

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by the Council of the City of Norwich at a meeting held on December 16, 2024 and that the same has not been amended or rescinded:

**WHEREAS**, the City of Norwich has been offered a parcel of property and the structure located thereon located at 300 Main Street and two vacant parcels located at 13 & 17 Arcadia Street, all parcels currently owned by Chelsea Groton Bank, for a price of \$800,000.00; and

**WHEREAS**, the Council of the City of Norwich has determined that the acquisition of said properties would be a benefit to the City of Norwich and approved of the purchase of the properties for \$800,000.00 and

**WHEREAS**, Chelsea Groton Bank has requested to lease back the property from the City of Norwich, subsequent to the sale of the property to the City of Norwich, for a period of six months, with the option to extend the lease for an additional thirty (30) days.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that City Manager, John Salomone, be and hereby is authorized to negotiate a purchase and sales agreement to acquire the properties described herein at a price of \$800,000.00, the terms of such purchase and sales agreement to be satisfactory to him, to enter into, execute, receive and deliver the initial purchase and sales agreement for the purchase of the properties with funding available from Bond Ordinance 1863 for the purchase of said properties, and to receive and record a deed from the Chelsea Groton Bank satisfactory to him for the properties and to prepare, execute, receive and deliver such other forms, correspondence, and documents as are necessary to complete the transaction, including but not limited to a Lease or other agreements with respect to the transactions described herein and the use of the properties.

**REAL ESTATE CONTRACT**

**REAL ESTATE CONTRACT ("Contract")** made on the \_\_\_\_ day December 2024 by and between **CHELSEA GROTON BANK, f/k/a Chelsea Groton Savings Bank**, a Connecticut mutual savings bank, with an office and principal place of business located at 904 Poquonnock Road, Groton, CT 06340 (the "**Seller**"), and **THE CITY OF NORWICH**, a Connecticut municipal corporation with an address and principal place of business located at 100 Broadway, Norwich, CT 06360 (the "**Purchaser**").

**WITNESSETH:**

**WHEREAS**, Seller is the owner of those certain pieces or parcels of land, and all of the improvements thereon, and appurtenances thereto, located in the Town of Norwich, County of New London and State of Connecticut, known as 300 Main Street (**Tax Assessor MBL 102/5/49**), 13 Arcadia Street (**Tax Assessor MBL 102/4/60**) and 17 Arcadia Street (**Tax Assessor MBL 102/4/62**), together with (i) all easements, covenants, privileges, agreements, rights, water rights, and any privileges, tenements, hereditaments and appurtenances thereto now or hereafter belonging to the property, (ii) rights of Seller in and to any land lying in the bed of any street in front of the property herein described, and (iii) all of the facilities, fixtures and permanent improvements of every kind or description, specifically excluding any items of personal property that may be removed by Seller without causing damage to buildings or improvements; and (iv) all office furniture on the Premises as of the date of execution of this Contract (collectively hereinafter referred to as the "**Premises**"). (It is agreed and acknowledged by the parties that all computer network equipment, devices and accessories (including all personal computers, workstations, servers, data processing hardware and related telecommunications equipment, tools and peripherals) are specifically excluded from the definition of Premises and shall remain the sole and exclusive property of Seller.); and

**WHEREAS**, Seller desires to sell and convey the Premises to Purchaser, and Purchaser desires to purchase the Premises from Seller, upon and subject to the terms and conditions hereinafter contained.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto intending legally to be bound do hereby agree as follows:

**ARTICLE I****SALE OF PREMISES**

**Section 1.1** **Sale.** In consideration of the "**Purchase Price**", as hereinafter defined, and the mutual promises contained herein, and subject to the terms and conditions hereof, the Seller agrees to sell and convey and the Purchaser agrees to purchase the Premises.

**ARTICLE II****PURCHASE PRICE**

**Section 2.1**            **Purchase Price and Payment.** The purchase price and consideration for the conveyance of the premises is **Eight Hundred Thousand and 00/100 (\$800,00.00) Dollars** ("Purchase Price") to be paid by Purchaser as follows (subject to adjustment as provided herein):

A.        **Deposit.** The sum of zero (\$0.00) Dollars, as an initial deposit to be applied to the Purchase Price.

B.        **Balance.** The sum of Eight Hundred Thousand and 00/100 (\$800,000.00) Dollars, constituting the balance of the Purchase Price, to be paid to Seller at time of Closing (as hereinafter defined) in immediately available funds by (i) bank or certified check made payable directly to Seller, or (ii) direct deposit in account or accounts of Seller, or in client funds account of Seller's attorney.

