



Tanya D. Lane
Acting Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

ROY ZARTARIAN, MAYOR

NEWINGTON TOWN COUNCIL SPECIAL MEETING

**Conference Room L-101 – Town Hall
131 Cedar Street**

**Tuesday, March 15, 2016
7:00 p.m.**

A G E N D A

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. PUBLIC PARTICIPATION – ON AGENDA (In Person/Via Telephone: 860-665-8736)
(3 MINUTE TIME LIMIT PER SPEAKER ON AGENDA ITEMS ONLY)
- IV. CONSIDERATION OF OLD BUSINESS
 - A. Renewal of Kellogg Eddy House Lease
 - B. Budget Review: CIP
 - C. Budget Review: Debt Service
 - D. Budget Review: Equipment Reserve
- V. PUBLIC PARTICIPATION – ON AGENDA (In Person/Via Telephone: 860-665-8736)
(3 MINUTE TIME LIMIT PER SPEAKER ON AGENDA ITEMS ONLY)
- VI. REMARKS BY COUNCILORS
- VII. ADJOURNMENT



Tanya D. Lane
Acting Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council

From: Jaime Trevethan, Asst. to the Town Manager (on behalf of Tanya D. Lane,
Acting Town Manager)

Date: March 4, 2016

Re: Kellogg Eddy House Lease Renewal

There will be an item on the March 8 Town Council agenda to discuss the renewal of the Kellogg Eddy House lease agreement with the Town. Town Attorney Ben Ancona will be present at the meeting to discuss the terms of the lease renewal. If the Council concurs, a resolution will appear on a future agenda for consideration.

Attach.

LEASE

This Lease, entered into as of the day of , 2016, by and between THE TOWN OF NEWINGTON, a Connecticut municipal corporation (hereinafter called "LESSOR") and The Newington Historical Society and Trust, Inc. (hereinafter called "LESSEE").

WITNESSETH

1. **DESCRIPTION OF PREMISES:** The LESSOR hereby leases to LESSEE and warrants that it has the ability to lease for the term hereof, and LESSEE hires from LESSOR, on the terms and conditions hereinafter set forth, all that property with the improvements thereon in the Town of Newington, County of Hartford and State of Connecticut as more particularly described in the attached Schedule A, excepting therefrom an apartment on the second floor of the Leased Premises to which the LESSOR retains possession and control and has the legal right to lease to another tenant. The parties further recognize and agree that building safety code provisions require any occupant of the apartment to have emergency egress from the apartment through the Leased Premises, but the parties agree that any such access shall be for emergency reasons only. Other than the aforesaid emergency access, any tenant or other occupant of the apartment shall not have access to the Leased Premises and LESSOR shall secure the apartment to the extent practicable so that it is a separate and distinct premises from the Leased Premises.
2. **TERM:** The term of this Lease shall commence on July 1, 2016 and shall terminate twenty (20) years from said date.
3. **RENT:** LESSEE shall pay one (\$1.00) dollar as annual rent to LESSOR on or before January 30, 2017 and on or before January 30 of each and every year thereafter for the remaining term of this Lease.
4. **USE:** LESSEE shall use the property as a museum or historical landmark. No commercial, industrial, agricultural, or religious uses of the property shall be permitted. Nothing herein, however, shall prohibit the LESSEE from operating a gift shop for the sale of gifts, antiques and historical items on the premises. Moreover, the property may be made available for public use in conformance with rules and regulations as provided for in this Lease, but LESSOR shall be responsible for scheduling reservations and assigning rooms to the public in accordance with the rules and regulations provided for in this Lease.
5. **OPTION:** Provided this Lease is in full force and effect at the time of the execution of the option, the LESSEE shall have one (1) option of twenty (20) years to extend the term of this Lease on the same terms and conditions as herein set forth. LESSEE shall exercise its option to extend the term of the Lease by giving written notice to LESSOR of its intention to do so by a date no later than ninety (90) days PRIOR to the expiration of the original term of this Lease, or by April 2, 2036.
6. **SUB-LETTING AND ASSIGNMENT:** The LESSEE shall not sub-let the demised premises or any portion thereof or assign this Lease without the prior written approval of the LESSOR.

