

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by the Council of the City of Norwich at a meeting held on February 18, 2025 and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich Office of Community Development, as guided by the U.S. Department of Housing and Urban Development, is proposing a Fourth Substantial Amendment to the City of Norwich’s Annual Action Plan and budget for FY 2019-2020 to recapture and reallocate \$135,000 of CDBG-CV Cares Act funds; and

WHEREAS, the Community Development Advisory Committee (CDAC) has held public meetings and voted on their recommendations for CDBG-CV allocations in the month of November; and

WHEREAS, the allocation process is subject to a 30-day comment period prior to being placed into effect and the Council of the City of Norwich must hold a public hearing regarding the recommendations prior to the final vote on the allocation.

CITY OF NORWICH-CDBG - CV Request (2024-2025)			
PY45 Substantial Amendment #4 CDBG-CV			
	\$ 135,000.00		
	CDBG-CV Request	CDAC Recommendation	Council Recommendation
Public Services			
Madonna Place -Family Support Center	\$ 25,000.00	\$ 25,000.00	
TVCCA Homelessness Prevention	\$ 20,000.00	\$ 24,222.00	
Safe Futures - Ventilation System (Katie Blair House)	\$ 14,125.00	\$ -	
St. Vincent de Paul Place Norwich, Inc.	\$ 62,000.00	\$ 62,000.00	
Thames River Community Service - Fostering Growth and Safety	\$ 23,778.00	\$ 23,778.00	
Total Public Services	\$ 144,903.00	\$ 135,000.00	
		\$ (135,000.00)	

Dated at Norwich, Connecticut this 20th day of February, 2025

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by the Council of the City of Norwich at a meeting held on February 18, 2025 and that the same has not been amended or rescinded:

RESOLVED, that the council member listed below, to replace Alderman Nash, to the Recreation Advisory Board for a term to expire December 1, 2025.

Alderman Stacy Gould

RESOLVED, that the council member listed below, to replace Alderman Gould, to the Harbor Management Commission for a term to expire December 1, 2025.

Alderman Bill Nash

Dated at Norwich, Connecticut this 20th day of February, 2025

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 February 18, 2025 and that the same has not been amended or rescinded:

WHEREAS, on January 9, 2010, the Connecticut Department of Transportation, in cooperation with the Federal Highway Administration, solicited applications for funding under the Surface Transportation Block Grant program set-aside for Transportation Alternatives from the Metropolitan Planning Organizations; and

WHEREAS, the City of Norwich, through the Department of Public Works, responded to the application on August 28, 2020; and

WHEREAS, the State of Connecticut, Department of Transportation by letter dated November 28, 2020, informed the City of Norwich that it had been selected for initiation for the FFY 2021-2025 Transportation Alternatives Program Funding for New London Turnpike; and

WHEREAS, in connection with the selection, the City of Norwich, commissioned survey maps of the area outlining the necessary easements needed for the New London Turnpike project; and

WHEREAS, the City of Norwich, through the Department of Public Works, has notified the affected property owners and negotiated the value of each taking; and

WHEREAS, the City of Norwich, through the Department of Public Works has determined it needs a defined easement for highway purposes of approximately 26 square feet of the property located at 400 New London Turnpike, owned by Beth Jacob Community Synagogue, Inc. (Easement Map Attached); and

WHEREAS, Beth Jacob Community Synagogue, Inc., has agreed to accept \$84.00 for the granting of a 26 square foot easement on its property; and

WHEREAS, the City of Norwich, through the Department of Public Works has determined it needs a defined easement for highway purposes of approximately 73 square feet of the property located at 2 Lathrop Avenue, owned by YT Associates, LLC (Easement Map Attached); and

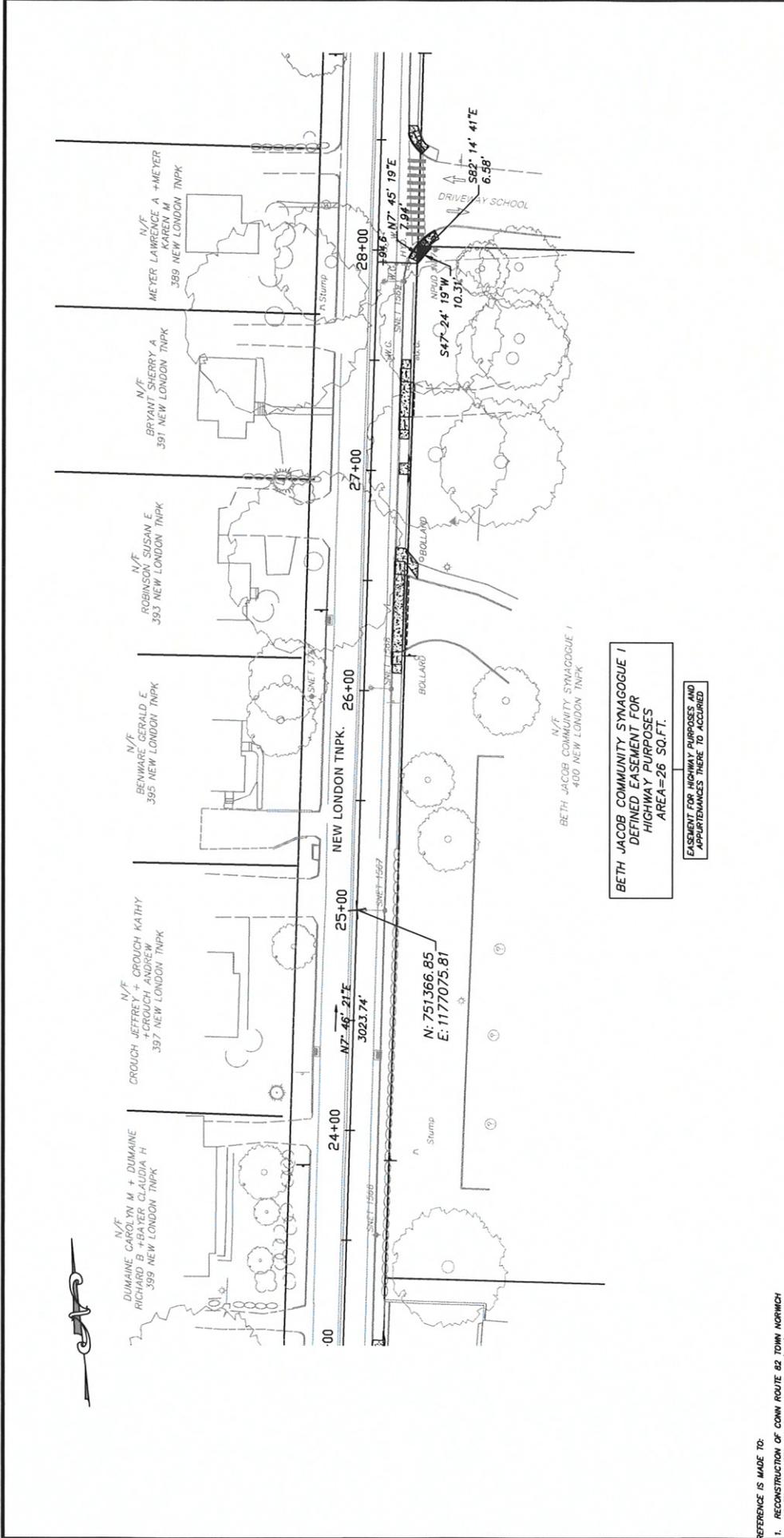
WHEREAS, YT Associates, LLC has agreed to accept \$171.00 for the granting of a 73 square foot easement on its property.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Norwich that it hereby agrees to compensate Beth Jacob Community Synagogue, Inc. \$84.00 for a grant of an easement on its property located at 400 New London Turnpike, with funding available from Contingency account 10500000-58600; and