**Section 2.2**    **Mortgage Contingency.** Intentionally omitted.

### ARTICLE III

#### **CLOSING AND TITLE**

**Section 3.1**    **Closing.** The closing, transfer of title and possession of the Premises, free from all leases, tenancies and rights of persons or parties in possession, except as otherwise provided herein, shall be held at the offices of the Seller's counsel, Chinigo, Leone & Maruzo, LLP, 141 Broadway, Norwich, Connecticut, 06360, on or before December 31, 2024 (the "Closing").

**Section 3.2**    **Warranty Deed; Condition of Title.**

A.        The Seller shall deliver to the Purchaser at the time of Closing, concurrent with the payment of the Purchase Price, plus or minus closing adjustments, a full covenant Connecticut form of warranty deed using the property description of the Premises, above, and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this Contract, free and clear of any and all liens, encumbrances, conditions, easements and restrictions, and parties in possession, except for the following permitted exceptions:

1.        Any and all building lines, zoning and/or building regulations, ordinances, restrictions, limitations, and all other laws and regulations affecting the Premises and any laws, codes, regulations or ordinances as to the use, occupancy, subdivision or improvements of the Premises adopted or imposed by any governmental authority;
2.        The statutory lien for taxes payable to the city or town in which the Premises are located on the grand list of October 1, 2023;
3.        Covenants, restrictions, declarations, easements and agreements, if any, as of record;
4.        Any state of facts disclosed by a personal inspection and/or a survey of the premises;
5.        Claims of adverse possession and/or prescriptive easement rights over 13 Arcadia Street and 17 Arcadia Street by Douglas York, pending in Connecticut Superior Court, Case No. KNL-CV24-5025250-S.

B. No matter shall be deemed to be a defect in title if, under the Standards of Title of the Connecticut Bar Association, such matter does not render title unmarketable.

**Section 3.3. Post-Closing Use and Occupancy of the Premises by Seller.** It is agreed and acknowledged that the Seller shall continue to have sole and exclusive use, possession and occupancy of the Premises from the date of Closing until the earlier of the following: (a) Seller vacates the Premises; or (b) June 30, 2025, subject to one (1) extension of thirty (30) days at sole option of Seller. There shall be no use or rental payments due during Seller's period of use and occupancy of the Premises through June 30, 2025. If Seller remains in possession of the Premises after June 30, 2025, Seller shall be liable for use and occupancy payments to Buyer in the amount of \$139.00 per day. The Seller shall be responsible for payment of all utilities, routine maintenance and repair related to the Premises during Seller's period of use and occupancy. Seller shall maintain liability insurance on the Premises in the amount of no less than One Million (\$1,000,000.00 Dollars naming Purchaser as additional insured during its period of use and occupancy. The parties shall enter into a written use and occupancy agreement or lease containing such commercially reasonable and customary terms as may be required by counsel for Purchaser and Seller. Upon vacating the Premises, Seller shall leave all office furniture on the Premises on the date of this Contract and such items of personal property as may be mutually agreed by the parties.

## ARTICLE IV

### CLOSING ADJUSTMENTS AND OBLIGATIONS

#### **Section 4.1 Closing Adjustments and Obligations**

A. The following are to be apportioned at Closing as of the day of the Closing (the "Adjustment Date"):

1. Real estate taxes on the basis of the fiscal year for which assessed.
2. Water and Sewer Use charges (if any) on the basis of the fiscal year for which assessed, provided that any outstanding assessments for installation or connection to public water/sewer shall be paid in full by Seller at the time of Closing.
3. Such other apportionments and adjustments as are customarily apportioned for real property in Norwich, Connecticut, as determined by the publications and or rulings of the applicable local bar association.

B. If final adjustments for taxes, water and sewer charges or any other items are not fully or accurately available or determinable at Closing, such apportionment will be made at Closing based on the best information available at such times and readjusted after closing within thirty (30) days after all necessary information becomes available. This provision shall survive Closing.

#### **Section 4.2 Seller's Closing Documents and Obligations**

A. Seller shall deliver or cause to be delivered to Purchaser at the Closing:

1. Connecticut warranty deed duly executed and in proper form for recording sufficient to transfer and convey to Purchaser marketable fee simple title in and to the Premises;
2. The standard form as to the conveyance tax to be paid to any local municipality and a State of Connecticut Real Estate Conveyance Tax form, together with checks payable to the order of the appropriate taxing authorities for the amount of all conveyance taxes payable in connection with the conveyance of the Premises, if any;
3. A title insurance affidavit regarding the non-existence of mechanics' liens and parties in possession;
4. Such evidence of Seller's power and authority to consummate the transactions contemplated herein as Purchaser requests;
5. The appropriate affidavits (or Purchaser shall withhold a portion of the proceeds of sale) in compliance with the Foreign Investment in Real Property Tax Act (FIRPTA);
6. A 1099 form indicating the gross proceeds of the Closing, the tax identification number(s) of the Seller, and any other information required by Internal Revenue Code regulations;
7. Such other documents and affidavits as Purchaser, Purchaser's attorney and/or Purchaser's title insurance company (the "**Title Insurer**") may reasonably request.

