

**LEASE AGREEMENT  
TOWN OF LITCHFIELD AND LITCHFIELD PUBLIC SCHOOLS  
LITCHFIELD VOLUNTEER AMBULANCE, INC.**

LEASE AGREEMENT made as of \_\_\_\_\_, 2021 by and between the TOWN OF LITCHFIELD (the "Town") a Connecticut municipal corporation, having its administrative offices at the Litchfield Town Hall, 74 West Street, Litchfield, Connecticut 06759; the LITCHFIELD PUBLIC SCHOOLS ("School System"), with an address of 35 Wamogo Road, Litchfield, CT 06759; and the LITCHFIELD VOLUNTEER AMBULANCE ("LVA"), a Connecticut non-stock corporation with an address c/o its Chief Officer, 11 East Street, P. O. Box 851, Litchfield, CT 06759.

1. Premises: Whereas the Town is the owner in fee of the Litchfield Intermediate School building ("LIS") and the School System exercises statutory custody and control of such building, the Town and the School System hereby lease to the LVA, and the LVA hereby accepts from the Town and the School System a portion of the second floor of the Litchfield Intermediate School building ("LIS") as more particularly described on Schedule A attached hereto and incorporated herein (the "premises").

2. Purposes: The purposes of this lease are as follows:

- a. To provide a site for training instruction and classes provided to staff and the public by the LVA.
- b. To provide the Town with a central facility for the Litchfield Emergency Operations Center ("LOC"), including communications and response coordination for natural disasters and emergencies; and

The premises are to be used solely for these purposes and no other purpose or use without the prior written agreement of all parties to this lease.

3. Term: The term of this lease shall be for an initial period of ten (10) years. The term shall commence upon the execution of this lease by all three parties. On or about ninety (90) days of the expiration of said term, the parties shall begin negotiation to consider and, if agreed, extend this Lease or execute a new lease.

4. Rent: The rent shall be One (\$1.00) Dollar per year due on the anniversary of this lease and emergency medical services provided by LVA to the residents of the Town.

5. Routine Clean-Up: LVA shall be responsible for all routine clean-up of the premises after it concludes its programs for the day and shall repair or cause to be repaired any damage its members, agents, or invitees cause to the premises. If LVA fails to perform such, then upon prior written notice by the Town, the Town may perform or cause to be performed necessary clean up or repair and charge the cost of such services to LVA. Any contractors and subcontractors performing work on the premises must be properly licensed and adequately insured and must be approved in advance by the Town and the School System.

6. Other Users/Programs at LIS: LVA agrees that its programs shall not unreasonably disturb other occupants or activities at the LIS. LVA agrees its programs, agents, and invitees shall not interfere with the conduct of classes, school activities, or Town activities at the LIS. LVA agrees it will comply with reasonable requests for enjoyment of other parts of the LIS made by the Town and School System.

7. Taxes: The premises are exempt from taxation as municipal property.

8. Utilities: The Town shall continue to pay for utilities at the premises. If LVA's use of the premises results in a substantial rise (in the Town's sole discretion) in utility costs at LIS, LVA shall negotiate a cost-sharing arrangement with the Town in good faith.

9. Insurance: LVA shall maintain not less than \$1 million general public liability and renter's insurance, naming the Town and the School System as additional insureds, and shall provide sufficient insurance to cover any of its, equipment, supplies, and personal property at the premises. LVA shall provide the Town with evidence of its insurance coverage which shall provide thirty (30) days advance notice to the Town of policy cancellation or nonrenewal, waiving all rights of subrogation. If there is any additional cost to the Town to insure the LIS or the premises, LVA shall reimburse the Town for the additional cost to insure the building and the premises within thirty (30) days of billing by the Town.

10. Indemnification: LVA covenants at all times to indemnify and save the Town and the School System harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property on, in or about the leased premises or to the leased premises themselves resulting from any act done or omission by or through LVA, its agents, employees, invitees, or any person on the premises by reason of its use or occupancy or possession of the premises and any and all loss, cost, liability, or expense resulting from the same; and further covenants at all times to maintain such premises in a safe and careful manner.

11. Default: If LVA breaches any term of this agreement or fails to perform, including but not limited LVA ceasing to provide emergency medical services to the residents of Litchfield as provided herein, LVA shall be in default, and shall correct such default to the reasonable satisfaction of the Board of Selectmen, within ninety (90) days of receipt of notice of default.