BE IT FURTHER RESOLVED by the Council of the City of Norwich that it hereby

agrees to compensate YT Associates, LLC \$171.00 for the grant of an easement on its property located at 2 Lathrop Avenue, with funding available from Contingency account 10500000-58600; and

BE IT FURTHER RESOLVED, by the Council of the City of Norwich that City Manager, John Salomone be and hereby is authorized and directed on behalf of the City of Norwich to accept a grant of easement on properties located at 400 New London Turnpike and 2 Lathrop Avenue in furtherance of the Surface Transportation Block Grant program and to cause each easement and any other necessary documents to be filed and recorded.



EASEMENT MAP

CITY OF NORWICH
MAP SHOWING EASEMENT ACQUIRED FROM
BETH JACOB COMMUNITY SYNAGOGUE I

BY
CITY OF NORWICH
 PUBLIC WORKS DEPARTMENT
 NEW LONDON TURNPIKE

DATE: 11/11/2024
 BRIAN LONG, P.E.
 CITY ENGINEER

SCALE: 1"=40'

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON

100% WITHOUT LIVE SURVEY AND EMBOSSED SEAL

TOWN NO. _____ PROJECT NO. _____ TITLE _____
 SERIAL NO. _____ SHEET _____ OF _____ DATE _____

BETH JACOB COMMUNITY SYNAGOGUE I
 DEFINED EASEMENT FOR
 HIGHWAY PURPOSES
 AREA=26 SQ.FT.

EASEMENT FOR HIGHWAY PURPOSES AND APPURTENANCES THERE TO ACCURRED

- SURVEY NOTES**
- THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE STATE OF CONNECTICUT (CS-1) THROUGH 2008-20 AND THE MINIMUM STANDARDS OF ACCURACY, CONTENT & CERTIFICATION FOR SURVEYS AND MAPS, AS AMENDED OCTOBER 26, 2018. THE TYPE OF SURVEY IS A EASEMENT MAP AND IS THE TYPE OF PROPERTY TRANSACTION FOR THE PROJECT REFERENCED HEREON.
 - THE PROPERTY LINES DEPICTED HEREON CONFORM TO CLASS A-2 HORIZONTAL ACCURACY.
 - THE PROPERTY LINES AND HIGHWAY LINES DEPICTED HEREON CONFORM TO THE SURVEYING STANDARDS OF THE STATE OF CONNECTICUT (CS-1) AS SUCH CONSTITUTE A DEFENDABLE RESURVEY BOUNDARY OPTION.
 - THE FEATURES DEPICTED HEREON ARE AS A RESULT OF THE TOPOGRAPHIC SURVEY AND CONFORMS TO A CLASS F-2 ACCURACY.

DATE	REVISION	REQ. BY

- REFERENCE IS MADE TO:
- RECONSTRUCTION OF CONN ROUTE 62 TOWN NORWICH STATE CONN FED. AID PROJ. NO. F-38 (105) PROJ. NO. 103-180 YEAR 1985 SHEET NO. 41, 46, & 48 TOTAL SHEETS 161
 - RECONSTRUCTION OF NEW LONDON TURNPIKE TOWN NORWICH STATE CONN FED. AID PROJ. NO. M-1328 (8) PROJ. NO. 103-180 YEAR 1985 SHEET NO. 15, 17, 18, 21, & 23 TOTAL SHEETS 61
 - RECONSTRUCTION OF NEW LONDON TURNPIKE TOWN NORWICH STATE CONN FED. AID PROJ. NO. M-1328 (9) PROJ. NO. 103-180 YEAR 1985 SHEET NO. 19, 21, 23, 25, 27, & 29 TOTAL SHEETS 80
 - RECONSTRUCTION OF NEW LONDON TURNPIKE TOWN NORWICH STATE CONN FED. AID PROJ. NO. M-1328 (11) PROJ. NO. 103-180 YEAR 1984 SHEET NO. 11 TOTAL SHEETS 32
 - CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAYS RIGHT OF WAY MAP VETERANS OF FOREIGN WARS MEMORIAL HIGHWAY FROM THE TURNPIKE TO THE TURNPIKE PROJECT NO. 103-180 STREET SCALE 1"=60 NUMBER 103-21 SHEET 9 OF 10 SEPTEMBER 29, 1982

Dated at Norwich, Connecticut this 20th day of February, 2025.

