

MAYOR AND SELECTMEN'S MEETING AGENDA

Monday, May 6, 2024

@ 7:00 PM

Putnam Municipal Complex, Room 109

200 School Street, Putnam, CT

Also available via Zoom:

<https://us06web.zoom.us/j/88546323228>

Meeting ID: 885 4632 3228

• +1 646 558 8656 US (New York)

- 
1. Call to Order by the Presiding Officer
  2. Pledge of Allegiance
  3. Public Comment – 3 – minute maximum per person
  4. Approval of the Minutes
    - A. Minutes from April 15, 2024, Board of Selectmen Meeting
  5. Petitions & Communications
  6. Reports of Special Committee
  7. Reports of Standing Committee
    - A. General Government Committee
  8. Unfinished Business
  9. Grant Considerations and Updates
  10. New Business
    - A. Kennedy Drive Parking Lot – Contractor Approval
    - B. Regional Probate Court Lease and MOU
    - C. ARPA update – Emergency Generator Request
    - D. Accept the resignation of Dawn Dionne as an Alternate to the Board of Finance.
    - E. Consider the appointment of Kristopher Bernier as a Board of Finance Alternate Member, with a term to expire December 2, 2025
  11. Public Comment – 3- minute maximum per person.
  12. Executive Session –
    - Real Estate Contracts – Tech Park Properties
    - Contract Negotiations - Community Transfer Station
    - Contract Negotiations - Highway and Parks & Grounds Unit
  12. Adjournment



Mayor and Selectmen's Meeting  
 April 15, 2024  
 Also, Via Zoom:  
 Meeting ID # 816 4555 9539

TOPIC		DISCUSSION	
PRESENT:		Mayor Seney, Deputy Mayor Simmons, Selectman Pempek, Selectwoman Marion, Selectman Hayes, Selectman Paquin, Selectman Pomes	
ABSENT:			
1.	Call to Order	Mayor Seney called the meeting to order at 7:00 PM	
2.	Pledge of Allegiance	Led by Mayor Seney	
3.	Public Comment		None
4.	Approval of the Minutes	A.	Minutes from April 1, 2024, Board of Selectmen Meeting  Deputy Mayor Simmons made a motion to approve the minutes of the April 1, 2024, Board of Selectmen meeting as presented. The motion was seconded by Selectman Pempek and passed unanimously.
5.	Petitions & Communications	A.	Sympathy Card sent to Woodstock Town Hall on the passing of Jay Swan
6.	Reports of Special Committees	A.	None
7.	Reports of Standing Committees	A.	General Government Committee None
8.	Staff Quarterly Reports		Quarterly Staff reports were included in the agenda packet.

9	Unfinished Business		None
10.	Grant Considerations and Updates		None Selectman Hayes made a motion to add item 10 E to the agenda, Transfer Station. The motion was seconded by Selectman Paquin and passed unanimously.
11	New Business	A.	Annual Town Meeting – May 8, 2024 @ 7:30 PM Selectwoman Marion made a motion to set the Annual town Meeting on May 8, 2024 @ 7:30 PM. The motion was seconded by Selectman Pempek and passed unanimously.
		B.	Accept the resignation of Melody Cassio from the Commission on Aging Deputy Mayor Simmons made a motion to accept the resignation of Melody Cassio from the Commission on Aging with regret. The motion was seconded by Selectman Pempek and passed unanimously.
		C.	Consider the appointment of Leia Faucher (U) to the Commission on Aging with a term to expire 11/30/27. Deputy Mayor Simmons made a motion to appoint Leia Faucher (U) to the Commission on Aging with a term to expire 11/30/27. The motion was seconded by Selectman Pomes and passed unanimously.
		D.	Consider the appointment of Anita Santerre (D) to the Commission on Aging with a term to expire 11/30/27. Deputy Mayor Simmons made a motion to appoint Anita Santerre (D) to the Commission on Aging with a term to expire 11/30/27. The motion was seconded by Selectman Pomes and passed unanimously.
		E.	Transfer Station Mayor Seney stated that as reported in Town Administrator reports over the last few months, the Town is looking into a transfer station, including the possibility of joining another town to create one shared transfer station. The Selectmen would like to have a discussion on the transfer station in executive session so that they can discuss options.
12.	Public Comment		Normand Perron asked the Mayor for information regarding the limit of tax rate for motor vehicles. Deputy Mayor Simmons made a motion to recess the Mayor and Board of Selectmen’s Meeting at 7:14 PM, for the purpose of Contract negotiations,

		inviting in HR Director Clifford. The motion was seconded by Selectman Pempek and passed unanimously.
13.	Executive Session	<p>Contract Negotiations</p> <p>Deputy Mayor Simmons made a motion to come out of Executive Session at 7:23 PM. The motion was seconded by Selectman Pempek and passed unanimously.</p> <p>Deputy Mayor Simmons made a motion to accept and agree to the terms of the United Public Service Employee's Union, Town Hall Unit as presented. The motion was seconded by Selectman Pempek and passed unanimously.</p>
14.	Adjournment	Selectwoman Marion made a motion to adjourn at 7:24PM. The motion was seconded by Selectman Pempek and passed unanimously.



## AGENDA ITEM COVERSHEET

**Item:** Award Kennedy Drive Parking Lot Improvements Project to B&W Paving of Oakdale, CT

**Submitted by:** Elaine Sistare, Town Administrator (in coordination with J&D Engineers as designer)

**Date for Consideration:** May 6, 2024

**Town Attorney Review Required:** Not Applicable

### **Financial Summary:**

Per previous BOS approval, the funds for this project are approved from the Town's ARPA funding.

Based on the Base Bid plus Alternate No. 1, award is \$940,000.

Similar to other construction projects, estimate total construction funds as follows:

- 10% Change Order and Incidentals = \$94,000
- 10% Inspection and Construction Administration = \$94,000

Total Budget: \$1,128,000

### **Staff Recommendation:**

Award contract for Base Bid plus Alternate No. 1.

Note that we do not recommend award of Alternate No. 2 as the number was confirmed as incorrect (math error), and since the existing number of EV chargers in Town is currently more than adequate for demand/use.

### **Supporting Materials (if yes, list attachments):**

Pages from B&W Bid Form (2 pages)

**BID PROPOSAL**

Proposal of B&W Paving & Landscaping LLC (hereinafter called "Bidder"), organized and existing under the laws of the State of CT, doing business as a LLC \_\_\_\_\_ (corporation/partnership/individual).

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of "**KENNEDY DRIVE MUNICIPAL PARKING LOT RECONSTRUCTION**", in strict accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

By submission of the bid, each Bidder certifies and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communications or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time period specified therein. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

Bidder acknowledges review of the following addenda:

- 1; 3/25/24
- \_\_\_\_\_
- \_\_\_\_\_

List below any known defects, errors, omissions or inconsistencies:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

The Town of Putnam is exempt from the payment of sales tax. Bids shall include all other applicable taxes and fees.

Bidder agrees to perform all the work described in the Contract documents and necessary for a complete functional project for the following lump sum price. In case of a discrepancy, the amount shown in words will govern.



Subtotal Base Bid plus Bid Alternate #1: \$940,000

<b>Total Base Bid</b>	Seven hundred eighty five thousand dollars zero cents	
\$ 785,000.00		
	Amount in words	Amount in figures
<b>Bid Alternate #1</b>	One hundred fifty five thousand dollars zero cents	\$ 155,000.00
(South Parking Lot)	Amount in words	Amount in figures
<b>Bid Alternate #2</b>	Sixty thousand dollars zero cents	\$ 60,000.00
(EV Chargers)	Amount in words	Amount in figures

Award of Contract shall be made, if at all, to the lowest, responsible and qualified bidder. The Town of Putnam reserves the right to accept or reject any and all bids, or any part thereof, to waive defects in same, or to accept any proposal it deems to be in the Town of Putnam's best interest. The Town of Putnam reserves the right to negotiate with any bidder prior to award. The Town of Putnam may make investigations to the extent it deems necessary in order to determine the bidder's qualifications and experience. To that end, the Town of Putnam reserves the right to award this contract, if at all, to a firm other than that with the lowest bid.

