

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 21, 2024 and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich did enter into that certain Indenture of Lease dated December 22, 1999 with Artspace Norwich Limited Partnership, whereby the City of Norwich agreed to lease twelve (12) parking spaces on property known as 86-108 Franklin Street; twenty-two (22) parking spaces on property known as 32-34 Chestnut Street; forty (40) parking spaces on property known as 113-121 Franklin Street and sixteen (16) parking spaces on property known as 64-68 Chestnut Street ; and

WHEREAS, the term of the Lease was for a period of eighty (80) years; and

WHEREAS, Artspace Norwich Limited Partnership has since assigned its Lease to 35 Chestnut, LLC; and

WHEREAS, the City of Norwich has determined that there is a need for additional spaces in the parking lot located at 32-34 Chestnut Street for parking; and

WHEREAS, 35 Chestnut, LLC has agreed to terminate its current Lease with the City of Norwich and enter into a new Lease whereby the City of Norwich will lease seventeen (17) parking spaces on property knowns as 86-108 Franklin Street; forty (40) parking spaces on property located at 113-121 Franklin Street and eighteen (18) parking spaces on property located at 64-68 Chestnut Street.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that the proposed Lease Agreement between the City of Norwich and 35 Chestnut, LLC, a copy of which is attached hereto, be approved as to general form, content and purpose but subject to final approval by Corporation Counsel; and

NOW THEREFORE BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City Manager, John L. Salomone be and hereby is authorized and directed to execute on behalf of the City of Norwich said Lease Agreement as approved by Corporation Counsel.

LEASE

THIS LEASE, made this 1st day of August, 2024, the date of execution notwithstanding, by and between THE CITY OF NORWICH, a municipal corporation organized and existing under the laws of the State of Connecticut, whose mailing address is 100 Broadway, Norwich, CT 06360, hereinafter called the "CITY", and 35 Chestnut, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, having an address of 5314-16th Avenue, Unit 218, New York, NY 11204, hereinafter called the "TENANT".

WITNESSETH:

1. PREMISES

In consideration of the rents, covenants and agreements hereinafter set forth, CITY does hereby demise and lease to TENANT, and TENANT does hereby take and hire from CITY, those certain seventeen (17) parking spaces situated on property known as 86-108 Franklin Street ("Lot A"), which parking spaces are outlined in yellow on Exhibit A, that certain property known as 113-121 Franklin Street ("Lot B"), containing forty (40) parking spaces, which parking spaces are outlined in green on Exhibit A, those certain eighteen (18) parking spaces situated on property known as 64-68 Chestnut Street ("Lot C"), which parking spaces are outlined in red on Exhibit A, and any and all improvements which now are or hereafter constructed thereon, together with easements and appurtenances thereunto belonging or appertaining, (collectively referred to herein as the "Leased Premises"). Accordingly, the CITY is hereby providing seventy-five (75) parking spaces to the TENANT. All of the parking spaces are delineated on the site plan attached hereto as Exhibit A. Further descriptions of the parcels containing Lots A, B and C are attached hereto as Exhibits B-1, B-2 and B-3 respectively, and made a part hereof by reference.

During the term of this Lease, if TENANT requests a reduction in the number of spaces required and said request is approved by the zoning board of the CITY, the CITY reserves the right to determine the location of the relinquished spaces.

2. DEFINITIONS

- a. "Artspace Users" shall mean TENANT, its authorized representatives, employees, contractors, business invitees, guests and tenants.
- b. The "Effective Date" of this Lease shall be August 1, 2024.
- c. "Lease Year" shall be defined as each successive period of twelve (12) consecutive calendar months commencing on the first day of August of each year during the term hereof and ending on July 31 of each year of the term hereof.

- d. "Leased Premises" shall be defined as set forth in Article 1 above.
- e. "Lot A" shall mean the seventeen (17) parking spaces directly to the south of the Property situated on property known as 86-108 Franklin Street.
- f. "Lot B" shall mean the forty (40) parking spaces shown as Lot B on Exhibit A attached hereto, situated on the property known as 113-121 Franklin Street.
- g. "Lot C" shall mean the eighteen (18) parking spaces shown as Lot C on Exhibit A attached hereto, situated on the property known as 64-68 Chestnut Street.

3. TERM

The term of this Lease shall be for a period commencing August 1, 2024 until July 31, 2027. This Lease may be renewed for two (2) additional three (3) year periods beginning August 1, 2027. Such option to extend shall be exercised by the Tenant by giving written notice to the City at least six (6) months prior to the expiration of the terms.

4. RENTAL

TENANT shall pay to CITY, at CITY's address shown above, or at such other address as CITY may from time to time designate in writing, a fixed annual rental of Thirty-Three Thousand Six Hundred and 00/100 (\$33,600.00) Dollars, payable in equal consecutive monthly installments of Two Thousand Eight Hundred and 00/100 (\$2,800.00) Dollars, commencing on August 1, 2024, and payable on the first day of each calendar month during the term of this Lease.