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 February 18, 2025 and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by a resolution adopted August 4, 2014, approved a Lease Agreement and Management Service Agreement reached between it and Norwich RoseGarden Ice Associates, LLC for the lease of the real property and improvements thereon located at 641 New London Turnpike, the RoseGarden Ice Arena; and

WHEREAS, the Council resolved that this Lease Agreement and Management Service Agreement be for a term of ten (10) years with the tenant holding three (3) options to extend the term of the Lease for successive periods of ten (10) years under each option, under terms and conditions as had been substantially set forth in the draft Lease Agreement and draft Management Service Agreement approved by the Council and subsequently finalized and signed; and

WHEREAS, the City of Norwich thereupon entered into a Lease Agreement and Management Service Agreement as described herein between it and Norwich RoseGarden Ice Associates, LLC, the initial ten (10) year term expiring on June 30, 2024; and

WHEREAS, the City of Norwich and Norwich RoseGarden Ice Associates, LLC have discussed changes to the existing Lease Agreement and Management Service Agreement and determined that it would advantageous to replace the existing Lease and Management Service Agreement with a new Lease Agreement, eliminating the Management Service Agreement and incorporating some of the terms from the Management Service Agreement into the new Lease Agreement; and

WHEREAS, the City of Norwich and Norwich RoseGarden Ice Associates, LLC have negotiated a proposed Lease Agreement for a ten (10) year term to commence July 1, 2024, the date of execution notwithstanding, with three (3) ten-year options; and

WHEREAS, the Council of the City of Norwich, having reviewed a draft of said proposed Lease finds it to be in the best interest of the City of Norwich to enter into said new Lease Agreement with Norwich RoseGarden Ice Associates, LLC.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to enter into a Lease Agreement satisfactory to him on behalf of the City of Norwich with Norwich RoseGarden Ice Associates, LLC including the execution of this Lease Agreement on behalf of the City of Norwich to run from a term of ten (10) years from July 1, 2024 with the right of the tenant to exercise up to three (3) options to extend the term of the Lease Agreement for successive periods of ten (10) years each, all on terms and conditions as substantially set forth in the proposed Lease Agreement.

LEASE AGREEMENT
BETWEEN
THE CITY OF NORWICH
AND
NORWICH ROSEGARDEN ICE ASSOCIATES, LLC
FOR
PREMISES LOCATED AT
641 NEW LONDON TURNPIKE, NORWICH, CONNECTICUT

LEASE AGREEMENT

This Lease is made as of the 1st day of July, 2024, the date of execution notwithstanding (the "Commencement Date") between the **CITY OF NORWICH** ("Lessor"), a Connecticut Municipal Corporation, and **NORWICH ROSEGARDEN ICE ASSOCIATES, LLC** ("Lessee"), a Connecticut limited liability company with an office at 123 Glenwood Avenue, Bridgeport Connecticut.

WITNESSETH:

WHEREAS, the City of Norwich is the owner of an ice skating facility known as the Norwich Ice Skating Arena (such facility, together with all appurtenant facilities including but not limited to all refrigeration and ice maintenance equipment, parking lot, driveways and access ways, grounds, snack bar and pro shop, hereinafter referred to as the "Premises"), which Premises are located at 641 New London Turnpike, Norwich, Connecticut; and

WHEREAS, Lessor desires to lease the Premises for use as an ice skating rink; and

NOW, THEREFORE, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises for ice skating and related uses upon the terms and conditions hereinafter set forth.

ARTICLE I - LEASE OF THE SUBJECT PREMISES AND CONDITION

For the term hereof, Lessor grants to Lessee the right to use the Premises for the uses described herein and subject to the terms hereof. Except as otherwise provided for in this Lease, Lessee agrees to accept the Premises in an "as is" condition as of the Commencement Date. Lessee has operated the ice skating rink at the Premises since 2014.

ARTICLE II - TERM

- 2.1 The term of this Lease (the "Term") shall commence on July 1, 2024, and shall expire on June 30, 2034, unless sooner terminated or extended as hereinafter provided.
- 2.2
 - a. Lessor hereby grants to Lessee the right to extend the Term for three consecutive ten (10) year periods (the "Option Term"), commencing on July 1, 2034. To exercise its rights under this Section 2.2, Lessee shall notify Lessor within 120 days prior to the expiration of the then current portion of the term indicating its intent to so extend.
 - b. If Lessee exercises its extension option, then all of the terms and conditions of this Lease shall apply during the Option Term in question, except that the Rent shall be determined in accordance with the provisions of Section 3.1

and, unless otherwise mutually agreed in writing, Lessee shall not have any right to extend the Term beyond the expiration of the Third Option Term.

- c. Notwithstanding anything to the contrary contained in this Lease, the exercise of an extension option shall be effective only if there is no current Event of Default by Lessee as of the exercise of its extension option.

ARTICLE III - RENT

3.1 The Rent to be paid by Lessee under this Lease for the years 2024 through 2034 will be as follows:

2024	\$85,000
2025	\$87,550
2026	\$90,100
2027	\$92,650
2028	\$95,200
2029	\$97,750
2030	\$100,300
2031	\$102,850
2032	\$105,400
2033	\$107,950

In the event Lessee exercises its right to extend the Lease as provided in Section 2 above, commencing on the first year of the extended term and every year thereafter, the Rent shall increase by three (3%) percent.

The Rent shall be payable in four (4) equal installments, with the first installment due on July 15th, the second installment due on October 15th, the third installment due on January 15th and the fourth installment due on April 15th of each year. In the event of any failure of Lessee to pay any rental due hereunder within thirty (30) days after its due date, Lessee shall pay to Lessor a late fee equal to five (5.00%) percent of the amount of such late payment plus 1.5% per month simple interest.

ARTICLE IV - LESSEE'S USE OF LEASED PREMISES

- 4.1 Lessee shall be open for business in the Premises as a public skating rink, and for other activities customarily associated with the operation and management of a skating rink, including, but not limited to, the sale or rental or leasing of ice time and skating rentals, skating merchandise, operation of a skating professional's shop, providing skating lessons, related office uses and for such other lawful purposes permitted by local, state and federal law, provided such other use as Lessee may intend shall first be approved by the Lessor, which approval shall not unreasonably withhold or delay. Lessee shall be responsible for obtaining all necessary governmental approvals, waivers, variances and other permits which may be required under law to allow any or all of the foregoing uses.