**Section 4.3 Purchaser's Closing Obligations.**

- A. Purchaser shall deliver or cause to be delivered to Seller at the Closing:
  1. The Purchase Price, as adjusted in accordance with Section 4. 1.
  2. If applicable, Purchaser shall cooperate with Seller and execute and deliver any and all documents necessary in order for Seller to treat this sale as a 1031 exchange pursuant to and in accordance with applicable sections of the U.S. Internal Revenue Code.

**ARTICLE V.**

**ACCESS TO THE PREMISES BEFORE CLOSING**

**Section 5.1 Access.** From and after the date of this Contract, Purchaser and Purchaser's designees shall have access to the Premises from time to time as and when Purchaser shall deem necessary for the purpose of making such measurements, surveys, examinations, inspections, tests and analyses (visual, intrusive and otherwise), as Purchaser shall deem necessary or desirable. Any request for access shall be made to Seller at least twenty-four (24) hours prior to the requested time for access and provided that such access will not unreasonably interfere with the business operations of Seller.

Purchaser hereby agrees to hold Seller harmless from and to indemnify Seller against loss, damage, liability or proven claim resulting from such entry(s) by Purchaser. Purchaser, at its sole cost and expense, agrees to repair any damage done to the Premises in connection with the conduct, measurements, surveys, examinations, inspections, tests and analyses, and restore the Premises to

substantially the same condition. Purchaser agrees that in the event that the purchase and sale of the Premises contemplated under this contract does not occur, the Purchaser shall, upon request of Seller, provide Seller with copies of the results of all such surveys, examinations, inspections, tests and analyses performed on Purchaser's behalf on the Premises.

## ARTICLE VI.

### REPRESENTATIONS

#### **Section 6.1 Seller's Representations.**

Seller hereby represents and warrants to Purchaser that the following are true, complete and correct as of the date of this Contract.

A. This Contract has been duly authorized, executed and delivered by Seller and constitutes a legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

B. Seller has full power, capacity, authority and legal right to execute and deliver this Contract and to perform all transactions required of Seller for the performance of this Contract.

C. The execution and delivery of this Contract by Seller and the performance by Seller of its obligations herein and contemplated hereby do not (i) violate any present Federal, State or local law, rule or regulation, charter or bylaws (as applicable) or conflict with or result in a breach of the provisions of, or constitute a default under any indenture, franchise, permit, license, note, agreement or other instrument to which Seller is a party or by which Seller may be bound, or (ii) result in the creation or imposition of any lien, charge or encumbrance upon the Premises to be conveyed pursuant to this Contract.

D. Seller is the sole owner in fee simple of the Premises, and except for the Permitted Exceptions, Seller has good and marketable, indefeasible, absolute fee simple title to the Premises, free and clear of all defects, security interests, liens, encumbrances, easements, covenants, restrictions, reservations, conditions, encroachments, and any other matters whatsoever.

E. Neither the Premises, nor any part thereof is subject to any purchase contract, option, lease, right of first refusal, occupancy arrangement, right of first offer, management agreement, construction contract, or other contract, agreement or arrangement.

F. Except as disclosed in the Permitted Exceptions, there is no (i) action, dispute, claim, litigation, proceeding, labor dispute, arbitration, investigation or other proceeding at law or in equity pending or, to the best of Seller's knowledge, threatened against Seller with respect to the Premises or otherwise relating to the transactions contemplated by this Contract, and Seller neither knows nor has reasonable grounds to know of any basis for any such action relative to the Premises; and (ii) there are no decrees, injunctions or orders of any court or governmental department or agency outstanding against Seller with respect to the Premises.

G. No representation, warranty or statement by Seller contained in this Contract, or contained in any exhibit, certificate, schedule or other document furnished by Seller to Purchaser pursuant hereto or in connection with the transactions contemplated hereby, contains any untrue

statement of a material fact or omits to state a material fact necessary to make it, in light of the circumstances in which it was made, not misleading.

H. Seller has no knowledge of any pending municipal assessments.

I. There are no outstanding violations against the Premises issued by any applicable governmental authorities.

J. The Premises have unlimited contiguous access to and from publicly dedicated streets, and Seller has no responsibility for maintenance of such streets. Seller has no knowledge of any pending changes to such streets.

K. As of the date hereof it has received no notice of nor does it have knowledge of any proposed condemnation of all or any portion of the Premises.