12. Reversion: This lease shall terminate and the premises shall revert to the Town free and clear of the right of LVA to use or occupy the premises if LVA dissolves, forfeits its charter, ceases to operate or to serve the Town, files bankruptcy or becomes insolvent, merges with another emergency medical services provider, or otherwise defaults under the terms of this lease and within

ninety (90) days of receipt of notice of default fails to correct such default to the reasonable satisfaction of the Board of Selectmen.

13. Dispute Resolution: The parties shall attempt to settle any dispute arising under this lease through direct negotiations between the Board of Selectmen, School Superintendent, and the executive officers of LVA. If such negotiations reach an impasse, then any party may, upon written notice to the other party, request mediation by a mutually agreeable mediator. If the parties are unable to agree on the choice of a mediator, or if mediation fails to resolve the dispute, then any party may make a written demand on any other party for arbitration before a panel consisting of one (1) arbitrator chosen by each party. The arbitration shall be conducted under the Superior Court rules governing arbitration, at the Litchfield Town Hall. The decision of the arbitration panel shall be final, conclusive and binding on the parties with each party sharing equally in the cost of arbitration and paying its own attorney's fees and costs.

14. Co-occupancy: The Town and the School System retain the right to use the premises during periods when LVA is not using the premises. Each party shall retain keys to the premises.

15. Assignment, Subletting: This lease shall not be assigned and no subletting or renting of the facility or any portion of the premises is permitted.

16. Damage by Casualty: If the building shall be destroyed or shall be so damaged by fire or other casualty not attributable to the negligence of LVA, its agents, or its invitees, as to become untenable, then in such event, at the option of Town, this lease shall terminate from the date of such damage or destruction and LVA shall immediately surrender all interest in the premises and shall pay rent only to the time of such surrender. The Town shall exercise such option to terminate this lease by notice in writing delivered to LVA within thirty (30) days after

such damage or destruction. If the Town shall not elect to terminate this lease in such event, this lease shall continue in full force and effect and the Town and the premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration of untenantability. In either event, the LVA shall remove all its rubbish, debris, furniture, equipment, and other personal property, within thirty (30) days after the request of the Town or arrange for a storage facility to be placed on the premises. If the premises shall be only slightly damaged by fire or the elements, so as not to render the same untenable and unfit for occupancy, then the Town shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be recoverable by LVA against the Town or the School System by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the leased premises; however, this shall not prevent a claim by LVA against its insurer for lack of use of the facility or other compensable loss.

17. Compliance with Laws: LVA shall comply with all laws, orders, ordinances, and other public requirements now or later affecting the premises or the use of the premises, and save the Town and the School System harmless from expense or damage resulting from failure to do so. The leased premises are not exempt from compliance with zoning or any other municipal codes or ordinances or from any other requirements of law due to title being in the name of the Town.

18. Surrender at End of Lease: At the expiration of the term of this lease, the Town shall have the right to enter and take possession of the leased premises, and LVA agrees to deliver the same without process of law. LVA shall be liable to the Town for any loss or damage, including attorney's fees and court costs incurred, as a result of any failure to comply with this obligation.

19. Holding-Over: Any holding over by LVA after the expiration of the term of this lease or any extension of it shall be construed to be a tenancy from month to month and shall continue to be subject to the terms and conditions of this agreement. Nothing in this agreement shall be construed to authorize any such holding over.

20. No Waiver: The rights and remedies of the Town and the School System under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies under this lease or allowed by law. A waiver by the Town or School System of any breach or breaches, default or defaults, of LVA under this lease shall not be deemed or construed to be a continuing waiver of such breach of default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

21. Bankruptcy: Neither this lease nor any interest in it nor any estate created by this lease shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal of it.

22. Encumbrances: Any assignment, transfer, or conveyance by lease of any property rights arising out of this lease shall not encumber, alienate, diminish, cloud or impair in any way the title ownership and interests of the Town in and to such property. LVA shall promptly pay when due all obligations or indebtedness incurred under or by virtue of this lease, including but not limited to taxes, labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which may be secured by any mechanic's or materialmen's lien or any other lien against the leasehold estate (no authorization to lien municipal property being implied). This lease is subject to provisions of the ordinances, and state statutes prohibiting alienation of title.