If TENANT exercises its option pursuant to Paragraph 3 above, the rental amount will be determined as follows: Commencing with the first day of the exercised Renewal Option, the Rent shall be an annual amount equal to Thirty-Three Thousand Six Hundred and 00/100 (\$33,600.00) Dollars, increased by the percentage change in the Consumer Price Index (CPI) for the month of July 2027, and the Consumer Price Index (CPI) for the month immediately preceding the month in which the Renewal Option Period commences. The Rent, determined in accordance with this Paragraph shall be payable in equal monthly installments, in advance, on the first day of each month during the Renewal Option Period. As used herein, the Consumer Price Index (CPI) shall mean the Consumer Price Index issued by the U.S. Department of Labor for the Northeast Urban Region, Size B/C, or any replacement thereof.

If the CPI shall become unavailable to the public because publication is discontinued, or otherwise, Landlord will substitute therefore a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or a university or a recognized financial publication shall be substituted.

5. INSURANCE

A. TENANT's Covenants. TENANT hereby covenants and agrees at all times during the original term of this Lease and any renewal term to maintain and keep in force comprehensive general liability insurance against all claims for personal injury, death, or property damage occurring on the Leased Premises with minimum limits of liability of Two Million Dollars (\$2,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) property damage. TENANT shall furnish certificates of insurance to CITY as the same shall be requested in writing from time to time by CITY. All such insurance policies may be maintained under a "blanket insurance policy" of TENANT. TENANT shall defend, indemnify and save harmless CITY and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' and attorneys' fees, which may be imposed upon or incurred by or asserted against CITY and/or its agents by reason of any of the following occurring during the Term: (a) any work or thing done on the Leased Premises or any part thereof by or at the instance of TENANT, its agents, contractors, subcontractors, servants, employees, licensees or invitees; (b) any negligence or otherwise wrongful act or omission on the part of TENANT or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; (c) any accident, injury or damage to any person or property occurring in, on or about the Leased Premises or any part thereof, or vault, passageway or space adjacent thereto; (d) any failure on the part of TENANT to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. In case any action or proceeding is brought against CITY by reason of any such claim, TENANT upon written notice from CITY shall at TENANT's expense resist or defend such action or proceeding by counsel approved by CITY in writing, which approval CITY shall not unreasonably withhold.

B. CITY's Covenants. CITY hereby covenants and agrees at all times during the original term of this Lease and any renewal term to maintain and keep in force comprehensive general liability insurance against all claims for personal injury, death, or property damage occurring on the Leased Premises with minimum limits of liability of Two Million Dollars (\$2,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) property damage. CITY shall furnish certificates of insurance to TENANT as the same shall be requested in writing from time to time by TENANT. All such insurance policies may be maintained under a "blanket insurance policy" of CITY. CITY shall defend, indemnify and save harmless TENANT and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' and attorneys' fees, which may be imposed upon or incurred by or asserted against TENANT and/or its agents by reason of any of the following occurring during the Term: (a) any negligence or otherwise wrongful act or omission on the part of CITY or any of its agents, contractors,

subcontractors, servants, employees, subtenants, licensees or invitees; and (b) any failure on the part of CITY to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with. In case any action or proceeding is brought against TENANT by reason of any such claim, CITY upon written notice from TENANT shall at CITY's expense resist or defend such action or proceeding by counsel approved by TENANT in writing, which approval TENANT shall not unreasonably withhold.

6. ASSIGNMENT, SUBLETTING, ETC.

TENANT may not assign or sublease or otherwise transfer any interest in the Leased Premises, its operation conducted or to be conducted thereon, or any portion of the Leased Premises without the prior written consent of the CITY, which consent shall be in the sole and absolute discretion of the CITY in each instance. A failure of TENANT to comply with the terms of this paragraph shall be default under paragraph 11 of this Lease.

7. LIENS NOT PERMITTED

TENANT shall not, at any time, suffer or permit the attachment to the Leased Premises of any lien for work done or materials furnished in connection with the improvement, maintenance, repair and/or alteration of the Leased Premises by TENANT. If any such lien attached to the Leased Premises and is not discharged or released within sixty (60) days from the date of receipt by TENANT of written notice of same by CITY, CITY may, at its option, pay to the lien claimant the amount of such lien and notify TENANT of such payment, in which event such amount shall be immediately due and payable by TENANT and shall bear interest at the rate of eight percent (8%) per annum; provided, however, that if TENANT desires to contest said lien, TENANT shall furnish to CITY a bond written by a surety company licensed to do business in the state in which the Leased Premises are located or other security satisfactory to CITY for an amount of at least equal to the amount of the lien for the CITY's protection against all loss or expense on account of such asserted lien during the period of contest.