ARTICLE V - OPERATION, MAINTENANCE AND REPAIR OF THE PREMISES

- 5.1 Lessor Repairs: Lessor shall not be responsible for any maintenance or repairs to the Premises except for structural repairs and replacements and those structural and non-structural repairs or replacements attributable to the negligence or willful misconduct of Lessor, its agents, employees or contractors and which are not insurable, insured or required to be insured for hereunder or as may be otherwise set forth herein. When the Lessor needs to make repairs which will impact the operations of the Lessee, the Lessor shall coordinate with the Lessee to minimize the impact of the downtime.
- 5.2 Lessee Repairs: Lessee shall be responsible for all non-structural repairs and all maintenance to the Premises, without limitation in order to maintain the Premises in as good as condition as at the Commencement Date, wear and tear not excepting.
- 5.3 Alteration: Lessee shall have the right to make from time to time, at its expense, alterations to the Premises provided Lessee first obtains Lessor's consent and provided further that Lessee complies with all requirements of law; and provided further that such alterations shall not diminish the structural integrity of the building in which the ice-skating rink is located.
- 5.4 Fixtures: Any business trade fixtures, furniture and equipment that Lessee installs in the Premises at its expense prior to or during the term hereof shall remain the property of Lessee and may be removed by Lessee provided that Lessee repairs any damage to the Premises which was caused by said removal at its own expense. Upon termination of this Lease, Lessee shall remove all business trade fixtures, furniture and equipment from the Premises. Notwithstanding the foregoing, any Lessee improvements constructed by Lessee, as opposed to business trade fixtures, shall remain the property of the Lessor upon the expiration of this Lease.

ARTICLE VI - UTILITIES

- 6.1 Lessee shall maintain, in its name, the utility accounts for those utilities supplied to the Premises by municipally operated utility companies.

ARTICLE VII - INDEMNIFICATION

- 7.1 Subject to the provisions of Section 7.3 to the extent provided by law, Lessee shall indemnify, defend and hold harmless the Lessor from all claims, suits and judgments, and all costs and expenses in connection therewith, for death, personal injuries and property damage as to which Lessee is required by Article VIII to furnish liability insurance, except to the extent Lessor is compensated by insurance maintained by Lessee hereunder, and except for such of the foregoing as may arise from the negligence, recklessness, willful misconduct or omission of Lessor or any employee, agent or contractor of Lessor. The liability of Lessee under this Article shall not be limited to the amounts specified in Article VIII.

- 7.2 Notwithstanding the foregoing, Lessee shall not be liable under this Article with respect to any particular claim, suit or judgment if: (a) any settlement of such claim has not been approved in writing by Lessee; or (b) in any such suit, Lessee has neither been permitted to defend against such suits by counsel selected by Lessee nor been named as a defendant or third party defendant in such suit; or (c) Lessor on request shall fail to execute all assignments and other documents to subrogate Lessee or its insurer, insurers or designee to all rights of Lessor against third parties with respect to any such death, personal injury or property damage and cooperate fully in the enforcement of such rights by Lessee or its insurer, insurers or designee. Defense by the insurer by its counsel shall be deemed to be a defense by Lessee and its counsel.
- 7.3 Notwithstanding any other provision of this Lease to the contrary, Lessee agrees that in the event that the Premises, the fixtures or equipment therein, or the contents thereof are damaged or destroyed by force majeure or other casualty, the Lessee waives its rights, if any, against the Lessor with respect to such damage or destruction. Supplementing the provisions of Section 8.9, all policies and/or extended coverage or other insurance covering the Premises, the fixtures or equipment therein, or the contents thereof obtained by Lessee shall contain a clause or endorsement providing in substance that (i) such insurance shall not be prejudiced if the insureds thereunder have waived in whole or in part the right of recovery from any person or persons prior to the date and time of loss or damage, if any, and (ii) the insurer waives any rights of subrogation against Lessor (in the case of Lessee's insurance policy), as the case may be.

ARTICLE VIII - INSURANCE

Lessor and Lessee shall obtain and maintain throughout the term of this Lease and cause its subcontractors to obtain and maintain for the life of their subcontracts insurance as follows:

- 8.1 Lessor shall insure the Premises including the structure, buildings, fixtures, appurtenances, and grounds, and any personal property of Lessor in Lessee's care, custody and/or control, against loss or damage from "all risks" of physical loss or damage.
- 8.2 The insurance required by Section 8.1 shall be equal to the estimated replacement costs of the Premises and the estimated replacement cost of the personal property therein belonging to Lessor. Said estimated cost shall be determined periodically as provided in Section 8.4 hereof.

All such insurance shall include the following provisions:

- a. A clause commonly known as a "loss clause" providing automatic reinstatement of the full-face amount of a policy after any loss thereunder;

- b. If available without additional premium, a clause commonly known as "liberalization clause", providing automatic inclusion of any additional risk included without additional premium in similar policies issued by the insurer after or within 45 days before the issuance of the policy in question; and
 - c. A clause including the cost of debris removal as part of any loss under the policy in question.
- 8.3 The insurance required by Section 8.1 shall be carried with a financially sound insurance company or companies licensed to do business in the State of Connecticut to the extent that such insurance is obtainable from which company or companies. (To the extent that such insurance is not so obtainable, it may be carried with a company or companies not authorized to do business in the State of Connecticut.) The policy or policies for all such insurance:
- a. Shall name as insureds Lessor, any mortgagee of the Lessor, and Lessee as their interests may appear;
 - b. Shall provide for adjustment of any loss thereunder jointly with Lessor and Lessee; and
 - c. Shall provide for payment of the proceeds of any such loss to Lessor and Lessee as their interests may appear.
- 8.4 Lessee shall obtain and maintain throughout the term of this Lease and cause its subcontractor to obtain and maintain:
- (a) Commercial General Liability Insurance, naming Lessor as an insured therein, against claims, suits and judgments against Lessor and/or Lessee for death, bodily injury, personal injuries and property damage arising out of or occurring during the operation, occupancy, maintenance or use of, or resulting from the acts or omissions of Lessor and/or Lessee and/or any employee or agent of any of them and/or any subcontractor of either of them in or with respect to any part of the Premises. The General Liability insurance coverage must include clauses providing for Legal Liability and for Blanket Hold Harmless coverages; and
- 8.5 The insurance required by Section 8.4 shall provide limits of liability of not less than:
- a. Commercial General Liability - One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) General Aggregate for third party bodily injury or property damage.
 - b. Umbrella/Excess Liability - Five Million Dollars (\$5,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) General Aggregate