## ARTICLE VII

### ENVIRONMENTAL PROVISIONS

#### **Section 7.1 Definitions.**

A. "**Environmental Claims**" means actions, suits, claims or proceedings, pending or threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or remedy that arise out of, relate to or result from (i) environmental conditions at, on or in the vicinity of the Premises, (ii) a violation or alleged violation of any applicable Environmental Law or non-compliance with any Permit, (iii) the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substance on, at or from any of the Premises, or any property within its vicinity and impacted by Hazardous Substances from the Premises, or (iv) being a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C § 9601, et seq.) or any state analogue thereto, (v) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arises from the condition of the Premises, the ownership, use, or operation thereof.

B. "**Environmental Laws**" shall mean all laws, statutes, regulations, codes ordinances, rules, writs, junctions, decrees, and orders of or promulgated by any federal , state or local government authority or agency relating to public health and safety, worker health and safety, and pollution and protection of the environment (including, but not limited to, soil, land surface and subsurface, surface waters, groundwater, drinking water supply, stream sediments, ambient air, plant and animal life, and any other environmental medium) all as amended or reauthorized, or hereafter amended or reauthorized.

C. "**Hazardous Substances**" shall mean (i) hazardous substances or hazardous waste, as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et. seq.) and the regulations promulgated thereunder, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. and the regulations promulgated thereunder, and any other Environmental Laws; (ii) any pollutant or contaminant or hazardous, dangerous or toxic chemical, waste, material, or substance within the meaning or scope of any Environmental Laws; (iii) any petroleum product or by-product, including, without limitation, crude

oil or any fraction thereof, (iv) any radioactive material; (v) asbestos in any form or condition; and (vi) polychlorinated biphenyls.

**D. "Permits"** shall mean all licenses, permits and other authorizations required from any person for the use and occupancy of the Premises and in connection with Seller's carrying on its business at the Premises as presently conducted.

**E. "Release"** shall mean release, emission, discharge, presence or disposal, and include, but shall not be limited to, the meaning given that term in the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et. Seq.) and the regulations promulgated thereunder.

## **Section 7.2 Environmental Matters.**

Representations of Seller.

A. Seller is in compliance with all applicable Environmental Laws, which compliance includes the possession by the Seller of all Permits required under all Environmental Laws, and compliance with the terms and conditions thereof Seller has never received any written communication from a governmental authority, citizens group, or employee, that alleges that Seller is not in compliance with any Environmental Laws.

B. There is no Environmental Claim pending, or to the knowledge of the Seller, threatened against the Seller or pending or threatened against any person or entity whose liability for any Environmental Claim the Seller has nor may have retained or assumed either contractually or by operation of law.

C. To the best of Seller's knowledge, there are no past or present actions, activities, circumstances, conditions, or incidents, including, without limitation, the Release or threat of Release of any Hazardous Substance on the Premises that could form the basis of any Environmental Claim against the Seller, or, to the knowledge of the Seller, against any person or entity whose liability for any Environmental Claim the Seller has or may have retained or assumed either contractually or by operation of law. Seller hereby certifies to Purchaser that it has provided to Purchaser and/or Purchaser's counsel with all inspection and test reports together with evidence of all remediation efforts undertaken with respect to the environmental condition of the Premises, if any.

D. Seller represents that (i) it has not stored, treated, disposed of or arranged for the storage, treatment, or disposal of Hazardous Substances at or generated from the Premises; and (ii) to the best of Seller's knowledge, no above ground or underground storage tanks used for the storage of Hazardous Substances and the capacity and contents of such tanks have been previously or are presently located on the Premises.

E. Seller's representations and warranties set forth in this Article 7 shall survive closing.

## **ARTICLE VIII**

### **CONDEMNATION**

**Section 8.1 Condemnation.** If, prior to the Closing, all or any part of the Premises is taken as a result, directly or indirectly, of the exercise of the power of condemnation or eminent domain, Purchaser may then elect to cancel this Contract upon written notice to Seller provided such notice is sent to Seller within thirty (30) days of the date of Seller's notification to Purchaser of such taking. In such event, this Contract shall be terminated, and neither party shall have any further rights or obligations hereunder. In the event that Purchaser does not elect to terminate, title to the Premises shall nonetheless close in accordance with this Contract, without any abatement of the Purchase Price or any liability or obligation on the part of the Seller by reason of such taking, provided, however, that the Seller shall, at the Closing, (i) turn over and deliver to Purchaser the net proceeds of any award or other proceeds of such taking that may have been collected by the Seller as a result of such taking, or (ii) if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of the Seller's right to any such award or other proceeds that may be payable as a result of such taking.