8. USE AND OCCUPANCY

TENANT shall use and/or occupy the parking spaces located on the Leased Premises for the parking of motor vehicles and bicycles in a careful, safe and proper manner, and will comply with all lawful requirements of all valid laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and/or occupancy of the Leased Premises. CITY hereby represents that the intended use of the Leased Premises by TENANT is permitted under applicable zoning regulations.

9. SURRENDER OF PREMISES

TENANT will deliver up and surrender possession of the Leased Premises to CITY upon the expiration of this Lease, any renewal or extension hereof, or its termination in any way in the condition and state of repair then existing.

10. DEFAULT BY TENANT

If TENANT shall fail to pay any installment of rent promptly on the day the same shall become due and payable hereunder, and such failure shall continue for a period of ten (10) days after receipt by TENANT by written notice thereof from CITY, or if TENANT shall fail to keep and perform promptly any other affirmative covenant of this Lease, in accordance with the terms of this Lease and such failure shall continue for a period of thirty (30) days after receipt by TENANT of written notice thereof from CITY, the CITY may avail itself of all remedies available at law or at equity. However, if the non-monetary default cannot with due diligence be cured prior to the expiration of thirty (30) days from the date of TENANT's receipt of the notice provided for above, and if TENANT commences within thirty (30) days after the date to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default, the CITY shall not have the right to declare this Lease terminated by reason of such default. In the event this Lease is terminated, CITY shall use best efforts to mitigate any damages.

11. WARRANTY OF TITLE BY CITY

CITY hereby warrants, represents and covenants to TENANT that: (a) At the time of the execution by CITY of this Lease and until this Lease or other instrument giving constructive notice of this Lease is recorded, CITY is sole owner in fee simple absolute of the Leased Premises; (b) At the time of the execution by CITY of this Lease and until this Lease or other instrument giving constructive notice of this Lease is recorded, CITY has good and marketable fee simple title to the Leased Premises free and clear of all liens and encumbrances except taxes not yet due and payable and other exceptions to title; and (c) CITY has full right and power to execute this Lease and to lease the Leased Premises for the term provided in this Lease.

12. LEASED PREMISES AS PART OF CITY PARKING LOTS

Lots A and C are parts of larger parking lots as depicted on Exhibit A attached hereto and made a part hereof (hereinafter "CITY'S Parking Lots"), which CITY'S Parking Lots are situated upon the pieces of property more particularly described on Exhibits B-1, B-2 and B-3, respectively, attached hereto. CITY agrees that no fences or other obstructions prohibiting access to and from the Leased Premises and CITY'S Parking Lots shall be constructed during the original term of the Lease; that TENANT, its tenants, employees, and invitees shall have exclusive parking rights on the Leased Premises; that there are sufficient parking spaces on CITY'S Parking Lots, excluding

the Leased Premises to meet the requirements of any laws, ordinances and regulations applicable to CITY's use of the CITY'S Parking Lots; that TENANT, its employees, customers and invitees shall have the non-exclusive rights of ingress and egress in, on and over CITY'S Parking Lots to and from all streets, alleys and across ways adjacent to CITY'S Parking Lots.

13. REPAIRS AND MAINTENANCE

CITY agrees to make any and all repairs required to be made to the Leased Premises during the Term of this Lease, all at CITY's own cost and expense and without expense to the TENANT. All such repairs shall be made by CITY promptly and without delay. Repairs as used herein shall mean replacement whenever reasonably necessary. In addition, CITY agrees that it will be responsible for the maintenance of the Leased Premises, including without limitation, snow removal, sanding, ice removal, repaving and striping. CITY agrees to keep CITY's Parking Lots well maintained and in good repair and in a safe, clean and sanitary condition. CITY shall promptly perform all of its obligations hereunder so that Artspace Users have full use of the Leased Premises twenty-four (24) hours per day, seven (7) days per week.

14. LIGHTING OF LEASED PREMISES

CITY agrees that the Leased Premises shall be adequately lighted from dusk until dawn daily, the cost of which shall be borne solely by CITY.

15. QUIET ENJOYMENT

CITY hereby covenants and agrees that if TENANT shall not then be in default beyond any period for the cure thereof, TENANT shall, at all times during the original term of this Lease and any renewal term, have peaceable and quiet enjoyment and possession of the Leased Premises without any manner of molestation or hindrance from the CITY or any other person, firm or corporation. CITY further agrees that Artspace Users shall have access to the Leased Premises twenty-four (24) hours per day, seven (7) days per week.