- 8.6 Certificates of insurance and, upon request, the duplicate originals of every policy of insurance required by any of the foregoing provisions of this Article VIII, and any and all renewals, endorsements, additions, modifications, and changes thereto, shall be deposited with Lessor or Lessee, as may be applicable, as soon as they have been procured. All such policies, duplicates, or certificates shall, prior to such deposit be marked "premium paid" and shall contain a provision that the same shall not be altered, cancelled or not renewed before Lessor has received 45 days written notice of the insurance carriers' intent to so alter, cancel or not renew.
- 8.7 Lessor and Lessee shall faithfully perform and comply with, subject to the provisions of this Lease, all of the terms and conditions of the policies of insurance required by the foregoing provisions of this Article VIII except those terms and conditions which by the terms of this Lease or the policy in question are required to be performed or complied with by Lessor, which terms and conditions Lessor shall perform and comply with. Without limitation of the foregoing, both Lessee and Lessor shall give prompt notice to the insurers and to each other of all claims covered by any of said policies. Lessee shall pay or cause to be paid the premiums on all of said policies at the times and in the amounts required to maintain in full force and effect the insurance required to be maintained hereunder and Lessee shall not be entitled to any reimbursement by Lessor for such premiums.
- 8.8 All policies shall contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.
- 8.9 Lessee shall further obtain and maintain throughout the term of this Lease and cause its subcontractors to obtain and maintain:
- (a) Statutory worker's compensation and employer's liability insurance in the amounts prescribed by law in the State of Connecticut.
 - (b) Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property) – One Million Dollars (\$1,000,000.00) combined single limit for each accident.
 - (c) Such other insurance as from time to time during the term of this Lease Lessor may determine necessary and for which written notice thereof has been provided Lessee at least 30 days in advance of the date that coverage is to be required.

ARTICLE IX - DAMAGE TO THE PREMISES

- 9.1 If the Premises shall be partially or totally damaged or destroyed by fire or other casualty, Lessor, at its expense, shall, after paying any balance due on Lessor's mortgage, repair the damage so as to restore the same to its condition immediately prior to such or other such casualty, except that Lessor shall not be required to repair any such damage unless:

- a. The casualty is of a kind covered by the insurance required to be provided by Lessor under Section 8.1 hereof (less the amount of any deductible thereunder); or
- b. Lessor has a collectable claim for the entire cost of such repair against a third party; or
- c. Lessee agrees to pay the entire cost of such repair or the difference between such entire cost and the amount of any collectable claim which Lessor has against a third party. In the event of any such damage as to which neither clause (a) nor (b) nor (c) is applicable and the failure to repair such damage interferes significantly with Lessee's use of the Premises in accordance with the terms of this Lease, any party shall have the right to terminate this Lease as of the date of the occurrence of the damage by notice given to the other party within 60 days after such occurrence, except that if Lessor elects to repair such damage and so notify Lessee within 30 days after such occurrence, no party shall have the right to terminate, except as provided in Section 9.2 hereof, and any termination notice previously given shall be deemed null and void. Lessor shall not be required to repair or replace any property owned by Lessee or its subcontractors and Lessor shall not be liable for any damage to any such property caused by any or other casualty.

9.2 In the event of any damage or destruction that Lessor is required to repair pursuant to Section 9.1 hereof, Lessor shall proceed promptly with the work or repair and restoration and shall proceed diligently to completion, subject to Force Majeure. If Lessor has not completed the work of repair and restoration within a reasonable time after such fire or other casualty and if the non-completion in question interferes significantly with Lessee's use of the Premises in accordance with the terms of this Lease, Lessee shall have the right to terminate this Lease. In determining what constitutes a "reasonable time" for the completion of such restoration within the meaning of the immediately preceding sentence, there shall be taken into consideration the nature, character and extent of damage, and the delays, if any, due to Force Majeure; provided, however, that in any event, Lessee shall have the right to terminate this Lease if such restoration has not been completed within 15 months after the date of such fire or other casualty. If Lessee contends that such restoration has not been completed within a reasonable time and that therefore Lessee has a right to terminate this Lease and Lessor disagrees, the question shall be determined by Dispute Resolution as provided in Article 14 herein.

9.3 Any period beginning with the occurrence of any damage or destruction by fire or other casualty which renders any part of the Premises un-tenantable or unusable for the purposes for which the same is designed and intended and ending upon completion of the work of repair and restoration or an earlier termination of this Lease as hereinabove permitted is called a "Force Majeure Period". During any "Force Majeure Period":

- a. The rent payable hereunder shall abate and be suspended.
- b. Lessee shall pay a reasonable rent for any part of the Premises used by Lessee during such Force Majeure Period.
- c. The other obligations of the parties under this Lease shall abate and be limited to the extent of the part, if any, of the Premises being used by Lessee.

ARTICLE X - COMPLIANCE WITH LAWS

- 10.1 Lessee shall comply with and observe any and all present and future Laws affecting Lessee and/or any of its subcontractor's operations in the Premises, and all regulations, orders, directives and requirements of any and all departments, bureaus, boards, commissions and agencies of the Federal, State and Local Governments issued or made pursuant to such laws.
- 10.2. Lessor shall comply with and observe any and all present and future Laws affecting the Premises.

