay the applicable electricity and water bills. The Leased Premises will not have permanent restrooms or be serviced by a septic system. The University will be responsible for providing and maintaining a sufficient number of portable toilets.

**Transportation and
Parking:**

The following rules will apply to all University-sponsored practices and competitions at the Athletic Facilities and cross country trail. Limited parking will be available on grass and permeable surfaces to be designated by the Town adjacent to the Leased Premises. The University will be entitled to non-exclusive use of those parking spaces in common with Town residents on a first come, first served basis. In order to avoid overflow, the University will provide minibuses for the transportation of athletes, coaches and spectators and encourage them to use the minibuses.

Lighting:

Security lighting of the Athletic Facilities will be permitted. Electric scoreboards will be permitted. Playing surfaces will not be lighted for night play.

Security:

The University will be responsible for providing security personnel to monitor the Athletic Facilities and cross country trail during all University-sponsored practices and competitions. The Town's Police Department will be responsible for security of the Athletic Facilities and cross country trail at all other times.

Surveillance Cameras:

The University will install and maintain surveillance cameras that cover the field hockey pitch and tennis courts as such that they may be monitored by the University's security office and the Easton Police Department.

Fences and Gates:

The field hockey pitch and tennis courts will be enclosed by fences with lockable gates. In coordination with the Town's Park and Recreation Director, the University will be responsible for locking and unlocking the gates as follows: (A) November 15 through March 15, the tennis courts gates will be locked at all times; (B) March 16 through November 14, the tennis courts gates will be locked from sunset to sunrise and unlocked from sunrise to sunset; and (C) throughout the year, the field hockey pitch gates will be unlocked only during practices and competitions sponsored by the University or Easton youth sports, and locked at all other times.

**No Assignment or
Subleasing:**

The rights and obligations of the Town and the University will be non-assignable. Subleasing will be prohibited.

Insurance:

The Town will maintain its customary liability insurance policies. In addition to the notations in Ownership and Property Insurance above, the University will extend the coverage of its customary casualty and liability insurance policies to the Athletic Facilities and cross country trail. The Town and the University will each name the other as additional insured on its liability insurance policy. The University will maintain a property and casualty insurance policy covering the full replacement cost of the Athletic Facilities and name the Town as a loss payee. If construction or use of the Athletic Facilities result in a material increase in the cost of the Town's liability insurance coverage, the University will, upon request, reimburse the Town for the incremental expense.

Signs and Rules:

Signs will be unlighted and subject to approval by the Town. The University will have the right to install signs prescribing reasonable rules for use of the Athletic Facilities and cross country trail. The rules may, by way of example, require proper footwear and prohibit bicycles, scooters, golf clubs and use between sunset and sunrise. The Town will require that participants in Easton youth sports programs agree to abide by the rules as a condition to being granted access to the Athletic Facilities and cross country trail.

**Access to University
Facilities and Faculty:**

The University will permit Town residents and students of Joel Barlow High School to park in parking lots owned or leased by the University for the purpose of visiting the University's library and IT Center and attending lectures, exhibits, music and drama performances and athletic competitions. As the University's programming and facilities grow, the Town residents and Joel Barlow High School students will be invited to skate at the University's ice skating rink and swim in the University's pool during times of non-intensive use, as mutually agreed-upon by the University and the Town. Details of access and fees have not been developed or approved by the Town of Fairfield, but such access and fees (if applicable) would be similarly offered to the Town of Easton residents and students of Joel Barlow High School. Participation may be conditioned upon presentation of proper identification and signature of customary waiver and release forms. The University will encourage its faculty and students to

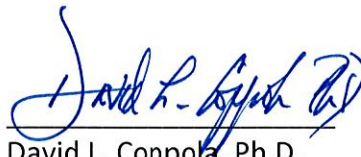
support programs that increase the participation of Joel Barlow High School students to the University's academic programs, cultural and athletic events, and facilities.