16. DEFAULT BY CITY

If CITY shall breach any warranty or fail to perform any covenant required to be performed by CITY under the terms of this Lease and such breach or failure shall continue for a period of ten (10) days after receipt by CITY of written notice thereof from TENANT or if CITY shall fail to pay any sums due to TENANT hereunder, and such failure shall continue for a period of fifteen (15) days after receipt by CITY of written notice thereof from TENANT then TENANT may, in addition to any of TENANT's other rights set forth elsewhere in this Lease, (a) cure any default or breach of warranty of CITY hereunder, and perform any covenants which CITY has failed to perform, and any sums expended by TENANT in curing such default or breach of warranty and performing such covenants shall be paid by CITY to TENANT immediately upon demand, shall bear interest at the rate of eight percent (8%) per

annum from the date of demand, and may be offset by TENANT against future rentals; (b) bring suit to recover from CITY all sums due TENANT from CITY together with interest at the rate of eight percent (8%) per annum thereon.

17. TENANT'S SIGNS

TENANT shall have the right to install and maintain upon the Leased Premises any signs, pavement markings or other installations which its deems appropriate, expressly including signs indicating that the parking spaces are reserved for Artspace Users.

18. APPROPRIATION

CITY agrees that it shall not take or condemn the Leased Premises or any access thereto without providing substitute parking spaces and access reasonably satisfactory to TENANT and any Mortgage Lender. In no event shall the CITY take or condemn the parking spaces situated in Lot A.

In the event that ingress to and/or egress from the Leased Premises is in any way blocked or partially blocked as a result of any road construction or other improvements, CITY agrees to make alternative means of ingress and/or egress, as applicable, available to TENANT until such time as such construction or improvements are completed.

19. RELOCATION OF LEASED PREMISES

The CITY reserves the right to relocate the parking spaces situated on Lots A and C to different parking spaces located within the same distance from the Property as the existing parking spaces, and subject to the prior approval of TENANT and TENANT's mortgagees. Any costs of relocating such parking spaces, including but not limited to any improvements required to make the replacement parking spaces suitable, any costs of informing TENANT's tenants of such relocation, and any reasonable attorneys' fees incurred by TENANT as a result of any modification to the TENANT's mortgage documents required as a result of such relocation, shall be borne by CITY.

20. FORCE MAJEURE

In any case where either party hereto is required to do any act (other than the TENANT'S obligation to commence payment of rent or to thereafter pay rent or additional rent under this Lease), the time for such performance shall be extended by the period of delays caused by fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond the reasonable control of such party.

21. APPLICABLE LAW AND CONSTRUCTION

This Lease shall be governed by and construed in accordance with the laws of the State of Connecticut. If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease.

22. ACCESS TO PREMISES BY CITY

CITY shall have access to the Leased Premises at all reasonable hours and upon reasonable notice during the original term of this Lease and any renewal terms for the purpose of complying with the terms of this Lease; provided, however, that CITY shall not interfere in any way with the business of TENANT. TENANT shall be permitted to take whatever steps are necessary with the full cooperation of CITY, in order to insure that the parking spaces which are or will be placed upon the Leased Premises are used exclusively by Artspace Users, including but not limited to the erection of signs indicating that the spaces are reserved for Artspace Users.

23. INJUNCTION

In addition to all other remedies, CITY and TENANT are entitled to the restraint by injunction of all violations, actual, attempted or threatened of any covenant, condition or provision of this Lease.

24. NON-WAIVER

The failure of the CITY or TENANT to enforce any of the rights given to it under this Lease by reason or the violation of any of the covenants in this Lease to be performed by TENANT or CITY shall not be construed as a waiver of the rights of the CITY or TENANT to exercise any such rights as to any subsequent violations of such covenants, or as a waiver of any of the rights given to the CITY or TENANT by reason of the violation of any of the other covenants of this Lease.

25. HOLDING OVER

In the event TENANT remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new lease, TENANT shall be deemed to be occupying the Leased Premises as a tenant from month to month at a rental equal to the monthly rental provided for herein and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable to month to month tenancy.

26. RECORDABLE LEASE

CITY agrees that upon request from TENANT, CITY will promptly execute and deliver to TENANT a memorandum or short form lease (hereinafter "Memorandum of Lease"), prepared by TENANT, to be recorded in the Norwich Land Records.

27. CONSTRUCTION OF LEASE

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "CITY" and "TENANT" shall be deemed to include the heirs, personal representatives, legal representatives, successors, subtenants and assigns of said parties, unless the context excludes such construction.

28. INVALIDITY OF PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

29. HAZARDOUS WASTE

CITY hereby represents, covenants and warrants to TENANT that to the best of its knowledge and belief (i) CITY has not used the Leased Premises for the storage, treatment, generation, production or disposal or any toxic or hazardous waste, material or substance nor does CITY have knowledge of such use by others; (ii) CITY has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on the Leased Premises or which would affect the Leased Premises; (iii) no event has occurred with respect to the Leased Premises which would constitute a violation of any applicable environmental law, ordinance or regulation; (iv) CITY has not received any notice from any governmental authority or other agency concerning the removal or any toxic or hazardous waste, material or substance from the Leased Premises; and (v) CITY has disclosed to TENANT the location of all underground storage tanks on the Leased Premises (if any). CITY shall provide TENANT with a copy of any and all notices or communications which it receives or has received which suggest that potential environmental problems may exist on the Leased Premises.