ARTICLE XI - INSPECTION

- 11.1 Lessor and its agents and representatives shall, at all times during which Lessee has the right to use and occupy the Premises or any part thereof, have the right to enter into and upon any and all parts of the Premises for the purpose of:
 - a. Examining the same for any legitimate reason; and/or
 - b. Exercising Lessor' rights under Article 9; provided, however, that if such entry is to any part of Lessee's Office Space at any time during the year, then it shall be made only after notice in writing (or without notice in the case of an emergency or if the person making such inspection is accompanied by an executive or administrative employee of Lessee, in the case of concessionaires areas, of its subcontractors) served on Lessee and setting forth the time and/or times of entry which shall be such reasonable time or times and the entry shall be made in such manner so that such entry will not unduly interfere with Lessee's use of the Premises or any part thereof pursuant to this Lease.
- 11.2 The rights reserved by this Article shall not impose upon Lessor, nor do Lessor assume by reason hereof, any responsibility, obligation or liability for the care, maintenance, supervision, repair or replacement of the Premises or any part thereof or any duty to comply with any law, ordinance, rule, order or regulation other than those responsibilities, obligations, liabilities and duties assumed by Lessor pursuant to the provisions of other Articles of this Lease.

ARTICLE XII - MECHANIC'S LIEN

- 12.1 If at any time during the term of this Lease any lien or notice of lien of any person or entity performing labor or furnishing materials to or for the Premises, including, but not limited to, contractors, subcontractors, landscape gardeners, nurserymen, mechanics, laborers or materialmen, whether such lien is valid or not, be filed against the Premises or the Premises parking areas or any part of either, or interest therein for any work, labor or services rendered for or materials or equipment furnished to or for the account of Lessee and/or its subcontractors or the contractors or subcontractors of any of them, Lessee, at its expense, shall cause the same to be discharged by payment, bonding, deposit or otherwise as provided by law within fifteen (15) days after Lessee has actual knowledge of the filing of such lien. If at any time any chattel mortgage, conditional sales agreement, trust receipt or other similar instrument shall be filed with respect to any property purchases by Lessee, any of its subcontractors or the contractors or subcontractors of any of them which property by the terms of this Lease becomes or will become the property of Lessor, Lessee at its expense shall cause the same to be discharged, vacated, cancelled or satisfied within fifteen (15) days. In default of Lessee doing so, Lessor may after five (5) business days notice to Lessee and without thereby waiving such default of Lessee, procure the discharge, vacating, cancellation or satisfaction of any or all said liens, chattel mortgages, conditional bills of sale, trust receipts or other similar instruments by bonding or payment or otherwise and all costs and expenses, including reasonable attorney's fees, to which Lessor shall be put in the discharge, vacating, cancellation or satisfaction of such liens, chattel mortgages, conditional bills of sale, trust receipts or other similar instruments shall be payable by Lessee within fifteen (15) days after demand therefor.
- 12.2 Except as specifically provided in other articles of this Lease, Lessor shall not be liable for any work, labor or service rendered for materials or equipment furnished to, or for the account of, Lessee upon or in connection with the Premises and no mechanic's or other lien for work, labor or services rendered for or material furnished to or for the account of Lessee shall attach to or affect the interests of Lessor, Lessee or any of its subcontractors in and to the Premises or in and to any alterations, repairs, replacements, or improvements in or about the Premises.

ARTICLE XIII - ASSIGNMENT AND SUBLETTING

- 13.1 Except as expressly provided in Section 13.2, Lessee shall not, without the written consent of Lessor: (a) assign or mortgage this Lease or in any way transfer or encumber the rights granted hereby; or (b) sublet or grant any permit or license to use the Premises or any part thereof. The terms and conditions of any such assignment, mortgage, transfer, encumbrance, subletting, permit or licensing shall be subject to the prior written approval of Lessor. No such consent by Lessor shall relieve Lessee of any of its obligations under this Lease. The granting by Lessor of consent to any one of the foregoing in one or more instances shall not dispense with the necessity for the consent of Lessor to further assignment, mortgage, transfer, encumbrance, sublease, permit or license.

- 13.2 Notwithstanding the provisions of Section 13.1, Lessor acknowledges and agrees that Lessee shall have the right to subcontract with any entity to exercise any and all concession rights granted hereunder, subject to the prior written approval of Lessor, which approval may not be withheld if the proposed subcontractor has a satisfactory reputation. Any subcontract or any such exercise of rights or performance of duties or obligations by any Concessionaire or Concessionaires shall not relieve Lessee of any of its duties or obligations to Lessor under this Lease or from any liability to Lessor for any breach thereof.

- 13.3 Lessor may without the consent of Lessee assign the lease and any and all the rights of Lessor hereunder to the City or any other authority, commission, or other body created by the City for the purpose of operating the Premises.

ARTICLE XIV – DISPUTE RESOLUTION

The Parties shall reasonably cooperate to amicably and without mediation, arbitration or litigation resolve any differences that arise among them under this Agreement. If litigation does occur, the exclusive jurisdiction and venue for any action shall be in the superior court for the state of Connecticut in the Judicial District of New London at New London, and no Party may move to remove the matter to any other state or federal court. Attorney’s fees shall not be awarded against any Party except for vexatious litigation or tactics and all Parties waive jury trial. This Lease shall be construed and enforced in accordance with the laws of the State of Connecticut without consideration of its conflict of laws principles.

ARTICLE XV - DEFAULT

- 15.1 An event of default ("Event of Default") shall be deemed to have occurred hereunder if:
 - a. Lessee defaults in the making of any payment of rent or of any payment required to be made by Lessee to Lessor under this Lease on the date when such payment is due and payable or under any judgment arising out of or by reason of or related to this Lease which has become final and not subject to further judicial review, and any such default continues for a period of fifteen (15) days after service of a Notice of Default complying with the requirements of Section 15.2.

 - b. Lessee or Lessor defaults in the performance or observance of any other term, covenant, condition or provision of this lease, which default is of a kind which is curable or remediable; and such default continues for a period of thirty (30) days after service of a Notice of Default complying with the requirements of Section 18.2 herein. If the curing or remedying of such default requires the doing of work or the taking action which cannot with due diligence be completed in such thirty (30) day period, and such default continues beyond such thirty (30) day period, then there shall be no Event of Default hereunder as a result thereof, provided Lessee or Lessor commences within such thirty (30) day period to cure such default and

thereafter proceeds with due diligence, subject to delay resulting from Force Majeure, to do the work required or complete such other action as is required to cure or remedy the default in question.

