



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michael J. Pinto, COO
Date: July 20, 2020
Re: F&O Agenda Item Request/Approval of Agreement for
New Haven Plaza Lease for Adult Education

Contractor Name: New Haven Plaza, LLC

Contractor Address: 540 Ella T Grasso Blvd, New Haven, CT 06519

Is the contractor a Minority or Women Owned Small Business? No

Renewal or Award of Contract/Agreement?

Approval is requested for the renewal of a lease agreement by and between the New Haven Board of Education and New Haven Plaza, 540 Ella T Grasso Blvd., New Haven, CT for the lease to house Adult and Continuing Education Center from July 1, 2020 to June 30, 2021.

Total Amount of Contract/Agreement and the Hourly or Service Rate:

In an annual amount not to exceed \$390,000.00 to be paid in equal monthly payments of \$32,500.00

Contract or Agreement #:

Agreement by and between New Haven Board of Education and New Haven Plaza, LLC.

Funding Source & Account #:

Special Funds – Adult Education
Acct: 2503-5014-56652

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. What specific service will the contractor provide:

This lease represents a continuation of long-standing leased space for NHPS Adult Education Program. This program space will remain necessary for the foreseeable future.

2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:

While the District engages in updated program review of Adult Education services, this location serves as a hub for a variety of education and training service programs. The terms

are at or below market rate and allow for the existing services and programs to remain at the same location uninterrupted.

3. **If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?**

The location has served the District well over the years in a variety of ways. Both more permanent and shorter term and/or transition/swing space utilization has occurred over the years. The long-term positive relationship with the landlord has allowed for flexibility of use and adjustments to the spaces to meet the needs of the District.

4. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?**

The agreement has increased by \$10,000.00.

5. **If this Contractor is New has cost for service increased from previous years? If yes, by how much?**

N/A

6. **Is this a service existing staff could provide? Why or why not?**

No, the long-term positive relationship with the landlord has allowed for flexibility of use and adjustments to the spaces to meet the needs of the District.

June 26, 2020

Robert Viani, President
New Haven Plaza LLC
540 Ella T Grasso Blvd
New Have, CT 06519

Dear Robert Viani:

I am writing you as we have received your proposal and found it reasonable for upcoming year. To confirm your interest in renewing your lease agreement with the Board of Education for location: 580 Ella T Grasso Blvd, New Haven, CT 06519.

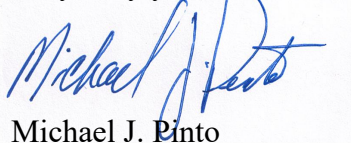
Please respond to this communication confirming the understanding of the agreement.

Should you have any questions or concerns, please feel free to contact me at any time to discuss in more detail.

You may submit correspondence to confirm lease agreement via email to me at Michael.pinto@nhboe.net. Please copy Salina Manning at Salina.Manning@new-haven.k12.ct.us on all correspondence. Please submit your letter of proposal and supporting documentation no later than 5:00pm on July 1, 2020.

Thank you for your consideration of this opportunity. We look forward to your confirmation.

Very truly yours,



Michael J. Pinto

Enclosure

New Haven Plaza, LLC
540 Ella T Grasso Boulevard
New Haven, CT 06519

To: Michael J. Pinto, COO, New Haven Public Schools
From: Robert Viani, President, NHP, LLC
Date: June 29, 2020
Re: Confirmation of Lease

This correspondence is to confirm the lease agreement for a 1 year term.
For the lease of approximately 40,000 sq. ft. to house Adult and Continuing Education Center
from July 1, 2020 to June 30, 2021.

Location: 580 Ella T Grasso Boulevard, New Haven, CT 06519

This will further confirm the increase per square foot from nine dollars fifty cents (\$9.50) to nine
dollars seventy five cents (\$9.75) for a total annual rent of \$390,000.⁰⁰.