If any federal, state, county or municipal governmental agency, authority or instrumentality issues or asserts any environmental or other lien, order or decree related to toxic or hazardous wastes, materials or substances on or affecting the Leased Premises and/or the removal or neutralization of any toxic or hazardous waste,

material or substance stored, generated, manufactured or disposed of on the Leased Premises and if (a) CITY does not pay, satisfy or remove any said environmental lien on the Leased Premises or commence activity sufficient to comply with said order or decree within thirty (30) days from the date of said environmental lien or issuance of said order or decree, and (b) as a result of said environmental lien, order or decree, TENANT or TENANT's operation of the Leased Premises is adversely affected, then TENANT may terminate this Lease following thirty (30) days written notice to CITY, unless said lien, order or decree is a direct result of TENANT's operations. In the event that (I) the CITY, or any other entity, precludes or initiates environmental remediation activities which preclude the TENANT'S use of the Leased Premises or any portion thereof for more than five (5) consecutive days, or (II) the TENANT terminates this Lease pursuant to the provisions contained in this section, the CITY shall provide substitute paved parking spaces reasonably acceptable to the TENANT and any Mortgage Lender.

30. BROKER

CITY represents and warrants that no broker was responsible for this transaction.

31. SERVICE OF NOTICE

Notices hereunder shall be in writing signed by the party serving the same and shall be sent by Registered or Certified U.S. Mail, Return Receipt Requested or by overnight courier, postage prepaid, and (a) if intended for TENANT, shall be addressed to:

35 Chestnut LLC
Attn:
5314-16th Avenue, Unit 218
New York, NY 11204

With copies to:

and (b) if intended for CITY, shall be addressed to:

City of Norwich
100 Broadway
Norwich, CT 06360

With a copy to:

Michael E. Driscoll, Esq
Brown Jacobson PC
22 Courthouse Square
Norwich, CT 06360

or to such other addresses as either party may have furnished to the other from time to time as a place for the service of notice. Any Notice so mailed shall be deemed to have been "given" as of the time said Notice is deposited in the U.S. certified or registered mail or deposited with an overnight courier, and shall be deemed "delivered", "received" or "actually received" or words of similar import upon receipt by the party intended to be given said Notice.

32. ESTATE IN LAND

It is the intention of the CITY to create, in favor of TENANT, a leasehold estate in land, which estate shall be vested in TENANT from the date of execution hereof and shall continue for the full original term and all renewal terms of this Lease. Said estate in land shall be subject to divestment only by reason of TENANT's election not to exercise its right of renewal or by reason of the earlier termination of this Lease by one of the parties hereto in accordance with the provisions of this Lease.

33. SURVIVAL OF LEASE COVENANTS

The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, successors or assigns, and shall run with the land.

34. EXAMINATION OF LEASE

Each party acknowledges that it has relied upon its own examination of this Lease and the provisions hereof, as well as the representatives of its own counsel. The parties acknowledge that this Lease has been prepared by a joint effort of both parties and therefore, there shall be no presumption in favor of either the CITY or TENANT, and this Lease shall not be construed against either party.

35. HEADINGS

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

36. ENTIRE AGREEMENT

All prior negotiations, representations and understandings regarding the Leased Premises are merged into this Lease which contains the entire agreement between the parties. Any agreement hereafter made shall be ineffective to change, modify or discharge the Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. The submission of any unexecuted copy of this Lease shall not constitute an offer to be legally bound by any provision of the document submitted either currently or

in the future; and no party shall be bound by this Lease until it is fully executed and delivered by both parties.

-Signature pages to follow-

Signed by CITY this ____ day of ____ 2024.

WITNESSES:

CITY OF NORWICH

By: _____
John L. Salomone
Its City Manager

STATE OF CONNECTICUT)
)
COUNTY OF NEW LONDON)

ss: _____, 2024

Personally appeared, John L. Salomone, City Manager of the City of Norwich, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of the said City of Norwich, before me.

Commissioner of the Superior Court

WITNESSES:

TENANT:
35 CHESTNUT LLC

By:
Its Member

STATE OF CONNECTICUT)
)
COUNTY OF)

ss: _____, 2024

Personally appeared the Member/Manager of 35 Chestnut LLC, who
acknowledged the foregoing to be his free act and deed and the free act and deed of
said limited liability company and limited partnership, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 21, 2024 and that the same has not been amended or rescinded:

WHEREAS, the existing Ambulance Service Agreement between the City of Norwich and American Ambulance Service, Inc. expires on November 3, 2024; and

WHEREAS, the City of Norwich and American Ambulance Service, Inc., now part of the Emergency Medical Services Network of Hartford HealthCare, propose to enter into a new Ambulance Service Agreement to run for a term from November 4, 2024 to June 30, 2026, a copy of the Ambulance Service Agreement attached to this Resolution as Exhibit A; and

WHEREAS, the City of Norwich and American Ambulance Service, Inc. anticipate that there will be continued discussions during the term of this Agreement to further evaluate the needs for and provision of ambulance services to the City of Norwich on the part of both parties; and

WHEREAS, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich to enter into the proposed Ambulance Service Agreement between the City of Norwich and American Ambulance Service, Inc., for a term to run from November 4, 2024 to June 3, 2026.

NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF NORWICH, the

City Manager John Salomone be and hereby is authorized and directed to enter into, execute, and deliver on behalf of the City of Norwich this new Ambulance Service Agreement with American Ambulance Service, Inc. in a form satisfactory to him and substantially consistent with the Ambulance Service Agreement attached hereto as Exhibit A

Exhibit A

AMBULANCE SERVICE AGREEMENT
between
AMERICAN AMBULANCE SERVICE, INC.
and
THE CITY OF NORWICH

Term: November 4, 2024 to June 30, 2026



Hartford HealthCare 
Emergency Medical Services Network
AMERICAN AMBULANCE

AGREEMENT

This Agreement, made and entered into as of November 4, 2024, by and between American Ambulance Service, Inc., a Connecticut Corporation, licensed by the State of Connecticut as an advanced life support, Emergency Medical Service (EMS) organization, having its office and principal place of business at One American Way, Norwich, Connecticut hereinafter called "American Ambulance", acting herein by Donna Handley, its, hereunto duly authorized, and the City of Norwich, a municipal corporation organized and operating under the laws of the State of Connecticut, located in the County of New London and the State of Connecticut, having its office and principal place of business at 100 Broadway, Norwich, Connecticut and acting herein by John Salomone, its City Manager, hereunto duly authorized. This agreement is for the provision of certain services and American Ambulance shall at all times remain an independent contractor of the City.

WITNESSETH:

WHEREAS, the State of Connecticut, under the authority of Chapter 368D of the Connecticut General Statutes, as amended, established a policy for the development and regulation of Emergency Medical Services; and

WHEREAS, pursuant to such policy, the State of Connecticut, through its Department of Public Health, Office of Emergency Medical Services, has promulgated regulations which set standards for the operation of emergency medical services and invalid coach vehicles; define and enforce circumstances under which Emergency Medical Service shall be offered within the State of Connecticut; and empowers the Commissioner of Health to designate the primary Emergency Medical Services provider at various levels; and

WHEREAS, pursuant to Chapter III of the Charter of the City of Norwich and Sections 7-148(c)(4)(d) and 7-148(c)(7)(H)(xi) of the Connecticut General Statutes, as amended, the City of Norwich is empowered to protect the public health and develop a municipal Emergency Medical Service system, and

WHEREAS, American Ambulance is the owner and operator of an ambulance service, and

WHEREAS, American Ambulance currently provides certain ambulance services within the City of Norwich pursuant to the terms of an agreement effective November 4, 2014 with the City, and

WHEREAS, the City desires to have American Ambulance continue to assume the obligation of responding to all ambulance calls originating within the City of Norwich.

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements hereinafter set forth, it is hereby stipulated and agreed between the parties hereto as follows:

1. COMPENSATION

A. Commencing November 4, 2024, and continuing through June 30, 2026 unless earlier terminated as hereafter provided for, American Ambulance will furnish ambulance service in said City as herein set forth in the consideration of the payment by the City to American Ambulance as follows:

November 4, 2024	June 30, 2026	\$153,038.00
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B. Said payment shall be made on or before August 15, 2025.

C. It is understood and agreed that American Ambulance shall have the right, regardless of whether the ambulance call is made by a City officer or employee or otherwise, to charge any person to whom it renders ambulance service and in no event shall the City, its officers, representatives, agents, or employees be liable for the payment of such charge for ambulance service unless such individual is the direct recipient of such services. For the purposes of this Agreement, "ambulance service" shall include all levels of medical transportation services.

D. American Ambulance shall not charge the City of Norwich for any standby service it may provide to the City at the request of its Fire or Police Departments when not in conflict with its primary service obligations.

2. TERM OF AGREEMENT

The term of this Agreement shall be for a period commencing November 4, 2024 and ending June 30, 2026 unless earlier terminated as hereafter provided for.

3. SCOPE OF SERVICE

A. It is understood and agreed that American Ambulance will respond to all ambulance calls by whomsoever made involving accidents or illness occurring within the limits of the City of Norwich and render ambulance service as required in accordance with the terms of this Agreement.

B. It is understood and agreed that such ambulance service shall be rendered by American Ambulance on a twenty-four (24) hour a day basis for each day of the term of this agreement.