- c. There shall be filed against Lessee (or in the event of any assignment hereunder, then against any assignee of Lessee's rights hereunder) in any court, pursuant to any statute, either of the United States or any State, petition in bankruptcy or insolvency or for reorganization (other than a reorganization not involving the liabilities of Lessee or such assignee) or for the appointment of a receiver or trustee of substantially all of Lessee's (or such assignees') property and within one hundred fifty (150) days of such filing, Lessee (or such assignee) fails to secure a discharge of such petition or the dismissal of such proceedings, or Lessee (or such assignee) files a voluntary petition in bankruptcy or insolvency or for such reorganization or for the appointment of such a receiver or trustee or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with creditors.
- d. Lessee vacates the Premises and ceases to use the Premises.

15.2 Anything elsewhere in this Lease to the contrary notwithstanding, no notice of default ("Notice of Default") by Lessor or Lessee under Section 15.1 shall be valid or effective unless it complies with the following requirements:

- a. It shall be given within a reasonable time after Lessor or Lessee acquires knowledge of the occurrence of the claimed default;
- b. It shall specify in reasonable detail the claimed default and shall specify the article, section and subsection, if any, of this Lease under which the default is claimed to have occurred;
- c. It shall state that if the claimed default is not cured or remedied within the applicable period, if any specified in Section 15.1, the non-defaulting party will have the right, pursuant to Section 15.3 to terminate this Lease and all rights of Lessee hereunder.

15.3 Within a reasonable time after the occurrence of any Event of Default, such occurrence to be determined pursuant to Section 15.1, Lessor shall have the right to terminate this Lease, exercisable by written Notice to Lessee, whereupon the term of this Lease shall end as fully and completely as if that were the date herein fixed for the expiration of the term of this Lease provided such effective date of termination shall be as specified in the notice, but in no event less than ten (10) days after the giving of such notice. The Lessee shall quit and surrender possession of the Premises as of said effective date of termination, but shall be liable as hereinafter in this Article 15 provided.

15.4 If the notice provided for in Section 15.3 has been served and the term of this Lease has ended as aforesaid, Lessor may, without further notice, reenter and

repossess the Premises with or without legal process and remove all persons and property therefrom and Lessee hereby waives any notice provided by law or otherwise to be given in connection therewith. Any and all property belonging to Lessee or to anyone claiming by, through, or under Lessee which may be found in the Premises by Lessor upon such reentry may be handled, removed, stored or otherwise disposed of by Lessor at the risk and expense of Lessee and Lessor shall not be responsible for the preservation or the safekeeping thereof. Lessee shall pay to Lessor upon demand any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Lessor's possession or under Lessor's control except that Lessee shall not be required to pay storage charges with respect to such property after the time when such property is deemed forever abandoned by Lessee as hereinafter provided. If any such property shall remain in the Premises or in the possession of Lessor and shall not be retaken by Lessee within a period of fifteen (15) days from and after the effective date of any such termination of this Lease, such property shall conclusively be deemed to have been forever abandoned by Lessee. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

- 15.5 In the event of any termination of this Lease pursuant to Section 15.3 and re-entry or repossession of the Premises, by summary proceedings or otherwise, Lessor may in its sole and absolute discretion re-let the Premises or any part or parts thereof, either separately or in conjunction with any other space in the Premises, to any other person or entity, and may re-grant to any other person or entity any and all the rights granted to Lessee under this Lease, for such term, which may be shorter or longer than the term which would otherwise have constituted the remainder of the term of this Lease, and/or such other term, covenants and conditions including rent, concessions or free rent, and may make such repairs, alterations, additions, replacements and/or decorations in and to the Premises which Lessor, in their sole discretion, may deem advisable for the purpose of re-letting the Premises or re-granting the rights granted by this Lease, all without in any way releasing Lessee from liability hereunder. Lessee shall upon demand, pay the reasonable costs of all such repairs, alterations, additions, replacements and/or decorations together with Lessor's other reasonable expenses of such re-letting or re-granting, including without limitation, reasonable legal expenses and brokers' commissions. If the rent or other payments including parking revenues collected by Lessor upon any such re-letting or re-granting are not sufficient to pay monthly the Rent during the balance of the term of this Lease, but for such termination, Lessee shall pay to Lessor from time to time the amount of each monthly deficiency. Notwithstanding anything to the contrary contained in this Lease, Lessor shall take all commercially reasonable measures to mitigate its damage.
- 15.6 In recognition of the fact that it will be extremely difficult for the Lessor to re-let the Premises for a comparable purpose to a comparable tenant, and therefore to calculate Lessor's actual loss in the event of a default, in such event Lessor shall be entitled to recover liquidated damages from Lessee under this paragraph upon the termination of the Lease pursuant to Section 15.3 or without termination, upon

the filing of any petition in bankruptcy. The amount of Lessor's liquidated damages under this provision shall be ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS. This liquidated amount shall be due and payable by Lessee within sixty (60) days of the termination of this Lease, and if not fully paid, shall accrue with interest at the annual rate of ten (10%) percent until fully paid.

- 15.7 a. Subject to the provisions of Article XIV, in the event of a breach or a threatened breach by any party of any of the terms, covenants, conditions, or provisions hereof, the other parties shall have the right of injunction to restrain the same and the right to invoke any other remedy allowed by law or inequity, including without limitation, the right to money damages, as if specific remedies, indemnity or reimbursement were not herein provided for.
- b. The rights and remedies given to any party in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the other parties, shall be deemed to be in exclusion of any others herein or by law or equity provided.
- c. The provisions of this Article 15 shall survive the termination of this Lease.

ARTICLE XVI - NO SURRENDER

No act done by Lessor, or its officers or agents during the term of this Lease shall be deemed an acceptance of surrender of Lessee's interests hereunder, and no agreement of surrender or to accept the surrender of said interests shall be valid unless the same shall be duly authorized by resolution of the legislative bodies of Lessor.

ARTICLE XVII - WAIVER OR REDEMPTION

Lessee for itself and on behalf of any and all persons claiming through or under Lessee, including creditors of all kinds, does hereby waive and surrender any and all rights and privilege which they or any of them might have under or by reason of any present or future law or decision (other than a decision in an action or proceeding in which the rights of the parties under this Lease are adjudicated) to redeem its interest under this Lease or to have a continuance of this Lease with the term hereby granted after being dispossessed, removed or ejected according to law, or the provisions of Article 15.