## ARTICLE IX

### ASSIGNMENT

**Section 9.1 Assignments Prohibited.** This Contract may not be assigned by the Purchaser other than to an entity directly controlled and wholly-owned by the Purchaser.

## ARTICLE X.

### DEFAULT

**Section 10.1 Purchaser's Default.** In the event Purchaser fails to perform Purchaser's obligations hereunder, Seller shall be entitled to recover from Purchaser all of Seller's reasonable expenses incurred in connection with this transaction, including, but not limited to, legal fees, and/or Seller may pursue any and all other remedies that may be available to Seller at law or in equity.

**Section 10.2 Seller's Default.** In the event Seller fails to perform Seller's obligations hereunder, Purchaser shall be entitled to recover from Seller all of Purchaser's reasonable expenses incurred in connection with this transaction, including, but not limited to, legal fees, and/or Purchaser may pursue any and all other remedies that may be available to Purchaser at law or in equity.

## ARTICLE XI.

### BROKERAGE

**Section 11.1 Brokers.** The parties represent and warrant to each other that no broker brought about this sale. Purchaser and Seller hereby agree to indemnify and hold each other harmless from and against any and all claims, obligations, costs, damages, loss, liability or expenses (including, without limitation, reasonable attorneys' fees) which either may incur or be liable arising out of any claim made by any party for commission or other compensation in connection with this sale arising from the acts or dealings of Purchaser or Seller. The provisions of this paragraph shall survive Closing.

## ARTICLE XII.

### NOTICES

**Section 12.1 Notices.** All notices, demands and requests required to be given or that may be given hereunder (the "Notices") shall be in writing and shall be mailed by United States certified mail, return receipt requested, postage prepaid, or sent via facsimile followed by regular mail or via recognized overnight delivery service to each party as follows (or to such other address as either party may designate by notice to the other given in accordance with this Section).

A. If to Purchaser, at the address first above given attention to the Office of the City Manager, with a copy to Purchaser's attorney: Beth A. Steele, Esq. DiFrancesca & Steele, P.C., 102 Front Street, Noank, CT 06340; email: bethsteele2@gmail.com.

B. If to Seller, at the address first above given, with a copy to Seller's attorney: Gerald M. Smith, Jr., Esq., Chinigo, Leone & Maruzo, LLP, 141 Broadway, Norwich, CT 06360, email: gsmith@norwichlaw.com.

Notices shall be deemed to have been given as of the later to occur of the postmarked date or the date of confirmed receipt. The attorneys for the parties hereto are authorized to give any notices under this Contract.

## ARTICLE XIII.

### CONDITIONS OF CLOSING

**Section 13.1 Due Diligence.** Intentionally omitted. The parties acknowledge and agree that the Premises are being sold in "AS-IS, WHERE-IS" condition, without any warranty or representation by Seller as to the condition thereof.

**Section 13.2 Appraisal.** Intentionally omitted.

## ARTICLE XIV.

### MISCELLANEOUS

**Section 14.1 Waiver.** No waiver by any party of any default or breach hereunder shall be deemed a waiver of any other or subsequent default or breach.

**Section 14.2 Survival.** Unless specifically set forth to the contrary herein, all of the representations, warranties, covenants and indemnities made by either party to the other shall survive the delivery of the Deed and the Closing.

**Section 14.3 Captions.** The captions herein are solely for the convenience of the parties and shall have no meaning or effect in construing this Contract.

**Section 14.4 Amendment.** This Contract shall not be amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

**Section 14.5 Controlling Law.** This Contract shall be construed and enforced in accordance with the substantive laws of the State of Connecticut.

**Section 14.6 Instrument Not an Offer.** This instrument shall not be deemed an offer to sell the Premises described herein or to convey title thereto and shall be of no force and effect of any kind until it has been duly executed by all parties.

**Section 14.7 Benefit.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

**Section 14.8 Interpretation.** The parties hereto agree that any ambiguity herein shall not be construed against a party solely by reason of that party having drafted this Contract or portions hereof.

**Section 14.9 Counterparts.** This Contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

**Section 14.10 Computation of Time.** In the computation of any period of time provided for in this Contract or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

**Section 14.11 No Recording.** This Contract shall not be recorded in the Land Records of the City of Norwich.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, Purchaser has caused this Contract to be executed in multiple counterparts effective as of the day and year first above written.

**PURCHASER:  
THE CITY OF NORWICH**

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

By: \_\_\_\_\_  
John L. Salomone  
Its City Manager, duly authorized

STATE OF CONNECTICUT

ss: Norwich

December \_\_\_\_, 2024

COUNTY OF NEW LONDON

Personally appeared, JOHN L. SALOMONE, City Manager of THE CITY OF NORWICH, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and that of said CITY OF NORWICH, before me,

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

IN WITNESS WHEREOF, Seller has caused this Contract to be executed in multiple counterparts effective as of the day and year first above written.

