

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 20, 2025, and that the same has not been amended or rescinded:

To reallocate funds from capital projects for the replacement of the emergency lighting and reflective material on a Norwich Fire Department apparatus.

WHEREAS, the Public Works Fleet Maintenance division and Norwich Fire Department has determined that the emergency lighting and reflective material on Squad A have become worn beyond their useful lifespan and create a safety hazard in its emergency operation; and

WHEREAS, the current unit known as Squad A, will be reassigned to a reserve position and will be part of the overall apparatus reduction plan for the City of Norwich; and

WHEREAS, after evaluation of proposals, the Norwich Fire Department was able to save \$6,609.93 from the budgeted cost to replace a fire department command vehicle; and

WHEREAS, the Norwich Fire Department requests to reallocate \$3,000 of those funds from a Fire Department Command Vehicle Replacement capital item.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that \$3,000 be and hereby is reallocated from the Capital Improvement Fund projects listed in 1. to the projects listed in 2. below:

1. Projects to reallocate funds from:

Org	Object	Project	Description	Amount
36024202	57320	C2618	Chief's vehicle replacement	\$3,000
Total				<u>\$3,000</u>

2. Projects to reallocate funds to:

Org	Object	Project	Description	Amount
36024202	57736	C2636	Emergency lighting and reflection – Squad A	\$3,000
				<u>\$3,000</u>

Dated at Norwich, Connecticut this 23rd day of October, 2025

ATTEST: 
 Roseanne Muscarella
 City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 20, 2025, and that the same has not been amended or rescinded:

WHEREAS, on September 2, 2015 the City of Norwich and Little People’s Play Place Too! LLC, as (“Landlord”) and (“Tenant”) respectively, entered into a Lease Agreement regarding property located at 92 Salem Turnpike, Norwich, Connecticut to be used in the operation of a child care center; and

WHEREAS, said lease was to run from a term beginning on September 1, 2015 and continue until June 30, 2020 with an option for two (2) additional 5-year extensions; and

WHEREAS, the Lease Agreement provided that the lease may be terminated by either party upon a 90-day written notice; and

WHEREAS, the first of the 5-year extensions ran through June 30, 2025; and

WHEREAS, the Tenant has requested that the lease be terminated but a written notice was not given 90-days prior to the proposed expiration date; and

WHEREAS, the property being utilized by the Tenant is located on city-owned property at the Mahan School (at 92-94 Salem Turnpike) which school is scheduled to be closed in connection with the ongoing school construction project; and

WHEREAS, the City of Norwich, as landlord, and Little People’s Play Place Too! LLC as tenant find it to be in their mutual best interest to terminate this Lease Agreement effective as of the 30th day of November 2025, any deficiency in the time requirement relative to notice notwithstanding, and propose to enter into a Termination and Surrender Agreement, a copy of which is attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that it approves of the City of Norwich entering into the Termination and Surrender Agreement with Little People’s Play Place Too! LLC effective November 30, 2025, and authorizes and directs City Manager John Salomone to enter into and execute copies of the Termination and Surrender Agreement, if satisfactory to him but substantially consistent with the Termination and Surrender Agreement attached hereto, following the execution of sufficient copies of the Termination and Surrender Agreement by a duly authorized member of Little People’s Play Place Too! LLC, to permit an exchange the completed copies with the understanding that both the City of Norwich and Little People’s Play Place Too! LLC will be bound by the terms and conditions of the Termination and Surrender Agreement, any terms of the Lease Agreement calling for 90 days written notice notwithstanding.

EXHIBIT "A"

TERMINATION AND SURRENDER AGREEMENT

THIS TERMINATION AND SURRENDER AGREEMENT ("Agreement") is made and entered into effective as of the 30th day of November, 2025, (the "Termination and Surrender Date") by and between **The City of Norwich**, ("Landlord") and **Little People's Play Place Too! LLC** ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement made as of September 2, 2015, ("Lease"), pursuant to which Tenant leased from Landlord property commonly known as 92 Salem Turnpike, Norwich, ("Premises");

WHEREAS, Tenant and all others in or entitled to possession of the Premises desire to acknowledge the termination of the Lease and to surrender the Premises to Landlord effective as of the Termination and Surrender Date set forth above; and

WHEREAS, Landlord is willing to release Tenant from any future liability under the Lease in accordance with the terms and conditions provided for herein.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, One Dollar, (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, hereto agree as follows:

1. Except as is otherwise set forth herein, all defined terms contained in this Agreement shall have the same meaning as such defined terms are used in the Lease, as amended.
2. Landlord and Tenant hereby agree to terminate and acknowledge the termination of the Lease effective as of the Termination and Surrender Date.
3. Tenant agrees and acknowledges that Tenant has fully and completely surrendered and vacated the Premises and that Tenant has no claim of a leasehold or other property interest in same.
4. Provided Tenant complies with the provisions of this Agreement, Landlord shall release Tenant from any future liability under the Lease.
5. Tenant does hereby waive any claim to any Security Deposit, if any, and does hereby assign, transfer and surrender any Security Deposit to the Landlord.
6. Tenant hereby releases and forever discharges the Landlord, its successors employees, agents, representatives, and any other persons now or hereinafter affiliated with them, of and

from any and all claims, demands, causes of action, obligations, damages or liabilities of any nature whatsoever, whether or not now known, suspected or claimed, which it ever had, now has, or claims to have against such other party by reason of any acts, omissions, matters, causes or things, including without limiting the generality of the foregoing, any claim, act, cause, matter or thing alleged relating to the Lease.

7. Tenant warrants and represents that it has not in any manner, made, done, committed, executed or permitted or suffered any act, deed, matter or thing whatsoever, whereby the Lease or the Premises, or any part thereof, in whole or part shall as of or after the Termination and Surrender Date, in any way be charged, effected, transferred, assigned or conveyed (for collateral or otherwise) or encumbered, and that it shall not do so.
8. Subject to the restrictions set forth in the Lease, this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, successors-in-title, transfers and assigns.
9. Other than the herein cited agreements between Landlord and Tenant, there are no other oral or written understandings, agreements or obligations between Landlord and Tenant other than those expressly set forth in the Lease and this Agreement.
10. Landlord and Tenant understand, agree and acknowledge that this Agreement has been freely negotiated by both parties, all of whom have had the opportunity to review this Agreement with independent legal counsel; and that, in any controversy, dispute, or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement.
11. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
12. This Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Connecticut, without giving effect to any rule that would result in the application of the law of some other state or jurisdiction. Venue for any dispute arising out of this Agreement shall be the Connecticut Superior Court, Judicial District of New London at New London.

IN WITNESS WHEREOF, this Agreement has been executed under seal by Landlord and Tenant, through their duly authorized officers, as of the date first written above.

LANDLORD:

CITY OF NORWICH

By: _____

John Salomone

City Manager

TENANT:

**LITTLE PEOPLE'S PLAY PLACE TOO!
LLC**

a Connecticut limited liability company

By: _____

Its member, duly authorized

Dated at Norwich, Connecticut this 23rd day of October, 2025

ATTEST: 
Roseanne Muscarella
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 20, 2025, and that the same has not been amended or rescinded:

Relative to seeking a tenant for the former Chelsea Groton Bank building located at 300 Main Street.

WHEREAS, in December 2024, the City of Norwich acquired from and leased back to Chelsea Groton Bank the property commonly known as the former downtown Chelsea Groton Bank building located at 300 Main Street, Norwich, CT 06360 (“300 Main Street”); and

WHEREAS, Chelsea Groton Bank lease back of 300 Main Street ended on July 31, 2025 and 300 Main Street has been vacant since that date; and

WHEREAS, the City of Norwich incurs insurance, utilities, and other carrying costs while owning 300 Main Street; and

WHEREAS, the Council of the City of Norwich may consider a referendum to renovate 300 Main Street for use as the new headquarters for the Norwich Police Department in November 2026 or some later date; and

WHEREAS, the Council of the City of Norwich has determined it to be appropriate to seek a suitable tenant/tenants for short-term occupancy for 300 Main Street.

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 on behalf of the City of Norwich to seek a tenant for 300 Main Street by means of a qualified and experienced commercial real estate broker or through a request for proposals process.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that, upon receipt of a lease proposal from a prospective tenant containing the proposed rental payments and containing such terms and conditions as are satisfactory to City Manager John Salomone shall be and hereby is authorized and directed to enter into a lease agreement for the subject property only upon final approval by the City Council on behalf of the City of Norwich and to execute, receive and deliver such other documents as are necessary to complete the lease transaction.