Final award of a contract, if at all, is contingent upon final approval of Town funds. The successful bidder must post a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Materials Bond. The cost for these bonds must be included in the bid price.

The Bidder agrees that this bid or bids shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid or bids, the Bidder will execute the formal Agreement attached within 10 days and deliver the Performance and Payment Bonds as required.



## AGENDA ITEM COVERSHEET

**Item:** Request Approval to sign Lease for Regional Probate Court and sign Second Amendment regarding new location for June 1, 2024 through June 30, 2029

**Submitted by:** Elaine Sistare, Town Administrator

**Date for Consideration:** May 6, 2024

**Town Attorney Review Required:** Yes, Town Counsel assisted preparation of and reviewed documents.

**Financial Summary:**

Not applicable, the Regional Probate Court has already prepared their budget for FY25, and the cost of the proposed lease is incorporated within that budget. Putnam, like all member towns, pays the Regional Probate Court based on service population.

**Staff Recommendation:**

Approve lease for Regional Probate Court use of 84 Providence Street

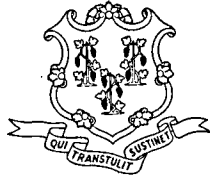
Approve MOU between regional towns and Regional Probate Court

**Supporting Materials (if yes, list attachments):**

Letter to Selectmen from Judge Gabrielle Labonte (1 page)

Second Amendment to MOU (2 pages)

Lease for 84 Providence Street (24 pages)



**STATE OF CONNECTICUT  
COURT OF PROBATE**

**NORTHEAST DISTRICT 26**

508 Pomfret Street

P.O. Box 471

Putnam, CT 06260

Gabrielle Labonte, Judge

Phone: 860-928-4844

Fax : 860-928-4766

May 1, 2024

Dear Selectmen,

I am planning on moving the Northeast Regional Probate Court. We are currently located at 508 Pomfret Street and will be moving to 84 Providence Street, the space where Savage Systems was located.

As you are aware, the Northeast Regional Probate Court currently shares space with the Northeast Regional Children's Probate Court (the Children's Court). The Children's Court is planning to consolidate their two locations into one, which will be located on Tuckie Road in Windham, near the Route 6 bypass. This will be happening sometime this summer.

This move will have a minimal impact on the Court budget. In our current location, we allocate the rent between the two Courts, with the Northeast Court paying 2/3 and the Children's Court paying 1/3. Our 2/3 rent is currently \$2800 per month, and would have increased in August, had we stayed. My Court's portion increased approximately \$200 a month last August. The rent for Providence Street is \$3000.

We are looking at moving in June, hopefully June 20 and 21. We would be closed for less than two days, and would reopen in the new location on June 24. We are in the process of finalizing those dates with Probate Court Administration and the movers.

If you have any questions or concerns regarding the Court move, please don't hesitate to contact me.

Very truly yours,

Gabrielle Labonte

NORTHEASTERN CONNECTICUT  
REGIONAL PROBATE COURT

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This Second Amendment to Northeastern Connecticut Regional Probate Court Memorandum of Understanding (“Amendment”) is made as of the 1<sup>st</sup> day of June, 2024 (“Effective Date”) and is by and among the TOWN OF ASHFORD, TOWN OF BROOKLYN, TOWN OF EASTFORD, TOWN OF POMFRET, TOWN OF PUTNAM, TOWN OF THOMPSON AND TOWN OF WOODSTOCK, each a municipal corporation (each is referred to as a “Participating Town” and together they are the “Participating Towns”), and the NORTHEAST PROBATE COURT, A REGIONAL PROBATE COURT (the “Court”).

RECITALS

WHEREAS, the General Assembly enacted Public Act 09-1, an Act Concerning the Recommendations of the Probate Redistricting Commission, established Probate Court District 26 consisting of the Participating Towns; and

WHEREAS, Section 46a-8 of the Connecticut General Statutes requires the Participating Towns to provide certain basic facilities and equipment for the proper operation of a probate court; and

WHEREAS, by a Memorandum of Understanding dated as of July 1, 2014 (the “Agreement”), the Participating Towns agreed to share the costs of operation of the Court and the rent payments under the previous lease on a per capita pro rata basis; and

WHEREAS, the Town of Putnam has entered into a substitute lease with Gould Enterprises LLC for the provision of appropriate facilities located at 84 Providence Street, Putnam, Connecticut for the operation of the Court (the “Lease”); and

WHEREAS, the Lease has a term beginning on June 1, 2024 and ending on June 30, 2029; and

NOW, THEREFORE, the Participating Towns and the Court hereby agree as follows:

1. The Term of the Agreement as set forth in Section 2 thereof is hereby extended through June 30, 2029.

2. The Participating Towns agree that they shall bear equal responsibility on a per capita basis for the rent to be paid under the terms of the Lease as the same may be extended for an additional period of five (5) years.

3. Except as specifically provided herein, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 1<sup>st</sup> day of June, 2024.

TOWN OF ASHFORD

TOWN OF PUTNAM

By \_\_\_\_\_

By \_\_\_\_\_

TOWN OF BROOKLYN

TOWN OF THOMPSON

By \_\_\_\_\_

By \_\_\_\_\_

TOWN OF EASTFORD

TOWN OF WOODSTOCK

By \_\_\_\_\_

By \_\_\_\_\_

TOWN OF POMFRET

NORTHEAST PROBATE COURT

By \_\_\_\_\_

By \_\_\_\_\_

## **LEASE AGREEMENT**

LEASE AGREEMENT (the Lease) is made and entered into as of June 1, 2024, by and between Gould Enterprises, LLC, a Connecticut limited liability corporation having a mailing address of 225 Kennedy Drive Ste A, Putnam, Connecticut 06260, herein referred to as "Landlord" and the Town of Putnam, a Connecticut municipal corporation having a mailing address of 200 School Street, Putnam, Connecticut 06260, herein referred to as "Tenant".

### **1. Lease.**

In consideration of the rents and covenants hereof, Landlord hereby leases to Tenant upon and subject to the terms and conditions of this Lease, and Tenant hereby takes from Landlord, the premises commonly known as 84 Providence Street, Putnam, Connecticut, containing a freestanding one-story building with approximately 1,440 square feet of living space (the Premises).

### **2. Preparation of Premises.**

(a) *Improvements.* Prior to the Tenant taking possession of the Premises the Landlord shall make the following improvements to the Premises:

(i) Remove workstations. Repair walls and flooring as needed. Improvements shall be provided at the sole cost and expense of the Landlord.

(ii) Replace back entry door with a door with a window as requested by the Tenant. The new entry door with the same measurements as the existing door shall be provided at the expense of the Tenant. The entry door shall be installed by the Landlord.

(iii) Install plexiglass over the front counter as requested by the Tenant. The plexiglass shall be provided at the expense of the Tenant and shall be installed by the Landlord.

### **3. Term.**

(a) *Initial Term.* The initial term (Initial Term) of this Lease commences on June 1, 2024 (the Commencement Date), and will end on June 30, 2029, or such earlier date pursuant to any of the provisions of this Lease or pursuant to law (the Termination Date). Notwithstanding the foregoing, the term of this Lease shall not commence until Landlord has delivered possession of the Premises to

Tenant. If Landlord, for any reason whatsoever, does not deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, but, in such event, the Commencement Date shall be postponed until the date on which Landlord delivers possession of the Premises to Tenant and the Termination Date shall be postponed for an equal period.