C. American Ambulance agrees to equip and operate two (2) fully licensed, fully staffed and certified ambulances at its sole cost and expense to furnish such ambulance service. One (1) of said ambulances shall be certified and equipped at the ALS service level and one (1) of said ambulances may be certified and equipped at the ALS or BLS service level. Such ambulances and equipment shall, before being used, be approved by the appropriate state, federal and local officials. American Ambulance agrees to staff and operate both one (1) of said ambulances on a twenty-four (24) hour a day basis as per paragraph 3B above.

D. American Ambulance agrees to hire a sufficient number of drivers and attendants certified EMTs and licensed paramedics to operate its ambulances, such drivers and attendants certified EMTs and licensed paramedics to receive appropriate training in accordance with applicable state and federal statutes and regulations and local municipal ordinances.

E. The City Police Department functions as the Public Safety Answering Point, however, it is understood and agreed that the City has designated American Ambulance as the primary answering point for all emergency medical calls for service, therefore American Ambulance will provide Emergency Medical Dispatch (EMD) in accordance with state statute and regulation.

4. RIGHTS AND OBLIGATIONS OF AMERICAN AMBULANCE

A. American Ambulance agrees to house the ambulances serving Norwich within the City limits at One American Way or such other properties as are from time to time owned or occupied by American Ambulance.

B. American Ambulance agrees to keep a record of all ambulance service rendered and whether or not such services are paid for; and such records shall be open to reasonable inspection by the City Manager, or his authorized representative, subject to and in accordance with State and Federal statutes and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as revised.

C. American Ambulance agrees to revise, on a regular basis as specified by State Statutes and Regulations, the Norwich Emergency Medical Services Plan, in conjunction and in agreement with the City, and in accordance with said State Statutes and Regulations.

D. American Ambulance agrees its rights and obligations hereunder may only be assigned, sold or transferred to a qualified and properly licensed or certified provider of emergency services and then only with the prior written consent of the City, which consent shall not be unreasonably delayed or withheld.

E. It is mutually agreed between the parties that the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

F. American Ambulance retains the right to seek approval of billing rate increases during the term of this Agreement from the Department of Public Health, Office of Emergency Medical Services or other state agency having jurisdiction over the same.

G. American Ambulance agrees to participate in all Emergency Management activities, including planning and disaster response simulations if such activities are not in conflict with its service obligations.

H. American Ambulance agrees to participate in programs to inform the public about Emergency Medical Service issues and programs and to encourage the public to become trained in basic Emergency Medical Service procedures. American Ambulance agrees to make its resources and personnel available for such programs when not in conflict with its service obligations.

5. RIGHTS AND OBLIGATIONS OF THE CITY OF NORWICH

A. The City and its authorized officers shall have the right and privilege at all reasonable times to inspect the ambulances and equipment of American Ambulance.

B. The City agrees that during the term of this Agreement or any extension thereof, it shall maintain E-911 emergency telephone numbers twenty-four (24) hours per day for each day of the term of this agreement and shall immediately forward all EMS calls for ambulance services received at said numbers to American Ambulance exclusively so that American Ambulance may fulfill its obligations under this agreement. The City will also undertake to use its best efforts to encourage its residents to use E-911 in medical emergencies. Additionally, the City agrees to work with American Ambulance in efforts designed to make residents and entities within Norwich familiar with American Ambulance's services.

C. The City may, upon request, participate in regulatory hearings on behalf of American Ambulance to secure licensing and certification related to this Agreement and may appear on behalf of American Ambulance to support rate increases and/or additional permits that may be required from time to time.

D. American Ambulance agrees that the City Manager or his designee shall have the specific authority and responsibility to:

1. Review and investigate complaints concerning American Ambulance;
2. Evaluate the performance of the parties with respect to the terms of this Agreement; and
3. Advise American Ambulance as to steps that might be taken to improve the delivery of Emergency Medical Services.

6. INSURANCE AND INDEMNIFICATION

A. American Ambulance agrees and undertakes to indemnify, defend and save harmless the City from any and all liability, claims, right of action and demands for damages by reason of any personal injury or property damage arising out of American Ambulance's performance of its obligations under this Agreement or breach of same or in any way connected with it or its equipment.

B. American Ambulance agrees to maintain during the term of this Agreement comprehensive general automobile liability insurance of not less than \$1,000,000.00 combined single limit as well as \$2,000,000.00 professional liability and malpractice insurance coverage with a carrier licensed to transact business in the State of Connecticut; the City is to appear on said policies as an additional insured and American Ambulance shall furnish the City with certificates of such insurance upon request.

C. Said policy(s) shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the City having been given thirty (30) days prior written notice. In addition, American Ambulance shall maintain Workers' Compensation and Unemployment Compensation insurance as required by the State of Connecticut.

7. TERMINATION OF AGREEMENT

A. In the event American Ambulance shall fail to fulfill in a timely manner its obligations under this Agreement, or if American Ambulance should violate any of the material covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement.