**SELLER:**  
**CHELSEA GROTON BANK**

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

By: \_\_\_\_\_  
Anthony A. Joyce, III  
Its President & CEO, duly authorized

STATE OF CONNECTICUT

ss: Norwich

December \_\_\_\_, 2024

COUNTY OF NEW LONDON

Personally appeared, ANTHONY A. JOYCE, III, President & CEO of CHELSEA GROTON BANK, duly authorized signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and that of said CHELSEA GROTON BANK, before me,

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

**REAL ESTATE LEASE**

This Lease Agreement (this "Lease") is dated \_\_\_\_\_, 2024, by and between The City of Norwich ("Landlord"), and Chelsea Groton Bank ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the promises provided in this Lease, leases to Tenant the approximately 18,803 square foot commercial space located at 300 Main Street, Norwich, Connecticut and parking lots located at 13 Arcadia Street, Norwich, Connecticut and 17 Arcadia Street, Norwich, Connecticut (collectively referred to as the "Premises").

**USE.** Tenant intends to use the Premises to conduct general business relating to a banking institution. Landlord acknowledges and Tenant covenants that Tenant's use will not involve in any manner any environmentally hazardous materials or flammable materials. The Tenant agrees to indemnify and hold Landlord harmless from and against any cost, claim or other damage arising from environmental contamination or flammable materials at the Premises or any claim related to the same.

**TERM.** The lease term will be 6 months beginning on December \_\_ 2024. It will terminate on June 30, 2025. Tenant shall have the right, at its sole discretion, to vacate the property earlier than the termination date, upon seven (7) days notice to Landlord. Tenant shall have the right, at its sole discretion, to extend the term of this lease for one month (31 day) period. Under no circumstances shall the Tenant remain on the premises after July 31, 2025.

**LEASE PAYMENTS.** Tenant shall be permitted to occupy and use the premises during the term of this lease without making any use and occupancy or rental payment to Landlord. However, if Tenant holds over after June 30, 2025, Tenant shall pay Landlord \$139.00 per day for each day it holds over.

**POSSESSION.** Tenant shall be entitled to exclusive use and possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects (other than furniture previously conveyed to Landlord by way of a bill of sale) and shall peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Any items remaining on the premises after the Tenant vacates shall be deemed abandoned by Tenant and may be disposed of by Landlord as it sees fit.

**CONDITION OF PREMISES.** The interior and exterior of the Premises shall be neatly maintained by Tenant and free of debris and any other hazardous conditions or materials.

**IMPROVEMENTS TO PREMISES.** Landlord agrees to furnish the premises to Tenant "as is." Tenant shall not may make any structural modifications, cosmetic modifications, alterations or improvements to the Premises unless Landlord has approved said modifications, alterations or improvements in writing. Any approved alterations, modifications and improvements will be made at the sole expense of the tenant. It shall be the responsibility of Tenant to file for and pay for any permit required to perform any approved modifications, alterations and or improvements,

prior to their performance. If modifications, alterations and or improvements are approved, Tenant agrees that all work shall be performed by licensed and insured contractors.

Upon vacating the premises, any improvements shall be the sole property of the Landlord.

Tenant shall be responsible for repairing any damage to the Premises caused by its modifications, alterations or improvements.

**QUIET ENJOYMENT.** Landlord covenants that it has the right to make this Lease for the entire term and that if Tenant shall perform all of its obligations under this Lease, Tenant shall freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Landlord, or by any party claiming by, through or under Landlord during the term.

**PARKING.** Tenant shall be entitled to use the parking lots located at 13 Arcadia Street, Norwich, Connecticut and 17 Arcadia Street, Norwich, Connecticut for the parking of Tenant's customers'/guests' motor vehicle(s) during Tenant's normal business hours. No overnight parking will be permitted without Landlord's written consent.

**SNOW REMOVAL, LANDSCAPING.** Tenant shall be responsible for all snow removal, salting and sanding of the property known as 300 Main Street, Norwich, Connecticut and the parking lots located at 13 Arcadia Street, Norwich, Connecticut and 17 Arcadia Street, Norwich, Connecticut and all means of ingress and egress to public streets and sidewalks adjacent to said properties. Tenant shall further be responsible for all landscaping at 300 Main Street, Norwich, Connecticut and the parking lots located at 13 Arcadia Street, Norwich, Connecticut and 17 Arcadia Street, Norwich, Connecticut as deemed necessary in the sole discretion of the Landlord.