(b) *Renewal*. Provided that Tenant is not in default of any of the terms of this Lease, Landlord covenants and agrees with Tenant that Landlord shall, at Tenant's option, lease the Premises to Tenant at the expiration of the Initial Term for one (1) additional term of five (5) years (the Renewal Term) under the same terms and provisions of this Lease except as to Base Rent. Tenant shall exercise its renewal option by giving notice in writing to Landlord at least three (3) months prior to the end of the Initial Term, time being of the essence and in such event the parties will negotiate a new Base Rent, except that no increase in the same shall exceed eight percent (8%) of the prior Base Rent. If Tenant fails to give such notice, then this Lease shall automatically terminate at the end of the Initial Term. The Initial Term and the Renewal Term shall sometimes be collectively referred to as the Term.

#### **4. Rent.**

(a) *Base Rent*. During the Initial Term Tenant agrees to pay Landlord as annual base rent for the Premises the sum of Thirty-Six Thousand Dollars (\$36,000) (the Base Rent) payable in equal monthly installments of \$3,000 payable in advance on the first day of each month.

(b) *Initial Rent*. Upon execution of the lease, Tenant agrees to pay Landlord the first and last month's base rent in the sum of Six Thousand Dollars (\$6,000). Three Thousand Dollars (\$3,000) will be retained by the Landlord as the last month's rent of the Premises.

(c) *Rent Increases*. Commencing on July 1, 2025 and each July 1 thereafter, Tenant agrees to pay an annual rent increase of five percent (5%) added to the prior year's base rent.

#### **5. Condition of the Premises; Maintenance and Alterations.**

(a) *Condition Upon Delivery*. Tenant shall accept the Premises "as is" on the Commencement Date subject to completion of the items described in § 2 above



and except as provided for in said section, Landlord shall have no obligation to construct or install any improvements in the Premises. Tenant's taking possession of the Premises shall constitute Tenant's acknowledgment that the Premises are in all respects in the condition in which Landlord is required to deliver the Premises to Tenant under this Lease and that Tenant has examined the Premises and is fully informed to Tenant's satisfaction, of the physical and environmental condition of the Premises. Tenant acknowledges that Landlord, its agents and employees and other persons acting on behalf of Landlord have made no representation or warranty of any kind in connection with any matter relating to the physical or environmental condition, value, fitness, use or zoning of the Premises upon which Tenant has relied directly or indirectly for any purpose.

(b) *Maintenance.* Tenant, at its sole cost and expense, shall make all interior repairs to keep the herein leased premises in good order, and, without limiting the generality of the foregoing, the interior repairs shall include all necessary maintenance of the present electrical, plumbing and heating system; provided, however, that Tenant shall not be responsible for any individual repair or expense exceeding the cost of \$150. Tenant shall perform and shall be solely responsible for the payment of all snow removal and plowing at the Premises. Landlord shall repair any significant damage to all parking areas, sidewalks and landscaping. Landlord, upon receipt of notice, at its sole cost and expense, shall be responsible for and immediately make all major gas and/or electric repairs, all structural, exterior wall, roof repairs, and make replacement of the heating, plumbing, air conditioning and electrical systems, or any major portion thereof, including wire conduits, switchboard equipment, the major electrical circuits and water and sewer piping now on the herein demised premises.

(c) *Alterations.* (i) Tenant shall not make any alterations, additions, or improvements in or to the Premises or any part thereof, or attach any fixtures or equipment thereto, without Landlord's prior written consent. All alterations, additions, and improvements in or to the Premises to which Landlord consents shall be made by Tenant at Tenant's sole cost and expense. Tenant shall submit to Landlord plans and specifications for all work to be done by Tenant in a form sufficient to secure the approval of all government authorities with jurisdiction over the Premises and shall be otherwise satisfactory to Landlord in Landlord's reasonable discretion. Landlord shall notify Tenant promptly in

writing whether Landlord approves or disapproves such plans and specifications. If Tenant wishes to make any change in the approved plans and specifications, Tenant shall submit them to Landlord for Landlord's written approval and Landlord shall notify Tenant in writing promptly whether Landlord approves or disapproves such changes. After Landlord's written approval of such change, such change shall become part of the plans and specifications approved by Landlord. Tenant shall perform the work substantially in accordance with the plans and specifications approved in writing by Landlord. Tenant shall pay, as additional rent, the entire cost of all work (including the cost of all utilities, permits, fees, taxes, and property and liability insurance premiums in connection therewith) required to make the alterations, additions, and improvements. Under no circumstances shall Landlord be liable to Tenant for any damage, loss, cost or expense incurred by Tenant on account of any plans and specifications, contractors or subcontractors, design of any work, construction of any work, or delay in completion of any work.

(ii) Tenant shall keep the Premises free from mechanics, materialmen and all other liens arising out of any work performed, labor supplied, materials furnished, or other obligations incurred by Tenant. Tenant shall promptly and fully pay and discharge all claims on which any such lien could be based.

(iii) All alterations, additions, fixtures, and improvements, temporary or permanent in character, made in or to the Premises by Landlord or Tenant shall become part of the Premises and Landlord's property. Upon termination of this Lease, Landlord shall have the right, at Landlord's option, by giving written notice to Tenant at any time before or within ten (10) days after such termination, to retain all such alterations, additions, fixtures and improvements in the Premises, without compensation to Tenant, or to remove all such alterations, additions, fixtures and improvements from the Premises, repair all damage caused by any such removal, and restore the Premises to the condition in which the Premises existed before such alterations, additions, fixtures and improvements were made, and in the latter case Tenant shall pay to Landlord, upon billing by Landlord, the cost of such removal, repair and restoration. All movable furniture, equipment, trade fixtures, computers, office machines and other personal property shall remain the property of Tenant. Upon termination of this Lease, Tenant shall, at Tenant's expense, remove all such movable furniture, equipment, trade fixtures, computers, office machines and other personal property from the Premises and repair all damage caused by any such

removal. Termination of this Lease shall not affect the obligations of Tenant pursuant to this section to be performed after such termination.

## **6. Taxes.**

(a) *Personal property taxes.* Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon any trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in or upon the Premises or elsewhere (which amount shall also be included within the definition of Taxes). Tenant shall use reasonable efforts to cause the improvements, trade fixtures, furnishings, equipment, and all other personal property to be assessed and billed in Tenant's name, separately from the real property of Landlord. If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant's property within ten (10) days after receipt of a written statement setting forth the Taxes applicable thereto. Landlord will furnish Tenant upon request a copy of a receipted tax bill for any such taxes paid by Tenant.

## **7. Security Deposit.**

Upon the execution of this Lease, Tenant agrees to deposit with Landlord the sum of Fifteen Hundred Dollars (\$1,500) to be retained as a security deposit (the Security Deposit) for the performance by Tenant of all its covenants under this Lease and Tenant shall not be entitled to interest thereon. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provisions of this Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other charge in default or for the payment of any sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, the Tenant shall within ten (10) days after written demand therefor, deposit cash with Landlord equal to the amount so applied so that there shall always be not less than the amount of the initial Security Deposit on deposit, and Tenant's failure to do so will constitute a default under this Lease. Landlord shall have no obligation to hold the Deposit in a separate account and may commingle the Deposit in any other account maintained by Landlord. In the event of a sale or lease of the Premises, or any portion thereof, Landlord shall have the right to transfer the balance of said deposit to the vendee and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit; and Tenant agrees to

look solely to the new landlord for the return of said Security Deposit. If Tenant performs all of Tenant's obligations hereunder, the Security Deposit, or so much as has not been applied by Landlord, will be returned to Tenant within thirty (30) days of the Termination Date.

#### **8. Estoppel Statements.**

At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, execute, acknowledge and deliver to Landlord a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date and the Termination Date and the date, if any, to which all Rent and other sums payable hereunder have been paid; (c) that no notice has been received by Tenant of any default by Tenant hereunder which has not been cured, except as to defaults specified in such certificate; (d) that Landlord is not in default under this Lease, except as to defaults specified in such certificate; and (e) such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by Landlord and any actual or prospective purchaser or mortgage lender of the Premises or any part thereof.