23. Notices: Any notice under this lease shall be sufficient if sent by certified mail, addressed to the Town of Litchfield, the Litchfield Public Schoos, and the Litchfield Volunteer Ambulance as follows:

First Selectman  
Town of Litchfield  
74 West Street  
Town Hall  
Litchfield, CT 06759

Chief  
Litchfield Volunteer Ambulance  
P.O. Box 851  
11 East Street  
Litchfield, CT 06759

Superintendent  
Litchfield Public Schools  
35 Wamogo Road  
Litchfield, CT 06759

24. Entire Agreement: This agreement contains the entire agreement between the parties, and no modification of this agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by the Town, School System, and LVA after the date of this lease.

[signature pages follow]

IN WITNESS WHEREOF the parties have executed this Lease Agreement as of the date first written above.

TOWN OF LITCHFIELD

\_\_\_\_\_  
Witness: \_\_\_\_\_

\_\_\_\_\_  
By: Denise Raap  
First Selectman

\_\_\_\_\_  
Witness: \_\_\_\_\_

\_\_\_\_\_  
By: Jodiann Tenney  
Selectman

\_\_\_\_\_  
By: Jonathan E. Tarrant  
Selectman

\_\_\_\_\_  
By: Thomas Waterhouse  
Selectman

\_\_\_\_\_  
By: Jeffrey J. Zullo  
Selectman

LITCHFIELD PUBLIC SCHOOLS

\_\_\_\_\_  
Witness: \_\_\_\_\_

\_\_\_\_\_  
By: Christopher Leone  
Superintendent

\_\_\_\_\_  
Witness: \_\_\_\_\_

LITCHFIELD VOLUNTEER  
AMBULANCE

\_\_\_\_\_  
Witness: \_\_\_\_\_

\_\_\_\_\_  
By: John J. Pudlinski



Its: Chief

Witness: \_\_\_\_\_

STATE OF CONNECTICUT )  
 ) ss: Litchfield  
COUNTY OF LITCHFIELD )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021 before me, the undersigned officer, personally appeared Denise Raap who acknowledged herself to be the First Selectman, of the Town of Litchfield, and that she, as such First Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town of Litchfield by herself as First Selectman.

In Witness Whereof, I hereunto set my hand.

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

STATE OF CONNECTICUT )  
 ) ss: Litchfield  
COUNTY OF LITCHFIELD )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared Jodiann Tenney who acknowledged herself to be a Selectman, of the Town of Litchfield, and that she, as such Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town of Litchfield by herself as a Selectman.

In Witness Whereof, I hereunto set my hand.

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Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT)  
  )  
COUNTY OF LITCHFIELD )     ss: Litchfield

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared Jonathan E. Tarrant who acknowledged himself to be a Selectman, of the Town of Litchfield, and that he, as such Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town of Litchfield by himself as a Selectman.

In Witness Whereof, I hereunto set my hand.

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Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT)  
  )  
COUNTY OF LITCHFIELD )     ss: Litchfield

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared Thomas Waterhouse who acknowledged himself to be a Selectman, of the Town of Litchfield, and that he, as such Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town of Litchfield by himself as a Selectman.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT)  
  )  
COUNTY OF LITCHFIELD )      ss: Litchfield

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared Jeffrey J. Zullo who acknowledged himself to be a Selectman, of the Town of Litchfield, and that he, as such Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town of Litchfield by himself as a Selectman.

In Witness Whereof, I hereunto set my hand.

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Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT)  
  )  
COUNTY OF LITCHFIELD )      ss: Litchfield

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared Christopher Leone who acknowledged himself to be the Superintendent of the Litchfield Public Schools, and that he, as such Superintendent, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Litchfield Public Schools as its Superintendent.

In Witness Whereof, I hereunto set my hand.

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Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT)

)

ss: Litchfield

COUNTY OF LITCHFIELD )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared John J. Pudlinski who acknowledged himself to be the Chief of the Litchfield Volunteer Ambulance, and that he, as such Chief, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Litchfield Volunteer Ambulance as its Chief.

In Witness Whereof, I hereunto set my hand.

\_\_\_\_\_

Commissioner of the Superior Court

Notary Public

My Commission Expires:

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**SCHEDULE A**

[insert floor plan/map of premises]