7. CONDITION OF PREMISES: LESSEE accepts the demised premises in an “as is” condition and shall be subject to all Federal, State and local laws, regulations, rules, codes, ordinances and executive orders during the term of this Lease. LESSEE shall keep, maintain and preserve the historic nature of the demised premises. LESSEE shall determine what restoration measures for the demised premises are appropriate and shall be authorized to undertake and direct any such restoration at its own expense. Any such restoration shall be generally compatible with the historic nature of the demised premises. LESSEE shall be responsible for obtaining all necessary licenses, inspections, permits, certificates or other authorizations needed in connection with its use of the demised premises, but shall be excused from having to pay any building permit fees to the LESSOR.
8. UTILITIES: LESSOR shall be responsible for furnishing and paying for all utilities including water, electricity, gas and heat but not including telephone and internet services, which shall be the responsibility of LESSEE.
9. MAINTENANCE: LESSOR shall be responsible for the upkeep and maintenance of the grounds and buildings on the demised premises, including the house, garage and any outbuildings. LESSOR shall also be responsible for the maintenance of the house structure and its mechanical and electrical equipment, including but not limited to the heating, wiring and plumbing systems. LESSEE shall restore and replace any property damaged as a result of LESSEE’S use of the demised premises. LESSEE shall conduct its operations in a clean, sanitary and safe manner.
10. RETURN OF DEMISED PREMISES:
 - a. LESSEE agrees to yield and deliver peaceably to LESSOR possession of the demised premises on the date of termination, by expiration or otherwise in as good condition as at the commencement of this Lease if no improvements are undertaken, reasonable wear and tear excepted, or if improvements are undertaken, in as good a condition as they were in on the completion date of the last improvement made to the demised premises, wear and tear excepted.
 - b. The personal property owned and placed or installed by LESSEE in or on the demised premises shall remain the property of the LESSEE and must be removed by LESSEE unless agreed to otherwise by LESSOR and LESSEE, in writing, within thirty (30) days from the date of the termination of this Lease at LESSEE’S sole risk and expense.
 - c. If LESSEE’S property is not removed as herein provided, LESSEE shall be deemed to have waived its rights and said property shall be deemed abandoned by LESSEE and ownership thereof shall vest in LESSOR.
11. INSURANCE: Lessor shall be responsible for maintaining fire and hazard insurance on the demised premises. In the event of damage from fire or other hazards covered by the policy, insurance proceeds shall be applied to restoration or repair of the leased property, provided such damage is less than fifty (50) per cent of the fair market value of the leased property. In the event the destruction from fire or other hazards exceeds fifty (50) per cent of the fair market value of the leased property, then LESSOR shall have no duty to restore, repair or rebuild the leased property, all insurance proceeds shall be assigned and paid to LESSOR,

131 Cedar Street
Newington, Connecticut 06111

IF TO LESSEE: Newington Historical Society & Trust, Inc.
679 Willard Avenue
Newington, Connecticut 06111
Attention: President

Or to such other address as either party may give to the other, in writing, from time to time.

16. MISCELLANEOUS PROVISIONS: LESSOR and LESSEE further agree to the following matters:

- a. LESSEE shall have the power to adopt policies and promulgate rules and regulations regarding the use of the demised premises. To insure that such policies, regulations and rules are consistent with the public purpose and public ownership of the demised premises, such policies, rules and regulations are subject to approval by the LESSOR.
- b. LESSEE shall be the curator of the House and garage on the demised premises and their contents and shall further keep, maintain and preserve the historic nature of the demised premises. LESSEE shall have the right to select, arrange, and dispose of any and all personal property within the House including, but not limited to, furniture, objects d'art, antiques and memorabilia. Any personal property acquired by LESSEE and placed in the House shall remain the property of the LESSEE. Any personal property placed in the House shall be generally compatible with the historic nature of the House.
- c. All officers of the LESSEE shall have free access to and from the House at all reasonable times.
- d. LESSEE shall make the House available to Newington citizens as much a practicable by setting reasonable visiting hours and by not charging admission fees to Newington residents.

17. DEFAULT:

- a. In the event LESSEE is in violation of any provision of this Lease and fails to rectify or cure the default within Forty-Five (45) days from the date a written notice from LESSOR to LESSEE has been delivered in accordance with the terms of this Lease stating the clause or clauses in default and what is necessary to cure the default, this Lease shall be terminated.
- b. In the event LESSEE loses its status as a charitable corporation (reports on LESSEE'S charitable status shall be filed with LESSOR on a yearly basis), files a petition in bankruptcy, is otherwise unable to pay its bills as they mature or dissolves its corporation, this Lease shall be terminated.
- c. All events of termination set forth herein shall be effective upon notice from LESSOR to LESSEE.