#### **9. Utilities.**

Tenant shall contract for, in its own name, and will pay directly all charges incurred for all utility and services rendered or furnished on the premises as they become due except for water and sewer services which will be paid for by the Landlord. If Tenant fails to pay said charges, Landlord may elect to pay them and add the charges to the next rental installment due. Landlord may elect to forfeit or terminate this lease if Tenant fails or refuses to pay the charges for utility services as assessed or incurred. Landlord will in no event be required to furnish or be liable for any interruption or failure of any utility services on the Premises.

#### **10. Inspection.**

Landlord and Landlord's agents and representatives will have the right to enter and inspect the Premises at any reasonable time during business hours after not less than twenty-four (24) hours oral or written notice to Tenant, or at

any time in case of emergency, for the purpose of ascertaining the condition of the Premises, curing any default on the part of Tenant, making repairs to the Premises or showing the Premises to prospective tenants or purchasers or to any Mortgagee.

## **11. Casualty Damage.**

(a) *Obligation to Rebuild, Abatement of Rent.* If the Premises or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the term of this Lease, and this Lease is not terminated pursuant to subsection (b) of this section, Landlord shall repair such damage and restore the Premises to substantially the same condition in which the Premises existed before the occurrence of such fire or other casualty and this Lease shall, subject to this section, remain in full force and effect. If such fire or other casualty damages the Premises and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, officers, employees, contractors, licensees or invitees, then, during the period the Premises are rendered unusable by such damage, Tenant shall be entitled to a reduction in Base Rent in the proportion that the area of the premises rendered unusable by such damage bears to the total area of the Premises. Landlord shall not be obligated to repair any damage to, or to make any replacement of, any movable furniture, equipment, trade fixtures or personal property in the Premises. Tenant shall, at Tenant's sole cost and expense, repair and replace all such movable furniture, equipment, trade fixtures and personal property.

(b) *Termination.* If the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the term of this Lease and (i) such fire or other casualty occurs during the last twelve (12) months of the term of this Lease and the repair and restoration work to be performed by Landlord in accordance with subsection (a) above cannot, as reasonably estimated by Landlord, be completed within two (2) months after the occurrence of such fire or other casualty, or (ii) the insurance proceeds received by Landlord in respect of such damage are not adequate to pay the entire cost, as reasonably estimated by Landlord, of the repair and restoration work to be performed by Landlord in accordance with subsection (a) above, or (iii) the repair and restoration work to be performed by Landlord in accordance with subsection (a) above cannot, as reasonably estimated by Landlord, be

completed within six (6) months after the occurrence of such fire or other casualty, then, in any such event, Landlord and Tenant shall each have the right, by giving written notice to the other party within sixty (60) days after the occurrence of such fire or other casualty, to terminate this Lease as of the date of such notice. If Landlord or Tenant do not exercise the right to terminate this Lease in accordance with this section, Landlord shall repair such damage and restore the Premises in accordance with subsection (a) above and this Lease shall remain in full force and effect. A total destruction of the Premises shall automatically terminate this Lease effective as of the date of such total destruction.

## **12. Condemnation.**

(a) *Lease Termination.* If the whole of the Premises and the Building shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or purchase) of the Premises and the Building pursuant to which more than fifteen percent (15%) of the Building is taken (or purchased) or so much of the parking lot servicing the Tenant is taken (or purchased) as to render impossible the conduct of Tenant's business at the Premises, then Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of such termination to Landlord on or prior to the date sixty (60) days after the date of such taking (or purchase). Upon the giving of such notice, the Termination Date under this Lease shall be the last day of the calendar month in which such notice is given.

(b) *Application of Award.* In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of subsection (a) above, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking and further agree, that the aggregate net award, after deducting all expenses and costs, including attorneys' fees, incurred in connection therewith, payable to both Landlord and Tenant shall be paid to Landlord (of if required, to any Mortgagee) and distributed as follows: (i) so much of such net award as is available for distribution shall first be paid to any Mortgagee to the extent of the then unpaid principal amount on any Mortgage; (ii) all proceeds designated for the land constituting the Premises, as opposed to the Building, shall be paid to and belong exclusively to Landlord; (iii) the balance (the Fund) of the net award, if any remains, shall be divided between

Landlord and Tenant as follows: Tenant shall be paid an amount out of the Fund equal to Tenant's Share (as hereinafter defined) and Landlord shall be paid the entire balance thereof remaining after such payment to Tenant.

The term Tenant's Share, as used in this subsection, shall mean an amount equal to Tenant's unamortized cost of all building improvements, including equipment and trade fixtures not compensated for by insurance, incurred and paid in connection with the Premises (Tenant's Building Costs), less the total net proceeds of any award previously received and retained by Tenant from any prior partial takings (or purchases). For purposes of computing the Tenant's Share, the Building improvements installed and paid for by Tenant shall have an amortization period of thirty (30) years. All the equipment, trade fixtures and other improvements constituting personal property on the Premises shall have an amortization period of fifteen (15) years. Tenant expressly waives all claims for entitlement for the value of this Lease, its leasehold interest or its business operated at the Premises.

(c) *Partial Taking*. In the event of a partial taking (or purchase) not resulting in the termination of this Lease Landlord shall, at its own cost and expense, make all Restoration to the Building and other improvements affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit. Provided, however, that Landlord shall not be obligated to expend an amount in excess of the proceeds of the net award (together with any insurance proceeds) available to Tenant for such purposes, as hereinafter provided. Such condemnation proceeds shall be paid to the Landlord and distributed as follows: (i) so much of the net award as is available for distribution shall first be paid to any Mortgagee to the extent of the then unpaid principal amount on any Mortgage; (ii) all proceeds designated for the land constituting the Premises, as opposed to the Building, shall be paid to and belong exclusively to Landlord; (iii) all remaining compensation proceeds with respect to the Building available or paid to Landlord and Tenant upon such a partial taking (or purchase) shall be distributed to Landlord for the purpose of paying towards the cost of such Restoration, provided, Landlord's obligation to restore the Premises shall be limited to the amount of such award available for such purposes hereunder. In the event of such partial taking, this Lease shall continue, provided that the Base Rent due hereunder shall be reduced by multiplying same by a fraction, the numerator of which is the square footage of the gross ground floor area of

the Building remaining after such partial taking and the denominator of which is the gross ground floor area of the building on the date hereof. ·

### **13. Exemption of Landlord from Liability, Landlord's Default and Tenant's Remedies.**

(a) *Exemption.* Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom nor, unless through its gross negligence or willful misconduct, shall Landlord be liable for damage to the property of Tenant or Tenant's subtenants, agents, employees, customers, invitees, licensees and independent contractors (Guests) or injury to the person of Tenant or Tenant's Guests, whether such damage or injury is caused by or results from any cause whatsoever.

(b) *Indemnification.* Tenant agrees to hold the Landlord free and harmless from any liens, judgments or encumbrances created or suffered by the Tenant, and from any and all liability, penalties, losses, damages, costs and expenses, causes of action, claims or judgments arising from injury during the Term of the Lease to persons or property of any nature occasioned by any act or acts, omission or omissions, of the Tenant or of its employees, agents or servants, subtenants or contractors, and growing out of the occupation of the leased premises, and also against all legal costs and charges, including counsel fees, reasonably incurred in and about such matters, and the defense of any action arising out of the same, or in discharging the premises or any part thereof from any and all liens that may be placed thereon for charges incurred by Tenant.

(c) *Default by Landlord.* Landlord shall not be in default hereunder unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event until thirty (30) days after written notice by Tenant to Landlord specifying therein the obligation which Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

### **14. Insurance.**

(a) *Tenant Liability Insurance.* Tenant, at its own expense, shall provide and keep in force a single limit comprehensive general liability insurance policy against liability for bodily injury and property damage in the amount of not



less than \$2,000,000 with respect to injuries to or death of more than one person in any one occurrence, such limits to be for any greater amounts as may be reasonably indicated by circumstances from time to time existing. In addition, Tenant shall maintain in full force and effect, Workers' Compensation insurance as required by all applicable laws. Tenant shall furnish Landlord and, or any Mortgagee with certificates of such policies on or before the Commencement Date of this Lease and whenever required shall satisfy Landlord that such policies are in full force and effect.