Dated at Norwich, Connecticut this 23rd day of October, 2025

ATTEST: 
Roseanne Muscarella
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on October 20, 2025, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by a resolution adopted April 15, 2019, authorized and directed City Manager John Salomone to enter into a Stadium Lease Agreement satisfactory to him on behalf of the City of Norwich with the Oneonta Athletic Corporation; and

WHEREAS, on August 1, 2019 John Salomone, as City Manager, and on behalf of the City of Norwich, entered into a Stadium Lease Agreement with the Oneonta Athletic Corporation to commence on January 1, 2020; and

WHEREAS, the City of Norwich and the Oneonta Athletic Corporation subsequently acknowledged that calendar year 2020 constituted a “baseball suspension period,” as defined in Article XXII of the Stadium Lease Agreement which was to commence January 1, 2020; and

WHEREAS, as a result of a renegotiation of the Professional Baseball Agreement between Major League Baseball and the National Association of Professional Baseball Leagues the New York Penn League was dissolved with the removal of the Oneonta Athletic Corporation from the National Association of Professional Baseball Leagues; and

WHEREAS, the Oneonta Athletic Corporation proposed to participate in a new league named the Future League utilizing college baseball players; and

WHEREAS, by a resolution adopted May 17, 2021 the Council of the City of Norwich authorized and directed City Manager John Salomone to enter into and to execute a First Amendment to the Stadium Lease Agreement satisfactory to him on behalf of the City of Norwich and to run from January 1, 2020 to December 31, 2022 with the right of the Lessee, with the approval of the Lessor, to extend the Lease for one year; and

WHEREAS, said First Amendment to the Stadium Lease Agreement was executed and is dated May 26, 2021 with a Second Amendment extending the lease to December 31, 2024 with a further extension to December 31, 2025 available; and

WHEREAS, the City of Norwich subsequently entered into a Third Amendment to the Stadium Lease Agreement extending the term of the Lease to October 31, 2025 with other amendments made to the Stadium Lease Agreement with respect to rent and other matters; and

WHEREAS, by certificate of merger filed in the State of New York dated July 21, 2025, Oneonta Athletic Corporation and Oneonta Tigers LLC merged, with the surviving name of the limited liability company being Oneonta Tigers LLC; and

WHEREAS, by certificate of merger filed in the State of Connecticut dated August 22, 2025, Oneonta Tigers LLC and Oneonta Athletic LLC merged, with the surviving name of the limited liability company being Oneonta Athletic LLC; and

WHEREAS, the City of Norwich and Norwich Athletic LLC propose to enter into a Fourth Amendment of the Stadium Lease Agreement providing:

- 1) The lease shall run from January 1, 2026 through December 31, 2026;
- 2) If the Lessee desires to extend the term as provided in the Fourth Amended Lease Agreement for an additional year, the Lessee shall notify the Lessor by a notice given to the Lessor on or before October 1, 2026;
- 3) Within thirty (30) days after receipt of such notice the Lessor shall notify the Lessee if the Lessor approves or disapproves of the extension;
- 4) If the Lessor fails to notify the Lessee of its disapproval within said thirty (30) day period, then the Lessor will be deemed to have approved the extension;
- 5) The rent to be paid by the Lessee under this lease for the initial term (2026) and the option term (2027), if applicable, shall be Thirty-Five Thousand Dollars (\$35,000) each year;
- 6) The rent in 2025 and in 2026 shall be payable in two (2) equal installments, the first installment due on June 30, 2026 and the second installment due on September 1, 2026;
- 7) The Lessor and Lessee agree that each will contribute Fifty Thousand (\$50,000) Dollars towards capital expenditure and maintenance expenditures in 2026 with Twenty-Five (\$25,000) Dollars to be contributed on January 1, 2026 and Twenty-Five (\$25,000) Dollars on June 1, 2026;
- 8) The Lessor shall maintain, in its name, the utility accounts for those utilities supplied to the stadium by municipally operated utility companies, including electrical services provided to the parking lot ATM pad;
- 9) For the period running from January 1, 2026 to December 31, 2026 the Lessee shall reimburse the Lessor Sixty Thousand (\$60,000) Dollars payable annually for utilities reimbursement to be paid in three (3) equal installments of Twenty Thousand (\$20,000) Dollar with payments made on July 31st, August 31st, and September 30th of 2026;
- 10) If the Lessor approves a one year lease extension for 2027 or is deemed to have approved the extension, the same payment schedule towards utility accounts, Sixty Thousand (\$60,000) Dollars annually paid in three (3) equal Twenty Thousand (\$20,000) Dollar installments on July 31st, August 31st, and September 30th of 2027 shall be applicable;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that it agrees to an amendment of the Stadium Lease Agreement by a Fourth Amendment to the Stadium Lease Agreement incorporating the terms described herein and substantially in the form of the Fourth Stadium Lease Agreement attached hereto as Exhibit A; 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, to enter into and execute said Fourth Amendment to the Stadium Lease Agreement, if satisfactory to him, on behalf of the City of Norwich and to cause the same and any other documentation necessary to effectuate the Agreement to be executed in duplicate with one original to be delivered to Norwich Athletic LLC or at its direction.