18. ENTIRE AGREEMENT: This Lease contains all agreements between the parties hereto. No representative or agent of LESSOR or LESSEE is authorized to make any representations in, or to alter or modify this Lease in any way. Any additions, alterations, changes or modifications to or in this Lease to be binding upon the parties hereto must be in writing and signed by the LESSOR and LESSEE.
19. APPLICABLE LAW: This Lease shall be construed in accordance with the laws of the State of Connecticut.
20. SEVERABILITY: The invalidity of any one or more phrases, sentences, clauses or sections contained in this Lease, as determined by a court of competent jurisdiction, shall not affect the remaining portions of this Lease.
21. CAPTIONS: The captions of this Lease are inserted only as a matter of convenience and reference and are not to be construed as a part of this Lease, or in any way to define, amplify, limit or describe the scope or intent of this Lease, or the terms, conditions and provisions thereof or as affecting the meaning of the text of any Article in any way.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to a duplicate instrument of the same tenor and date, at Newington, Connecticut this _____ day of _____, 2016.

Signed, Sealed and Delivered
In the Presence of:

TOWN OF NEWINGTON

By: _____
Tanya Lane, Its Town
Manager, Duly Authorized

THE NEWINGTON
HISTORICAL SOCIETY &
TRUST, INC.

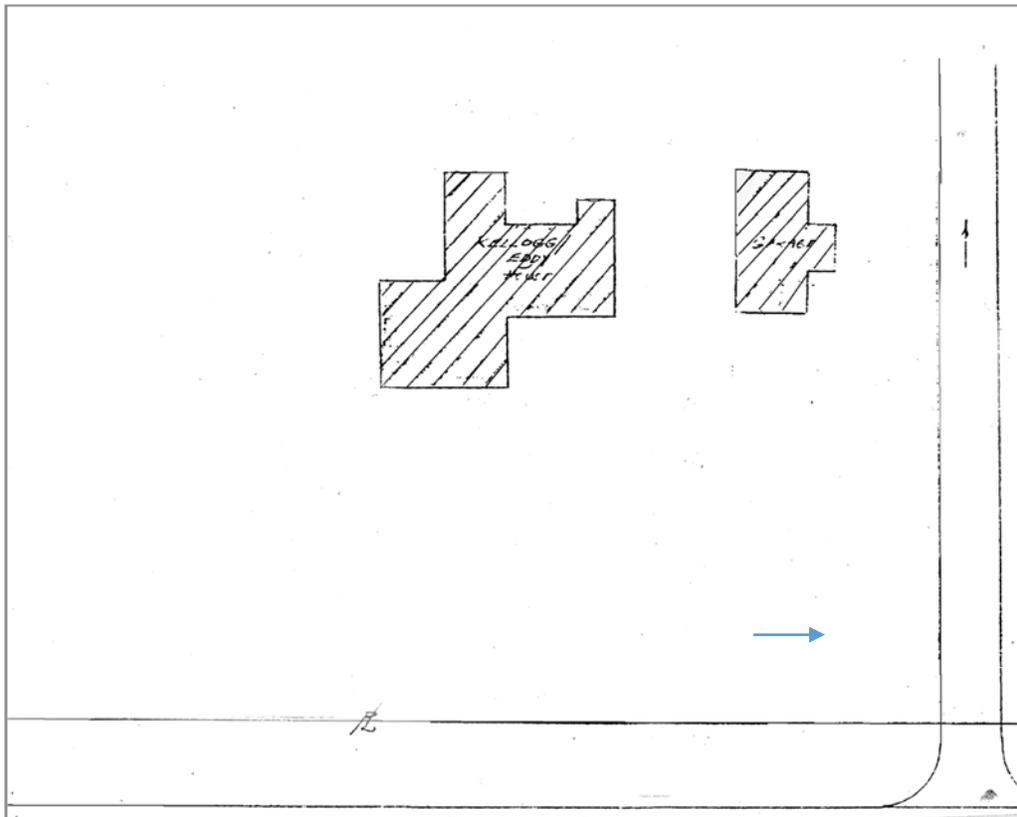
By: _____
James Late
Its President
Duly Authorized

LEASE BETWEEN THE TOWN OF NEWINGTON
AND THE NEWINGTON HISTORICAL SOCIETY & TRUST, INC.

Schedule A

Property description

1. A single-family, wood-frame, two and one-half story dwelling located at 679 Willard Avenue, Newington, CT 06111, originally built in 1808 with an addition built in 1928. Contains 5,451 square feet of habitable space plus a 2,768 square foot full-height cellar (with concrete floor) and an unfinished attic. The rooms include: two living rooms, dining room, meeting room, sun room, kitchen with two pantries, seven bedrooms, galley kitchenette, three three-piece bathrooms and a two-piece lavatory. Heating is by means of a gas-fired hot water system. Floors are oak plank and pine, some of which are linoleum covered; walls are of plaster. There are six fireplaces (one covered).
2. A three-car, wood-frame garage/workshop containing 1234 square feet at ground level and 700 square feet of storage space above built in 1928; concrete floor.



Town Manager

President Board of Directors

Date