**INSURANCE.** Throughout the Lease term, Tenant shall carry, at its expense, public liability insurance with single limits of not less than One Million Dollars for bodily injury, death and property damage against any and all liability arising out of Tenant's occupancy, maintenance and use of the Premises. Tenant will name the Landlord as an additional insured therein and will furnish the Landlord with a certificate of said policy.

Tenant shall save Landlord harmless from any liability or expense on account of any accident or injury to Tenant, or damage to Tenant's property, or to any of Tenant's customers, servants, employees and agents, who or which may be injured or damaged in or about the Demised Premises, except when such injury or damage is caused by Landlord's negligence.

Tenant shall insure its own personal property from loss from fire and other hazards and shall hold the Landlord harmless from all loss to such property from any cause except the Landlord's negligence.

The Landlord will at all times during the terms of this lease, at its own cost and expense, and for its sole benefit, insure the land and building located at 300 Main Street, Norwich, Connecticut, 13 Arcadia Street, Norwich, Connecticut and 17 Arcadia Street, Norwich, Connecticut, against loss by fire and other hazards with extended coverage, in such amounts and under terms and

**DIFRANCESCA &  
STEELE, P.C.**  
811 BOSWELL AVE.  
NORWICH, CT 06360

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(860) 889-3871  
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JURIS NO. 015363

conditions, including deductible amounts that the Landlord feels in its business judgment is sufficient to cover the interests to be protected, written by an insurance company or companies licensed to do business in the State of Connecticut.

**MAINTENANCE.** Tenant shall have the responsibility to maintain the Premises in good repair at all times. The Landlord shall have no responsibility to perform any maintenance, repair or improvement of the building located on the premises at any point during the term of this agreement.

**UTILITIES.** Tenant shall be responsible for all utilities incurred in connection with the Premises, including electricity, oil and or natural gas/propane.

**TAXES.** Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with the lease payments.

**SIGNS.** Landlord represents that any sign advertising Tenant's business that is currently on the premises may remain on the premises during the term of this lease.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, this Lease shall terminate and Tenant shall vacate the premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. In such event, Landlord may exercise remedies at law or in equity against Tenant. If Tenant shall fails to cure its default within 15 days after written notice of such default is provided by Landlord to Tenant (or, if such a default is not reasonably curable within 15 days, if Tenant has not taken diligent action to commence the cure thereof within 15 days), Landlord may exercise remedies at law or in equity against Tenant. Any defaulting party shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the non-defaulting party by reason of the other's defaults. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**SUBORDINATION.** Tenant agrees to execute any document necessary to subordinate this lease to any lender/lending institution Landlord currently has or seeks financing from.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

City of Norwich  
c/o John Salomone, City Manager  
City Hall  
100 Broadway

**DIFRANCESCA &  
STEELE, P.C.**  
811 BOSWELL AVE.  
NORWICH, CT 06360

-----  
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**TENANT:**

Chelsea Groton Bank  
c/o

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**BROKER:** The parties acknowledge that neither has a broker representing its interests in this transaction.

**ASSIGNMENT.** The parties agree that this Real Estate Lease is not assignable without the express written consent of the Landlord.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Connecticut.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

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LANDLORD:

CITY OF NORWICH

By: \_\_\_\_\_

Name: John Salomone

Title: City Manager

TENANT:

CHELSEA GROTON BANK

By: \_\_\_\_\_

Name:

Title:

Dated at Norwich, Connecticut this 18th day of December, 2024.

ATTEST: 

Roseanne Muscarella  
City Clerk

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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 December 16, 2024 and that the same has not been amended or rescinded:

Relative to the acceptance of and identification of the local match for the State and Local Cybersecurity Grant Program for the Norwich Finance Department.

**WHEREAS**, the Norwich Finance Department applied for and was awarded an State and Local Cybersecurity Grant Program EMW-2022-CY-00020-S01 (“SLCGP”) from the Federal Emergency Management Agency passed through the State of Connecticut’s Division of Emergency Management and Homeland Security in the amount of \$80,000 for Norwich Finance Department to address cybersecurity risks and cybersecurity threats to owned or operated information systems; and

**WHEREAS**, the SLCGP requires a local match of \$8,000; and

**WHEREAS**, the items and activities to be funded by the SLCGP and local match should not give rise to an increase in annual operating costs.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that the City Manager and Comptroller be, and hereby are authorized and directed to execute and deliver any and all documents necessary to accept the SLCGP award on behalf of the City of Norwich and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that the local match be funded with \$8,000 from the 2024-25 Norwich Finance Department Computer peripherals and maintenance line item (36024117-57340-C2503).

Dated at Norwich, Connecticut this 18th day of December , 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 December 16, 2024 and that the same has not been amended or rescinded:

Relative to amendment of existing American Rescue Plan Act allocations.

**RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that the American Rescue Plan Act allocations adopted previously, be amended as follows:

No.	Project #	ARPA Exp. Code	Brief Description	Dept/ Entity	Details of requested change	Current balance available	Change + / (-)	Reallocation
1	ARP01	3.1-Public Sector Workforce	Law enforcement, including reduction of gun violence	Police Dept	Reprogramming of funds to other projects	\$5,699.64	(\$5,699.64)	\$5,699.94 to other ARP projects
2	ARP02	2.35-Aid to Tourism Travel or Hospitality	Uncas Leap project	Public Works	Reprogramming of funds to other projects	\$2,103.40	(\$2,103.40)	\$2,103.40 to other ARP projects
3	ARP03	5.11-Drinking water Transmission distribution	Browning Road/ Wawecus Street Water Main Extension	NPU	Reprogramming of funds to other projects	\$12,010	(\$12,010)	\$12,010 to other ARP projects
4	ARP04	2.2-Household Assistance Rent Mortgage and Utility Aid	Basic needs for Norwich families	Human Services	Reprogramming of funds to other projects	\$2,080.49	(\$2,080.49)	\$2,080.49 to other ARP projects
5	ARP06	1.12-Mental Health Services	Mental health services	Human Services	Reprogramming of unspent funds to other projects	\$11,804.45	(\$4,000)	\$4,000 to other ARP projects
6	ARP08	3.1-Public Sector Workforce	Staffing Human services case workers	Human Services	Reprogramming of funds to other projects	\$12,377.85	(\$6,240)	\$6,240 to other ARP projects
7	ARP11	2.37-Economic Impact Assistance Other	Greenville Playground	Public Works	Reprogramming of funds to other projects	\$3,500	(\$3,500)	\$3,500 to other ARP projects

No.	Project #	ARPA Exp. Code	Brief Description	Dept/Entity	Details of requested changes	Current balance available	Change + / (-)	Reallocation
8	ARP15	2.35-Aid to Tourism Travel or Hospitality	Arts & cultural support	Southeastern Cultural Coalition	Reprogramming of funds to other projects	\$5,900	(\$4,853)	\$4,853 to other ARP projects
9	ARP19	2.37-Economic Impact Assistance Other	Neighborhood revitalization programs	Human Services/ Public Works	Additional funds needed for Site work at Armstrong restroom project	\$68,684.66	\$19,000	\$19,000 from other ARP projects
10	ARP24	1.7-Other COVID-19 Public Health Expenses	City Hall AV equipment and software	Finance/IT	Reprogramming of balance to AI software	\$3,086.73	(\$3,086.73)	\$3,086.73 to AI software (new project)
11	ARP36/37	5.18-Water and Sewer Other	Drainage & Ox Hill Brook Watershed	Public Works	Additional funds to complete the project	\$349,966.24 (combined)	\$81,827.05	\$81,827.05 from other ARP projects
12	ARP38	2.35-Aid to Tourism Travel or Hospitality	Brown Park project	Public Works	Reprogramming of funds to other projects	\$428.65	(\$428.65)	\$428.65 to other ARP projects
13	ARP49	2.35-Aid to Tourism Travel or Hospitality	Lower Broadway complete streets improvement	Public Works	Reprogramming of funds to other projects	\$61,319.40	(\$61,319.40)	\$61,319.40 to other ARP projects
14	ARP51	2.37-Economic Impact Assistance Other	Replacement of bridge at the Golf Course	Golf Course Authority	Reprogramming of funds to other projects	\$7,349.73	(\$7,349.73)	\$7,349.73 to other ARP projects
15	ARP60	1.11-Community Violence Interventions	Firearms and Ammunition	Police Dept	Reprogramming of funds to other projects	\$25,375.93	(\$2,747.21)	\$2,747.21 to other ARP projects
16	ARP67	2.37-Economic Impact Assistance Other	Renovations at Senior Center restrooms	Public Works	Reprogramming of funds to other projects	\$7,070.53	(\$7,070.53)	\$7,070.53 to other ARP projects
17	ARP new project	1.7-Other COVID-19 Public Health Expenses	AI software	Finance/IT	Funds to support software license	N/A	\$3,086.73	\$3,086.73 from ARP24
18	ARP new project	2.37-Economic Impact Assistance Other	Warming center at Buckingham building	Public works	Funds to support renovations at building to open a warming center	N/A	\$18,575	\$18,575 from other ARP projects
<b>Total Dollar Amount</b>								<b>\$0</b>
<b>BALANCE OF FUNDS AVAILABLE</b>								<b>\$0</b>

Dated at Norwich, Connecticut this 18th day of December 2024.

ATTEST: *Roseanne Muscarella*  
Roseanne Muscarella  
City Clerk