EXHIBIT "A"

FOURTH AMENDMENT TO STADIUM LEASE AGREEMENT

THIS FOURTH AMENDMENT TO STADIUM LEASE AGREEMENT (this "Third Amendment") is made and entered into this ___ day of October (the "Effective Date"), between the **CITY OF NORWICH** ("Lessor"), a Connecticut Municipal Corporation with its principal place of business at 100 Broadway, Norwich, Connecticut 06360, and **NORWICH ATHLETIC LLC** (successor by merger to Oneonta Athletic Corporation), a Connecticut limited liability company with a business address of 14 Stott Avenue, Norwich, CT 06360 ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered in a certain Stadium Lease Agreement dated August 1, 2019 (the "Original Lease"), pursuant to which Lessor granted Lessee the right to use the stadium and sports facility known as the Senator Thomas J. Dodd Memorial Stadium (the "Stadium") located on Stott Avenue in the Norwich Business Park in the City of Norwich as a baseball stadium and entertainment facility; and

WHEREAS, Lessor and Lessee did thereafter execute that certain "First Amendment to Stadium Lease Agreement" (the "First Amendment") dated May 26, 2021, amending and restating certain terms and provisions of the Original Lease; and

WHEREAS, Lessor and Lessee did thereafter execute that certain "Second Amendment to Stadium Lease Agreement" (the "Second Amendment"), having an effective date as of January 1, 2023, amending further the terms and provisions of the Original Lease and the First Amendment; and

WHEREAS, Lessor and Lessee did thereafter execute that certain "Third Amendment to the Stadium Lease Agreement" (the "Third Amendment"), having an effective date as of December 17, 2024, amending further the terms and provisions of the Original Lease, the First Amendment and the Second Amendment;

WHEREAS, Lessor and Lessee desire to extend further the Term to September 15, 2026 and to further amend the Original Lease, the First Amendment, the Second Amendment and the Third Amendment to accommodate such extension upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Original Lease, the First Amendment, the Second Amendment the Third Amendment and this Fourth Amendment, Lessor and Lessee hereby agree to amend the Original Lease, the First Amendment, the Second Amendment and the Third Amendment as set forth herein.

1. (a) Capitalized terms used in this Fourth Amendment, but not defined herein, shall have the meaning ascribed to such terms in the Original Lease, the First Amendment, the Second Amendment and/or the Third Amendment. For the purposes of

this Fourth Amendment, the term "Lease Agreement" shall mean the Original Lease, the First Amendment, the Second Amendment and the Third Amendment, as further amended by this Fourth Amendment.

(b) If there is any conflict between the terms and conditions of the Original Lease, the First Amendment, the Second Amendment and/or the Third Amendment, and the terms and conditions of this Fourth Amendment, then the terms and conditions of this Fourth Amendment shall control.

2. As of the Effective Date, Lessor and Lessee hereby agree to amend further the Original Lease, the First Amendment, the Second Amendment and the Third Amendment as follows:

(a) Section 3.1, as previously amended by the First Amendment, the Second Amendment and the Third Amendment, is hereby amended further by deleting "October 31, 2025" and inserting "December 31, 2026" in lieu thereof.

(b) Section 3.2a is hereby added as follows:

Lessee may extend the Term for a one-year period commencing on January 1, 2027 and expiring on December 31, 2027, provided Lessor approves, or is deemed to have approved the extension. If Lessee desires to extend the Term as provided herein, Lessee shall notify Lessor by notice given to Lessor on or before October 1, 2026. Within thirty (30) days after receipt of such notice, Lessor shall notify Lessee if Lessor approves or disapproves the extension; if Lessor fails to notify Lessee of its disapproval within said thirty (30) day period, then Lessor shall be deemed to have approved the extension

(c) Section 4.1, as previously amended by the First Amendment, the Second Amendment and the Third Amendment, is hereby amended further as follows:

2026 - 35,000.00

The Rent to be paid by Lessee under this Lease for the Option Term shall be as follows:

2027 - \$35,000.00

The Rent for 2026 shall be payable in two equal installments, with the first installment due on June 30, 2026 and the second installment due on September 1, 2026. The Rent for 2027 shall be payable in two equal installments, with the first installment due on June 30, 2027 and the second installment due on September 1, 2027.