Not A Legally Binding Contract:

This Letter of Intent does not constitute an offer to consummate the transaction described herein. This Letter of Intent is solely a statement of the parties' mutual present intention with respect to the proposed transaction and does not purport to address all matters upon which agreement must be reached in order for the transaction to be consummated, nor is it intended by the parties to be a binding contract. The parties have no legal rights unless and until a Lease Agreement is negotiated and executed by the Town and the University. The terms of the Lease Agreement will be subject to approval by the Town boards and commissions having jurisdiction, including public comment.

If you have any questions this letter of intent, please do not hesitate to reach out to me.

Sincerely,



David L. Coppola, Ph.D.
Senior Vice President

ACCEPTED AND AGREED:
TOWN OF EASTON

By _____
David Bindelglass,
First Selectman

Date: _____

EXHIBIT A
Map Entitled *Proposed Improvements*

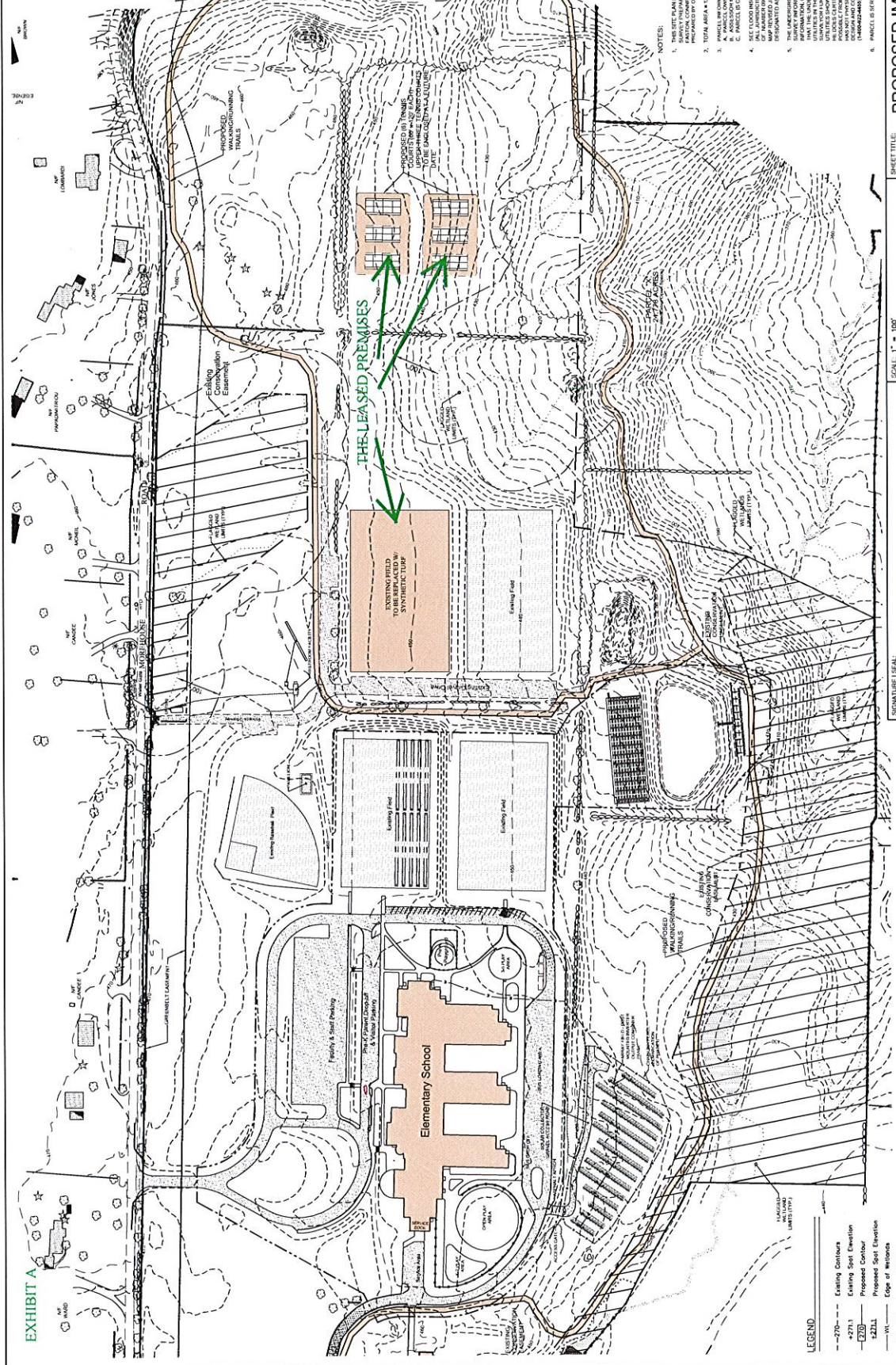
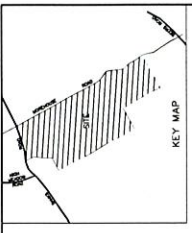