(b) *Hazard Insurance.* The Landlord shall maintain in full force and effect on the Building and other improvements a policy or policies of fire and extended coverage insurance with standard coverage vandalism, malicious mischief, special extended perils (all risk) endorsements to the extent of the replacement value thereof.

(c) *Tenant Personal Property Insurance.* Tenant, at its own cost and expense, shall provide and keep in force and effect on its own furniture, furnishings, fixtures and equipment located in the Building, policies of fire and extended coverage insurance with standard coverage vandalism, malicious mischief, special extended perils (all risk) and difference in conditions coverages and against such other risks or hazards and in such amounts as Landlord and any Mortgagee shall require from time to time.

(d) *Miscellaneous Requirements.* All insurance provided for in this section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which have been approved in writing by Landlord and, or any Mortgagee, as to the qualifications of insurers and the amounts of insurance to be written by each. All deductible amounts under each such insurance policy shall be subject to Landlord's prior written approval. Each policy to be maintained by Tenant shall expressly provide that that policy shall not be cancelled or altered without thirty (30) days' prior written notice to Landlord and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and such period of thirty (30) days shall have expired.

(e) *Insurance Endorsement.* Each policy carried by Tenant pursuant to this section shall name Landlord and any Mortgagee as an additional insured, shall be primary and noncontributing with any insurance carried by Landlord, and shall have attached thereto endorsements (i) that such policy shall not be

cancelled, modified, reduced or surrendered without at least ten (10) days' prior written notice to Landlord and, or, any Mortgagee; and (ii) that no act or omission of Tenant shall invalidate the interest of such person or entity entitled to such notice.

#### **15. Waiver of Subrogation.**

Landlord and Tenant hereby mutually waive any and all rights of recovery against one another for real or personal property loss or damage occurring to the Premises or any personal property therein from perils insured against under the insurance policies existing for the benefit of the respective parties and will assure that such insurance permits waiver of liability and contains a waiver of subrogation. Nothing herein contained shall relieve Tenant from any liability to Landlord in connection with any uninsured damage to the Premises by fire or other casualty if Tenant shall be legally liable in such respect.

#### **16. Use, Compliance with Law.**

Tenant shall, at Tenant's expense, comply promptly with, and shall not use the Premises in violation of any laws, insurance company requirements and restrictive covenants regulating the use by Tenant of the Premises and shall, at Tenant's expense, obtain and comply with the terms of any and all licenses and permits necessary for any such use. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a public or private nuisance. Tenant shall not use or permit the Premises to be used for any purpose which would render the insurance thereon void or cause an increase in the premiums for such insurance. Tenant shall not use, keep or dispose of on the Premises or in the Building any kerosene, gasoline or inflammable or combustible fluid or material or corrosive, flammable or other toxic or hazardous wastes.

#### **17. Liens and Encumbrances.**

Tenant will not cause, suffer, or permit any liens or encumbrances on, nor do any act which will in any way encumber or impair, the title of Landlord in and to the Premises. Any claim to, or lien upon the Premises arising from any act or omission of Tenant, including, but not limited to, any mechanic's or materialmen's liens, will accrue only against the leasehold estate of Tenant and will be subject and subordinate to the paramount title and rights of Landlord in

and to the Premises. Landlord may, but will not be obligated to, procure the discharge of any such lien. Any amount so paid by Landlord, and all reasonable legal and other expenses of Landlord in defending any such action or procuring the discharge of such lien, shall become due and payable as Additional Rent on the date of Landlord's notice to Tenant of such payment or deposit.

#### **18. Subordination; Attornment; Sale.**

(a) *Subordination.* Tenant accepts this Lease subject and subordinate in all respects to any underlying lease including any ground lease (the "underlying lease") and, or any Mortgage which may now or hereafter be placed on or affect such underlying lease or the fee interest in the Premises, and to each advance made, or hereafter to be made, under any such Mortgage, and to all renewals, modifications, consolidations, replacements, extensions and substitutions of and for such underlying lease or Mortgage. This section shall be self-operative, and no further instrument of subordination shall be required. In confirmation of such subordination, however, Tenant shall execute and deliver promptly any certificate that Landlord, any Mortgagee and, or any underlying lessor or their respective successors in interest may request.

(b) *Attornment.* If any foreclosure proceedings are brought under any Mortgage or any Mortgagee obtains possession of the Premises by deed in lieu of foreclosure, or if any underlying lessor shall obtain possession of the Premises, or in any other such similar matter, Tenant, at the request of any such party obtaining possession will attorn to and recognize them as Landlord under this Lease. Tenant shall, at the request of Landlord, execute a document in form proper for recording confirming such agreement to attorn.

(c) *Non-Disturbance.* Tenant's subordination and attornment covenants under this section are conditioned upon the requirement that any Mortgagee, notwithstanding the foreclosure of its Mortgage, shall not disturb Tenant's use and occupancy of the Premises as long as Tenant is not in default under this Lease. Provided, however, that after any Mortgagee becomes landlord hereunder, Tenant shall look exclusively to the Landlord and not to such Mortgagee with respect to any claims which Tenant may have with respect to this Lease which arose prior to such Mortgagee's possession and Tenant shall not reduce or setoff such claims against the rent due the Mortgagee as successor Landlord.

(d) *Sale of the Premises.* If the original Landlord hereunder, or any successor owner of the Premises, sells or conveys the Premises, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefrom, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner.

#### **19. Assignment and Subletting.**

(a) *Subletting.* Tenant shall not, directly or indirectly, sublet this Lease or any interest herein. Notwithstanding the foregoing, Landlord acknowledges that the Premises are to be occupied by the Northeastern Connecticut Regional Probate Court.

(b) *Assignment.* Tenant shall not, directly or indirectly, assign this Lease or any interest herein.

#### **20. Default.**

The occurrence of any one or more of the following events will constitute a default hereunder:

(a) Tenant fails to make any payment within ten (10) days after the same is due hereunder.

(b) Tenant voluntarily sublets or assigns this Lease or any part thereof.

(c) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease and Tenant fails to cure such default within thirty (30) days after notice thereof in writing to Tenant, provided, however, if such failure cannot by its nature be cured within such thirty (30) day period, Tenant shall not be in default hereunder if during such thirty (30) days Tenant commences to cure such default and thereafter diligently and continuously pursues such cure to completion.

(d) Tenant files a petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act of the United States or shall be adjudicated a bankrupt or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Tenant as a bankrupt pursuant to the Bankruptcy Act of the United States or any similar federal or state law is filed and such petition or

answer shall not be discharged or denied within sixty (60) calendar days after the date of filing thereof.

(e) A receiver, trustee or liquidator of Tenant or of all or substantially all the property of Tenant or of its interest in the Premises shall be appointed in any proceeding brought by Tenant, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Tenant and if such receiver, trustee or liquidator shall not be discharged within sixty (60) calendar days after such appointment.

(f) The Premises shall have been abandoned or left unoccupied for thirty (30) consecutive calendar days.

(g) The occurrence of any other event which is defined as a default elsewhere in this Lease, together with the passage of the applicable grace period, if any, without cure.

## **21. Remedies.**

Upon the occurrence of any one or more events of default, Landlord may at its election, either terminate this Lease or terminate Tenant's right to possession only, without terminating this Lease, pursuant to the following provisions:

(a) *Termination of Lease.* (i) Landlord shall have the right, at its election, to terminate this Lease on a date specified in a notice from Landlord to Tenant, which date shall not be less than thirty (30) days from the date of receipt of such notice. On such Termination Date, all right, title and interest of Tenant hereunder shall expire, and Tenant shall then peaceably and quietly quit the Premises and surrender the same to Landlord, but Tenant shall remain liable as hereafter provided. If any such notice is given, Landlord shall have the immediate right of re-entry and possession of the Premises and the right, pursuant to the provisions of Section 21.3, to remove all persons and other property therefrom.