(d) Section 8.4 is hereby amended as follows:

Lessor shall be responsible for the Stadium parking areas at all times other than during the Baseball Occupancy Period, including snow removal. In addition, Lessor shall be responsible for all standard maintenance of the parking areas.

(e) Section 13.3 is hereby added as follows:

Lessor and Lessee agree that each will contribute Fifty Thousand and 00/100 (\$50,000.00) Dollars towards Capital Expenditures and Maintenance Expenditures. Lessor and Lessee will each contribute Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars on January 1, 2026 and Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars on June 1, 2026.

(f) Section 16.1 is hereby amended as follows:

Lessor shall maintain, in its name, the utility accounts for those utilities supplied to the Stadium by municipally operated utility companies, including the electrical service provided to the parking lot ATM pad. From January 1, 2026 to December 31, 2026, Lessee shall reimburse Lessor Sixty Thousand and 00/100 (\$60,000.00) Dollars annually for utilities paid on its behalf. Said reimbursement shall be payable in three equal installments of Twenty Thousand and 00/100 (\$20,000.00) Dollars on July 31st, August 31st and September 30th of each year. In the event of any failure of the Lessee to pay this additional rent when due hereunder within thirty (30) days after its due date, Lessee shall pay to Lessor a late fee equal to five (5%) percent of the amount of such late payment. Beginning January 1, 2027 and every year thereafter during the term of this Lease or extension thereof, the amount Lessee shall reimburse Lessor for utilities shall be increased by the then municipal rate of utilities. Lessor shall pay seventy-five (75%) percent of said increase and Lessee shall pay twenty-five (25%) percent of said increase.

On or about November 15, 2026, and on or about November 15th of each succeeding calendar year during the term of this Lease or extension thereof, Lessor shall notify Lessee of the increase, if any, in the amount to be paid by Lessee on account of the annual cost of the utilities consumed at the Stadium for the following calendar year; said notice shall set forth the amount of the increase based on the then lowest municipal rate charged to the City of Norwich generally by the municipally operated utility companies for the calendar year in question. The parties' respective share of the increase is set forth above.

3. Except as amended by this Fourth Amendment, the First Amendment, the Second Amendment and the Third Amendment, the Original Lease, shall continue in full force and effect and is hereby ratified and confirmed by the parties.

4. This Fourth Amendment may be executed in a number of identical counterparts, each of which for all purposes shall be deemed to be an original, and all of which shall collectively constitute but one agreement, fully binding upon, and enforceable against, the parties thereto.

5. To facilitate the execution of this Fourth Amendment, the parties may execute and exchange the signature page by telephone, facsimile or e-mail counterparts.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Third Amendment to be duly executed as of the day and year first written above.

WITNESS:

LESSOR:
CITY OF NORWICH

By: _____
John Salomone
City Manager

WITNESS:

Richard D. Prentice

LESSEE:
NORWICH ATHLETIC LLC

By: E. Miles Prentice
E. Miles Prentice
Its Managing Member, Duly Authorize

Dated at Norwich, Connecticut this 23rd day of October, 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 October 20, 2025, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich, is utilizing the services of Signature Properties as a realtor, which has listed the property at 149 Broadway and received an offer to purchase.

WHEREAS, the Council has resolved that upon receipt of a Purchase and Sales Agreement containing an offer to purchase on such terms and conditions as are satisfactory to the City Manager, he was to notify the Council of the proposed Purchase and Sales Agreement for its consideration and possible approval; and

WHEREAS, City Manager John Salomone has received a Purchase and Sales Agreement from Signature Properties containing an offer to purchase 149 Broadway, the offer being the sum of \$12,500 with property to be conveyed in “as is” condition.

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 Purchase and Sales Agreement on behalf of the City of Norwich to sell said property at a price of \$12,500 to Lirette Investment Group LLC pursuant to the terms of said Purchase and Sales Agreement and, upon timely tender of the purchase price subject to standard adjustments, to execute and deliver a deed of conveyance to Lirette Investment Group LLC or his/her designee for the property known as 149 Broadway and to execute, deliver, and receive such other documents as are necessary to complete the transfer of title in keeping with the terms and conditions of the Purchase and Sales Agreement.

Dated at Norwich, Connecticut this 23rd day of October, 2025

ATTEST: 
Roseanne Muscarella
City Clerk