B. The City shall exercise the above stated right to terminate this Agreement by giving written notice of its intention to so terminate not less than sixty (60) days prior to the date of termination. Said notice must be based on material breach of this Agreement. American Ambulance shall have thirty (30) days after receipt of said notice to undertake substantial correction of the specified violation or violations. Upon failure to do so to the satisfaction of the City, within the specified time, the City may designate alternative Emergency Medical Service and American Ambulance shall cease and desist from responding to Emergency Medical Service ambulance calls within the City in accordance with applicable State Statutes and Regulations.

C. The failure of the City to invoke any remedy available to it shall not constitute a waiver of its right to respond to the same or similar violations. The selection of a remedy other than termination shall not bar the City from subsequently terminating this Agreement, for, the same cause or for related or unrelated causes, whether arising before, at the time as, or after the cause resulting in the use of a remedy other than termination under this section.

8. NOTICES AND COMMUNICATION

All notices sent and communications made under this Agreement shall be deemed satisfactory if sent by prepaid certified mail.

In the case of the City to:

City Manager
City of Norwich
100 Broadway
Norwich, CT 06360

In the case of American Ambulance to:

President
American Ambulance Service, Inc.
One American Way
Norwich, CT 06360

Or to such other address as American Ambulance may direct by notice to the City.

9. EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of the Agreement, American Ambulance agrees that discrimination shall not be permitted by or against any person because of race, color, religion, age, sex, marital status, national origin, ancestry, physical disability, gender identity, veteran status, and genetic information, or sexual orientation in any manner

prohibited by statutes, ordinances, rules, or regulations of the United States, State of Connecticut, or City of Norwich.

B. American Ambulance further agrees to state in all solicitations or advertisements for employees placed by or on behalf of American Ambulance, that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, marital status, national origin, ancestry, physical disability, gender identity, veteran status, and genetic information, or sexual orientation.

10. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire Agreement between the City and American Ambulance and shall supersede all previous communications, representations, or agreements, either oral or written, and no agreement or understanding varying or extending the same may be binding upon either party hereto unless in writing and signed by a duly authorized representative in which writing this Agreement shall be specifically referred to and any such variance or extension shall be attached hereto and made a part of this original Agreement.

11. SEVERABILITY

Nothing in this Agreement is intended to conflict with applicable federal, state or city laws, regulations or ordinances. If the terms of this Agreement are inconsistent with applicable laws or ordinances, then those portions of this Agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions of this Agreement not affected by any inconsistency shall remain in full force and effect. At the first opportunity for review of this Agreement after a determination by a Court of competent jurisdiction, of the invalidity of said clause, such changes to that clause or portion only, shall be reviewed and as are deemed necessary to comply with the applicable law, will be accomplished by an amendment to this Agreement.

STATE OF CONNECTICUT }

} ss: Norwich

October , 2024

COUNTY OF NEW LONDON }

Personally appeared Donna Handley, _____ of American Ambulance Service, Inc. and as such signer and sealer of the foregoing instrument acknowledge the same to be her free act and the free act and deed of American Ambulance Service, Inc. before me this day of October, 2024.

Commissioner of the Superior Court

Approved as to form and legality

On: _____

Corporation Counsel

City of Norwich, Connecticut

Dated at Norwich, Connecticut this 23rd day of October, 2024.

ATTEST: *Roseanne Muscarella*
Roseanne Muscarella
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 21, 2024 and that the same has not been amended or rescinded:

WHEREAS, the City Manager John L. Salomone has appointed with Council approval as a **regular member** to the Harbor Management Commission for a term to expire on December 3, 2025 or until a successor is appointed;

Robert Phoenix (D)

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Norwich hereby acknowledges the appointment of the above named to the Harbor Management Commission.

Dated at Norwich, Connecticut this 23rd day of October, 2024.

ATTEST: 
Roseanne Muscarella
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 21, 2024 and that the same has not been amended or rescinded:

Relative to the approval of the Public Works Supervisors, NAGE collective bargaining unit agreement and the related budget changes to fiscal year 2024-25.

RESOLVED, Collective Bargaining Agreement between the City of Norwich and Public Works Supervisors National Association of Government Employees (NAGE) (“PW Supervisors”), covering the period between July 1, 2024 through June 30, 2028, be, and the same hereby is, approved in accordance with the provisions of Connecticut General Statutes, Section 4-474; and further, that the City Manager, John L. Salomone, be, and hereby is, authorized and directed to execute the same in the name of the City.

RESOLVED, that the following 2024-25 General Fund budget transfers be made related to the settlement of the PW Supervisors’ collective bargaining unit agreement:

Department/ Division	Org	Budget Transfer Needed
PW Streets	10430300	6,093
PW Fleet Maintenance	10431300	3,263
PW Building Maintenance	10434700	2,877
Transfer out of Contingency		(12,233)

Dated at Norwich, Connecticut this 23rd day of October, 2024.

ATTEST: 
Roseanne Muscarella
City Clerk