(ii) Upon termination of this Lease, Landlord at its option shall be entitled to recover as liquidated damages, in lieu of all other claims for damages on account of the termination of this Lease, an amount equal to the total of: all Rent due and payable by Tenant through the Termination Date; an amount equal to the value of Rent to be paid by Tenant for the residue of the stated term hereof, less the fair rental value of the Premises for the remainder of the stated term (taking into account all time and expenses necessary to obtain the

replacement tenant or tenants); and the cost of performing any other covenants to be performed by Tenant hereunder. Tenant's economic obligations under this subsection shall survive the termination of this Lease. Said amount shall be due and payable by Tenant immediately upon demand by Landlord.

(b) *Termination of Possession.* (i) Landlord shall have the right at its election to terminate Tenant's right of possession only, without terminating this Lease, on a date specified in a notice from Landlord to Tenant, which date shall not be less than thirty (30) days from the date of receipt of such notice, and on such date, all rights of Tenant with respect to possession of the Premises shall expire. Upon such date, Landlord may, at its option, repossess the Premises pursuant to the provisions of Section 21(c), without terminating this Lease or releasing Tenant, in whole or in part, from any of Tenant's obligations hereunder, including the payment of Rent hereunder for the full Term.

(ii) Landlord will make a reasonable attempt to relet the Premises for such rent and upon terms satisfactory to Landlord. If Landlord does not relet the Premises, Tenant will periodically pay Landlord when due all Rent and other amounts due from Tenant to Landlord under this Lease for the remainder of the Lease Term. If the Premises are relet and a sufficient sum is not realized from such reletting (after paying all the reletting costs and the collection of the rental accruing therefrom) to satisfy the Rent for the remainder of the Lease Term, Tenant will be liable for the difference in Rent and shall pay same upon demand to Landlord. Tenant agrees that Landlord may commence successive actions to recover any sums falling due under the terms of this section or may, upon such reletting, terminate this Lease pursuant to this section and proceed against Tenant in one action for liquidated damages thereunder. Landlord shall not be liable or responsible for failure to relet the Premises, or if the Premises are relet, for failure to collect the rent thereof under such reletting.

(c) *Repossession of Premises.* Upon termination of this Lease or upon termination of Tenant's possession, Landlord may peacefully reenter the Premises without process of law and remove all persons, fixtures, chattels, signs, and other evidence of tenancy therefrom and Landlord will not be liable for any damages resulting therefrom unless caused by Landlord's gross negligence or willful misconduct. Upon such repossession, Landlord may again have and enjoy the same as if this Lease had not been made, and in any such event, neither Tenant nor any person claiming through or under Tenant shall be entitled to possession of the Premises but shall immediately quit and surrender the Premises. Tenant shall pay to Landlord, upon demand, any and

all expenses incurred in such removal and all storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control. Landlord may thereafter, for the purpose of reletting the Premises pursuant to this Lease, make any repairs, changes, alterations or additions in or to the Premises and incur reasonable reletting costs as may be necessary, in Landlord's sole discretion.

(d) *Miscellaneous Remedy Provisions.* (i) Nothing herein shall limit or prejudice the right of Landlord to prove and obtain the maximum damages allowed by any statute or rule of law in any proceedings for bankruptcy or insolvency, whether or not the amount be greater than the amount of damages otherwise allowed under this section.

(ii) Landlord may collect and receive any Rent due from Tenant, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, serve to reinstate, continue or extend the Lease Term or be held to waive, affect, change, modify or alter the rights or remedies which Landlord has against Tenant in equity or at law or by virtue of this Lease, unless any such rights are specifically waived by Landlord in writing.

(iii) If Tenant at any time fails to make any payment or perform any of its obligations hereunder, Landlord may, but shall not be obligated to make such payment or performance and in connection therewith to pay expenses and employ counsel. All sums so paid by Landlord shall be deemed Additional Rent and shall be payable upon demand, and Landlord shall have the same rights and remedies for the nonpayment thereof as in the case of default in the payment of Rent. Unless caused by Landlord's gross negligence or willful misconduct, Landlord shall not in any event be liable for any damages caused by reason of Landlord's performance hereunder.

## **22. Landlord's Lien.**

In addition to any statutory lien Landlord has, Tenant hereby grants to Landlord a continuing security interest in all personal property of Tenant situated on or about the Premises which is underground or cannot be removed without material damage to the Premises. Such property will not be removed from the Premises without Landlord's consent until all sums of money and other obligations then due Landlord hereunder are first paid and discharged. Upon a default under this Lease, Landlord shall have, in addition to all other remedies provided herein or by law, all rights and remedies under the Uniform

Commercial Code, including, without limitation, the right to sell the property described in this section at public or private sale upon five (5) days' notice to Tenant. This contractual lien will be in addition to any statutory lien for rent.

**23. Surrender.**

Upon the Termination Date, Tenant shall at once peaceably surrender the Premises to Landlord in the same condition in which the same were received from Landlord at the Commencement Date, ordinary wear and tear excepted. All property situated on the Premises which is not owned by Landlord shall be disposed of and be deemed owned by the applicable parties in accordance with the provisions of this Lease.

**24. Holding Over.**

Any holding over by Tenant of the Premises after the Termination Date will operate and be construed to be a tenancy from month to month only at a monthly rental of one hundred twenty-five percent (125%) of the last monthly Base Rent plus all other Additional Rent payable hereunder, and upon the terms hereof applicable to month-to-month tenancy. Nothing contained herein is to be construed to give Tenant the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises and damages resulting from any such holding over.

**25. Quiet Enjoyment.**

Tenant, provided it is not in default hereunder, shall peaceably and quietly hold, occupy, and enjoy the Premises for the Lease Term without hindrance, ejection, or interruption by Landlord, or persons lawfully or equitably claiming under Landlord.

**26. Notices.**

All notices required or permitted hereunder or required by law shall be in writing and either served personally upon the party or an officer of the party to whom the notice is addressed or sent via United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at their respective addresses set forth below or as they have heretofore specified by written notice delivered in accordance herewith and shall be deemed given when received or upon refusal to accept, or upon return because of impossibility to deliver. The mailing address of Landlord and Tenant are:



*Landlord:*

Gould Enterprises, LLC  
225 Kennedy Drive, Ste A  
Putnam, CT 06260  
ATTN: Mr. Eric Gould

*Tenant:*

Town of Putnam  
200 School Street  
Putnam, CT 06260  
ATTN: Town Administrator

Any notice by either party hereto to the other which relates to a default which, if not cured within the applicable grace period, would give rise to termination rights by either party shall be simultaneously given to any Mortgagee or underlying lessor of the Premises.

## **27. Recording.**

Tenant shall not record this Lease and any such recordation shall be a default hereunder. Concurrently with the execution of this Lease, Landlord and Tenant shall, at the request of either party, execute a short form "memorandum" of this Lease prepared by Landlord in form suitable for recording which the requesting party may, at its cost, record, provided that the recording party shall furnish a copy bearing the recorder's stamp to the other party. Upon the termination of this Lease, Tenant shall, at the request of Landlord, execute and deliver to Landlord a lease cancellation instrument in form suitable for recording.

## **28. Miscellaneous.**

(a) *Definitions.* Words of any gender used in this Lease will be construed to include any other gender and words in the singular number shall include the plural unless the context requires otherwise. The term "person" when used in this Lease shall mean any individual, corporation, partnership, limited partnership, firm, trust, joint venture, business association, syndicate, combination, organization or any other person or entity. The term "business day" when used in this Lease shall mean any day other than Saturday, Sunday or any legal holiday under the laws of the United States or the State of Connecticut.