EXHIBIT A

DATE

INVESTOR

NO. 1

DATE

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NO. 1

DATE

INVESTOR

PROPOSED IMPROVEMENTS
 - PREPARED FOR -
 TOWN OF EASTON
 515 MOREHOUSE ROAD
 EASTON, CONNECTICUT
 NOVEMBER 3, 2019

SHEET TITLE:
 TURF FIELD, TENNIS COURTS, WALKING TRAILS

SCALE: 1" = 100'
 0 100 200 300
 FEET

SHEET NO.:
 1 OF 1
 COMM. NO. 2019-0114
 EPI/PAV B-1/MAO
 PROJECT NO. 19-001
 CHECKED BY: AWB
 DWG NO.: 24-001

SIGNATURE & SEAL:

 MURRAY COOMAN, LICENSE # 2013

LEGEND
 --- 270' --- Existing Contour
 --- 270 --- Existing Spot Elevation
 --- 270 --- Proposed Contour
 --- 270 --- Proposed Spot Elevation
 --- W --- Edge of Existing Turf Field
 --- W --- Proposed Synthetic Turf Field
 --- 100' --- 100' Wetstone Retention

NOTES:
 1. THIS PLAN IS BASED ON THE 2018 MONOGRAPHIC CONTOUR SURVEY PREPARED BY TOWN OF EASTON, 515 MOREHOUSE ROAD, EASTON, CONNECTICUT 06026, DATED FEBRUARY 26, 2018, PREPARED BY SCHWAB ASSOCIATES, INC.
 2. TOTAL AREA = 172,599 SQUARE FEET.
 3. PARCELS ARE DIMENSIONED FROM THE CORNERS OF THE PARCELS.
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THE LEASED PREMISES
 EXISTING FIELD SYNTHETIC TURF
 PROPOSED IN TENNIS COURT (TYPE AND SIZE TO BE DETERMINED BY THE TOWN OF EASTON) DATE: _____

PROPOSED IMPROVEMENTS
 PROPOSED WALKING TRAILS
 PROPOSED TENNIS COURTS

EXISTING ELEMENTARY SCHOOL
 EXISTING PLAYGROUND
 EXISTING FIELD SYNTHETIC TURF

EXISTING PLAYGROUND
 EXISTING FIELD SYNTHETIC TURF
 EXISTING TENNIS COURTS

EXISTING PLAYGROUND
 EXISTING FIELD SYNTHETIC TURF
 EXISTING TENNIS COURTS

EXISTING PLAYGROUND
 EXISTING FIELD SYNTHETIC TURF
 EXISTING TENNIS COURTS

OCHMAN ASSOCIATES, INC.
 CONSULTING ENGINEERS & SURVEYORS
 P.O. BOX 78, EASTON, CONNECTICUT 06026
 PHONE (860) 258-0000
 FAX (860) 258-0001
 WWW.OCHMANASSOCIATES.COM
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