ARTICLE XVIII - NOTICES

- 18.1 All notices, consents, approvals, demands and submissions (hereinafter in this Article collectively called a "Notice") shall be in writing and shall be served as provided in this Article (except as otherwise provided in this Lease).
- 18.2 Any Notice to Lessor shall be deemed properly given if either:

- a. Sent by registered or certified mail (return receipt requested) addressed to the City Manager of the City of Norwich, 100 Broadway, Norwich, Connecticut, with a copy to Michael E. Driscoll, Brown Jacobson, 22 Courthouse Square, Norwich, Connecticut 06360, the City's Corporation Counselor or any successor City Corporation Counsel.

18.3 Any Notice to Lessee shall be deemed properly given if either:

- a. Sent by registered or certified mail (return receipt requested) addressed to Lessee at the address set forth in this Lease or to such other address as Lessee may specify at any time or from time to time by Notice to Lessor, with a copy to c/o Tim Gunning, Esq, 685 State Street, New Haven, CT 06511.

18.3 Any Notice served given pursuant to the provisions of this Article XVIII shall be deemed to have been given upon receipt or at the time delivery is refused.

ARTICLE XIX - NO WAIVER

19.1 This Lease (including matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of the parties with respect to the Premises hereunder; neither party has made or is making and neither party is executing and delivering this Lease and relying upon any warranties, representations, promises or statements by any official, agent or employee of either party except to the extent that the same may expressly be set forth in this Lease or in said matters annexed to or made a part of this Lease by reference.

19.2 The failure of either party to insist in any one or more instances upon strict performance of any of the covenants, agreements, terms, provisions or conditions of this Lease or to exercise any election or option therein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue to remain in full force and effect. No waiver by either party of any covenant, agreement, term, provision or option of this Lease shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of Lessee. The receipt and retention by Lessor of rent or additional rent with knowledge of the breach of any covenant, term, provision or condition herein contained shall not be deemed a waiver of such breach.

ARTICLE XX - SUCCESSORS BOUND

The covenants, terms, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the parties and their respective successors, and to the extent permitted herein, assigns.

ARTICLE XXI - QUIET ENJOYMENT

Lessor covenants that if, and so long as, Lessee keeps and performs each and every covenant, agreement, term and condition of this Lease on the part and on behalf of Lessee to be kept and performed, Lessee shall quietly enjoy its rights under this Lease without hindrance or molestation by Lessor or bearing any other person lawfully claiming the same by, through or under Lessor, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

ARTICLE XXII - CAPTION AND HEADINGS

The captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of this Lease or the scope or intent thereof or in any way effect this Lease.

This contract shall be construed, interpreted and governed in all respects by the laws of the State of Connecticut.

ARTICLE XXIII - ALTERATION OF LEASE

No subsequent alteration, amendment, change or addition to this Lease shall be binding on the Lessee or Lessor unless reduced by writing and signed by each of them.

ARTICLE XXIV- PARTIAL INVALIDITY

Should any portion in this Lease be deemed contrary to law, such portion shall be deemed severable. In the event that any portion of this Lease should be invalid under applicable existing law then such portions are to be modified in the letter and spirit of this Lease to the extent permitted by applicable law so as to be rendered valid. Any portions of this Agreement which are invalid under applicable law shall not render this Lease or any other part hereof invalid, but such invalid portions shall be inapplicable until the parties hereto have made appropriate changes in accordance with applicable law to achieve the spirit of the invalid provision.

ARTICLE XXV - MISCELLANEOUS

- 25.1 If any provision of this Lease requires the approval or consent of Lessor or Lessee, the parties hereto expressly agree that such approval or consent shall not be unreasonably withheld, delayed or conditioned unless otherwise expressly provided in this Lease.
- 25.2 Notwithstanding anything to the contrary contained in this Lease, Lessor hereby acknowledges and agrees that this Lease and the term and estate hereby granted shall not be subject and subordinate to the lien of any mortgage or deed of trust that may now or at any time hereafter affect all or any portion of the Premises or Landlord's interest therein or to any ground leases which may now or at any time hereafter affect all or any portion of the Premises. Lessor hereby represents and

warrants to Lessee that there are no mortgages, deeds of trust or ground leases encumbering the Premises as of the date of this Lease.

- 25.3 Lessor and Lessee shall execute duplicate originals of a Memorandum/Notice of Lease in accordance with Connecticut General Statutes Section 47-19 and shall record the Memorandum/Notice of Lease, sharing equally the recording fees.

LESSEE:

By: _____

Name:

Title:

STATE OF CONNECTICUT)

) ss.

COUNTY OF NEW LONDON)

On this the ___ day of _____, 2025, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a _____ company, and that he as such, being authorized so to do, executed the foregoing instrument as his free act and deed for the purposes therein contained by signing the name of _____ by himself as _____.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public

Dated at Norwich, Connecticut this 20th day of February, 2025.

ATTEST: 

Roseanne Muscarella

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 February 18, 2025 and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich wishes to acknowledge the efforts of the Norwich Events Organization, Inc.; and

WHEREAS, local business owners, Norwich residents and other interested individuals, assisted by Norwich Events Organization, Inc. and the St. Patrick's Day Parade subcommittee will promote and present a St. Patrick's Day Parade in downtown Norwich to be held on Sunday, March 2, 2025, the parade to be funded by private contributions and sponsorships; and

WHEREAS, the Council of the City of Norwich by this resolution intends to express its support for the St. Patrick's Day Parade and to convey its gratitude to the organizers, donors and other supporters of the St. Patrick's Day Parade this year and in past years and to invite and welcome Norwich residents and visitors to the parade; and

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that it supports and encourages all to support and attend the St. Patrick's Day Parade and welcomes the participants and spectators who will come to Norwich on March 2, 2025 for the event by its, inviting them to enjoy the hospitality and entertainments provided with this event by its sponsors and the ambience by downtown Norwich; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the council of the City of Norwich offers its thanks and appreciation to the Norwich Events Organization, Inc. and St. Patrick's Day Parade Subcommittee and all donors and sponsors for their effort.

Dated at Norwich, Connecticut this 20th day of February, 2025

ATTEST: 

Roseanne Muscarella
City Clerk