(b) *Binding Effect.* The terms, provisions, covenants, and conditions contained in this Lease will apply and inure to the benefit of and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

(c) *Entire Agreement*. This Lease and any Exhibits hereto contain all agreements of the parties with respect to any matter mentioned herein or therein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

(d) *Time of the Essence*. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained.

(e) *Separability*. If any term or provision of this Lease is to any extent held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected thereby, but each term and provision of this Lease will be valid and be enforceable to the fullest extent permitted by law.

(f) *Non-Exclusive Remedies*. No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.

(g) *No Waiver*. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act.

(h) *No Merger*. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part hereof by reason of the fact that the same person may acquire or hold all or part of both such estates.

(i) *Governing Law*. This Lease shall be construed and enforceable in accordance with the laws of the State of Connecticut.

(j) *Assignment by Landlord*. Nothing in this Lease is to be deemed to limit or affect the right of Landlord to sell, assign, encumber, transfer, lease or otherwise dispose of any or all of Landlord's interest in any portion or all of the Premises. From and after the date of any such transfer, Landlord shall be relieved of all liability for Landlord's obligations thereafter to be performed hereunder.

(k) *Requested Amendments.* Tenant agrees to execute any amendments to this Lease required by a lender to enable Landlord to obtain financing for the Premises or to enable Landlord to effectuate a sale of the Premises or any portion thereof so long as Tenant's rights hereunder are not materially adversely affected thereby.

(l) *Avoidance of Lease.* Landlord may take any action to terminate, rescind or avoid this Lease, notwithstanding bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceedings affecting Tenant and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Tenant or by any court in any such proceeding.

(m) *Waiver of Rights.* Tenant hereby waives for itself and all those claiming under it, any rights which it may have under any present or future constitution, statute or rule of law: (i) to redeem the Premises after termination of Tenant's right of occupancy by order or judgment of any court or by any legal process or writ; (ii) which exempts property from liability for debt or for distress for rent; (iii) which entitles Tenant to notice or hearing prior to Landlord obtaining any prejudgment remedy; in connection herewith, Tenant waives and relinquishes all rights to notice and hearing under Connecticut General Statutes § 52- 278a *et seq.*; (iv) which entitles Tenant to receive any prior notice to quit as a condition precedent to Landlord's filing of a complaint and summons for immediate possession or occupancy of the Premises, all as provided in Chapter 832 of the Connecticut General Statutes, as amended; and (v) to a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters whatsoever arising out of or in any way connected with this Lease.

(n) *Expenses and Attorneys Fees.* If there is any legal action or proceeding between Landlord and Tenant arising from or based upon this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred by such prevailing party in such action or proceeding.

(o) *Alternate payment arrangements.* Notwithstanding the provisions of this Lease, the parties may agree on an alternate method or methods of payment of any obligation of Tenant whereby Tenant reimburses Landlord for the cost of any such obligation, or the parties may agree to periodic payments for any such obligation. By way of example, and not by limitation, this provision may be

applicable to Tenant's obligations to pay insurance premiums, taxes and utilities.

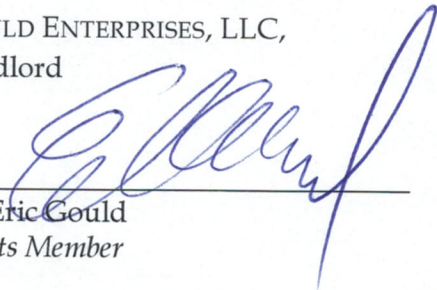
(p) *Change of Law.* Notwithstanding the provisions of this Lease, the obligations of the Tenant, with Tenant's notice given to Landlord at least 6 months prior or by the following July 1<sup>st</sup>, whichever is greater notice, hereunder shall terminate and be of no further force and effect in the event there shall be a change in law which eliminates the Northeast Connecticut Regional Probate Court or consolidates the same with and into another regional probate court.

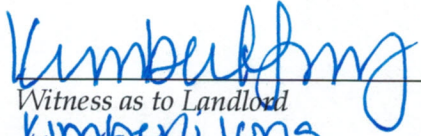
IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals to two (2) copies hereof, each to be deemed a duplicate original, on the dates set forth in their respective acknowledgements.

Signed, Sealed and Delivered  
in the presence of:

GOULD ENTERPRISES, LLC,  
Landlord

  
\_\_\_\_\_  
*Witness as to Landlord* April Dean

By   
\_\_\_\_\_  
Eric Gould  
Its Member

  
\_\_\_\_\_  
*Witness as to Landlord*  
Kimberli Long

TOWN OF PUTNAM, Tenant

\_\_\_\_\_  
*Witness as to Tenant*

By \_\_\_\_\_  
Norman B. Seney, Jr.  
Its Mayor

\_\_\_\_\_  
*Witness as to Tenant*

STATE OF CONNECTICUT )  
 : ss.  
COUNTY OF WINDHAM )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May 2024, by Eric Gould, member duly authorized of Gould Enterprises, LLC, a Connecticut limited liability company, on behalf of the company as the free act and deed of the company and as his free act and deed as member of the limited liability company.



Kimberli Farrell Kenyon Long Notary Public, State of Connecticut My Commission Expires Dec. 31, 2026
--

Kimberli Farrell Kenyon Long  
\_\_\_\_\_  
, Notary Public  
My commission expires: 12/31/26

STATE OF CONNECTICUT )  
 : ss.  
COUNTY OF WINDHAM )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2024, by Norman B. Seney, Jr., Mayor, duly authorized of the Town of Putnam.

\_\_\_\_\_  
, Notary Public  
My commission expires:

## AGENDA ITEM COVERSHEET

**Item:** Request Approval to Modify Approval of ARPA funds to reduce the Amount Designated for Kennedy Drive Parking Improvements by \$95,515; and then designate that amount of ARPA funding to the Purchase of a Emergency / Stand-by Generator Set for the Putnam Fire and Police Department.

**Submitted by:** Elaine Sistare, Town Administrator

**Date for Consideration:** May 6, 2024

**Town Attorney Review Required:** Not applicable.

### **Financial Summary:**

Based on the recent received bid for Kennedy Drive Parking Improvements, there will be available ARPA funds to re-allocate for other projects.

### **Staff Recommendation:**

Approve use of ARPA funds for the Police and Fire Generator Purchase

### **Supporting Materials (if yes, list attachments):**

Quote from Cummins (4 pages)

Date: May 24, 2023

To:  
Town of Putnam  
Attn: Robert Campbell

Project: Putnam Fire & Police Dept.  
Location: Putnam, CT  
Proposal No.: Q-176348

Prepared By:  
Leonardo Dasilva  
201-452-3763  
leonardo.dasilva@cummins.com

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We are pleased to provide you our proposal for your Emergency / Stand-by generator set, plus associated equipment and described herein.

### SCOPE OF WORK & BILL OF MATERIALS

One (1) new Cummins Power Generation generator model no. C80D6C, rated at 80 kW, 208 volts AC, 3 phase, 4 wire, 60 hertz, 1800 RPM, for operation on diesel fuel. Outdoor application package to include our standard features, plus the following:

- EPA Tier 3 emission certified engine
- Emergency/Stand-by
- UL 2200 Listed
- NFPA 110, Level 10, Type 1
- Battery charging alternator
- Isochronous electronic governor
- Exciter/Regulator: PMG
- Alternator 60Hz, IMS
  - UC3C frame, 4 poles, 12 lead
  - 105C/40C temperature rise, 110 kVA
  - 368 mSKVA, 90% sustained voltage
  - 12% Subtransient reactance
- PowerCommand 2.3, genset control panel
  - AmpSentry utility grade (NGRU) protective relay
  - LED backlit LCD graphic display, 320x240 pixels
  - ModBus RTU communications output
  - Relays-genset status, user configured
  - Local emergency “E-Stop” switch

Onan UL 508 listed PowerCommand Control Panel featuring a microprocessor based digital control system with the following:





- Digital display panel
  - Cyclic cranking controls, adjustable
  - Self-diagnostics with LED's for self-test
  - Run-off-auto switch
  - Emergency stop switch
  - Digital AC voltage line to line
  - Digital AC current by phase
  - Digital AC kilowatts
  - Digital AC kilowatt hours
  - Digital AC power factor
  - Digital engine oil pressure
  - Digital engine coolant temperature
  - Digital engine RPM (tachometer)
  - Digital DC battery voltage
  - Digital engine starts counter
  - Digital engine running hours
  - Low oil pressure shutdown and pre-alarm
  - High engine temperature shutdown and pre-alarm
  - Low coolant level shutdown
  - Overspeed shutdown
  - Fail to crank shutdown
  - Overcrank shutdown
  - Oil pressure sender failure warning
  - Water temperature sender failure warning
  - Alternator overcurrent warning
  - Low engine temperature warning
  - Engine overload warning with load shed
  - Low fuel level warning
  - Low battery voltage warning
  - High battery voltage warning
  - Weak battery warning
  - Four (4) customer selected shutdowns or warnings
- 
- Mainline generator output circuit breaker:
    - Loc. A, 125A-400A, LSi trip unit, 3-pole, 600V, 100% rated, UL ~ (Fire House)
  - Engine mounted radiator and fan 122F/50C ambient
  - Structural steel base rails
  - Vibration isolators, skid mounted
  - Engine block coolant heater, 1500 watts, 120 volts AC
  - Oil heater, 150 watts, 120 volts AC
  - Lube oil and 50/50 antifreeze
  - Air intake filter
  - Engine oil filter
  - Fluid drain extensions, oil & coolant
  - Battery racks and cables
  - External 6A battery charger
  - Warranty, 2 years
  - Factory test report
  - Owner's manuals

- Enclosure: Factory, pre-engineered, skin-tight, weather protective, Quiet-Site level-1 sound attenuated with internally mounted critical-grade exhaust system:
  - Aluminum type
  - Stainless steel hardware
  - Sound attenuated to 74.6 dB(A) at 23 feet, full load
  - Access lockable doors with keyed latches
  - Wind resistance ASCE-7, 180 mph
  - Paint color, Onan green
  
- Fuel Tank: 353-gallon, sub-base type diesel fuel tank, 48-hour rated
  - UL-142 approved sub-base fuel tank
  - Double wall secondary containment
  - Low/leak alarm floats and switches
  - Fuel gauge, mechanical dial readout
  - Locking manual fill cap
  - Flexible fuel lines, supply/return
  - Conduit stub-up area
  
- Shipped loose, generator items:
  - (2) 24LTV engine starting batteries, lead-acid type, 12 volts DC
  - (2) Remote annunciator panel, NFPA-110, surface wall mounted

**Two (2) new 225amp rated automatic transfer switch, 3-poles, 208 volts AC, 3 phase, 4 wire, 60Hz, built in a NEMA type 1 rated enclosure.**

- UL-1008 listed
- Digital control panel w/ LED back-lit LCD display
- Auxiliary relays and 2-wire engine start
- Warranty, 2 years

**One (1) Provide installation of new Cummins Power Generation, stand-by diesel generator-set and automatic transfer switches, at the Putnam Fire & Police Dept. at 189 Church St. Putnam, CT. This includes the following:**

Install (1) new Cummins C80D6C, 80kW rated, heavy duty engine, U.S EPA emissions certified diesel compression-ignited. Install (2) new 225A rated automatic transfer switches; (1) at the fire house and (1) at the police station.

**COMPLETE INSTALLATION INCLUDES:**

- The Disconnect and remove of the existing Cummins 50Kw generator from site.
- Remove the old fuel from the generator and dispose of.
- Replace existing concrete slab and extend conduit and feeders as required.

- Set new Cummins generator in place and secure to the pad.
- Add four (4) bollards around the new generator for protection
- Re-use all existing emergency generator feeders from the existing generator going to the fire house.
- Supply and install one (1) new, 225 amp ATS at the fire house to replacing existing Cummins OTIII
- Supply and install one (1) new, 225 amp ATS on wall next to the panel in the new office space at the police station's annex bldg., and extend emergency feeders and engine start signal from the fire house ATS to the new annex building ATS
- Install generator remote annunciators... One (1) at fire House and one (1) at the police station.
- Supply temporary power for radio rooms during shutdown and changeovers

#### Distributor Field Services:

- Start-up assistance
- Resistive load bank test

**TOTAL SALE PRICE \$95,515.00**  
**Sales Tax Not Included**

#### CLARIFICATIONS:

1. Diesel fuel for generator is not included. To be supplied by the owner.

#### NOTES:

1. The above price will be held firm for 30 days from date of quotation.
2. Terms of Sale apply. Please see details on next page.
3. Engineering coordination study, short-circuit analysis, circuit breaker testing and independent tests are not included in this proposal and is the responsibility of others.
4. Field tests for Infra-red scanning, NETA, DEMA, exhaust emissions, exhaust back-pressure, harmonic content, voltage & frequency stability, ground fault, noise level are not included with this proposal.
5. The quoted price is **FREIGHT ALLOWED** to first destination, delivered on an **enclosed box truck**, unless otherwise specified above. Equipment unloading, storage and rigging are the responsibility of others.

#### LEAD TIME:

1. 45 weeks estimated generator shipping lead-time
2. 15 weeks estimated transfer switch shipping lead-time



Dawn Dionne  
42 Mill Street  
Putnam, CT 06260  
860-420-6128  
[ddionne@centrevillebank.com](mailto:ddionne@centrevillebank.com)

04/25/2024

To Whom It May Concern,

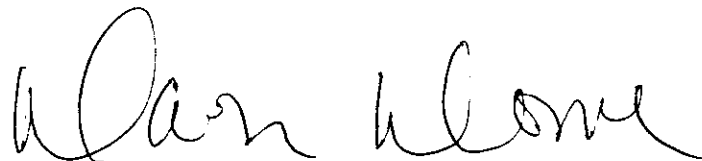
This letter is to inform you that I will resign from my position as Board of Finance Alternate of Putnam, CT effective immediately, due to being too busy with family obligations. I do not feel it is fair to the other board members to remain in this position if I cannot attend the proper number of meetings.

I wish to thank you for the opportunity to serve such an outstanding town and its people for the past four years. I enjoyed my time in this capacity tremendously and hope my service during this time was valuable to the town as it was to me. I will remain on the WPCA Board as Vice Chair.

Please let me know if you have questions for me or if there is anything I can do to support the transfer of my responsibilities.

Wishing you everything of the best for your continued success.

Sincerely,

A handwritten signature in black ink that reads "Dawn Dionne". The signature is written in a cursive, flowing style.

Dawn Dionne

# Kristopher Jonathan Bernier

Town of Putnam CT | Generated 5/1/2024 @ 3:29 pm by OnBoard2 - Powered by ClerkBase

## Status

**Name** Kristopher Jonathan Bernier

**Application Date** 5/1/2024

**Expiration Date** 5/1/2026

**Board Member** **Kristopher Jonathan Bernier**

**Status** Validated

Board	Vacancies	Status
Board of Finance ::Alternate	1	Pending

## Basic Information

**Name**  
Kristopher Jonathan Bernier

**Date of Birth**  
7/26/1973

## Contact Information

**Address**  
31 George St.  
Putnam, CT 06260

**Yes, I am a resident**  
Yes

**Ward/District**

**Email**  
Copland726@aol.com

**Phone**  
860-753-7911

**What are your political party affiliations?**  
Republican

## Additional Information

**Notes**  
I am born and raised in Putnam . I have been a Putnam Police officer for the past 18 years after serving 10 years in the United States Marine Corps. I have a love for this town and am looking forward for the opportunity to further serve the people of this community.

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