All other terms and conditions of that contract lease agreement by and between The New
Haven Board of Education and New Haven Plaza, LLC for the 2019-2020 term remain
unchanged and in full force and effect.

Sincerely,

Robert Viani

**LEASE AGREEMENT
BY AND BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
AND
NEW HAVEN PLAZA, LLC.**

**EXECUTED
ORIGINAL**

THIS LEASE AGREEMENT (this "Lease") entered into as of July 1, 2019 (the "Effective Date"), by and between **NEW HAVEN PLAZA, LLC**, a Connecticut limited liability company, with an office and mailing address of 540 Ella Grasso Boulevard, New Haven, Connecticut 06519 ("Landlord") and **NEW HAVEN BOARD OF EDUCATION**, a municipal corporation organized and existing under the laws of the State of Connecticut, with a mailing address of 54 Meadow Street, New Haven, Connecticut 06519 ("Tenant").

WITNESSETH:

1. Lease. Landlord, prior to the date hereof, leased 75,000 square feet of space (35,000 square feet in 560 Ella Grasso Boulevard, New Haven, Connecticut for use by Riverside Academy and 40,000 square feet in 580 Ella Grasso Boulevard, New Haven, Connecticut for Adult Education) to Tenant. Said 75,000 square feet lease expires on June 30, 2019.

Tenant desires to vacate the 35,000 square feet in 560 Ella Grasso Boulevard, New Haven, Connecticut currently being used by Riverside Academy as of June 30, 2019 and continue to remain as a tenant in the 40,000 square feet of space within 580 Ella Grasso Boulevard, New Haven, Connecticut. The total 40,000 square feet of space leased to Tenant at 580 Ella Grasso Boulevard, New Haven, Connecticut is referred to herein as the "Premises" and is more particularly described on Exhibit A attached hereto and made a part hereof. Landlord and Tenant have agreed to enter into this lease of the Premises commencing July 1, 2019. Landlord and Tenant have also agreed that all space under this Lease shall be taken by Tenant in an as is, where is, condition.

2. Term. The term of this Lease (the "Term") shall be for one year (1) commencing on July 1, 2019 (the "Effective Date") and terminating on June 30, 2020 (the "Expiration Date") or in the event of a Holdover under Section 23, until Tenant has fully and finally vacated the Premises.

3. Rent and Late Fee. During the term of this Lease, Tenant agrees to pay \$9.50 per square foot, based on an annual amount, as rent to Landlord, in an amount not to exceed Three Hundred Eighty Thousand Dollars (\$380,000.00) (the "Base Rent") which Rent shall be payable in twelve (12) monthly installments of Thirty-One Thousand Six Hundred Sixty Seven Dollars and 00/00 cents (\$31,667.00). Payments of Base Rent shall be made by Tenant in advance, on July 1, 2019 and on the first calendar day of each month thereafter. All other sums due and payable by Tenant under this Lease (collectively, "Additional Rent") shall be paid at the times and in accordance with the specific provision reserving the same. The Base Rent and all Additional Rent reserved under this Lease are hereinafter together referred to as the "Rent".

In the event any payment of Base Rent is not received by the tenth (10th) day of any month, Lessee shall be responsible for a late fee of Two Thousand Five Hundred (\$2,500.00) in addition to the Base Rent amount due. In the event any payment of Additional Rent is not received by the tenth (10th) day after the due date thereof as set forth in this Lease, Lessee shall be responsible for a late fee of Two Thousand Five Hundred (\$2,500.00) in addition to the Additional Rent amount due.

4 . Use. Tenant shall use the Premises to operate educational programs and for office space associated therewith.

5 . Utilities. Tenant shall make its own contracts and pay all charges for gas, electricity, heat, hot water, telephone or other communication services, refuse removal and other utilities used, rented or supplied upon or in connection with the Premises. Landlord shall not be liable for any interruption or delay in any of such services unless such delay or interruption is due to Landlord's negligence or willful misconduct.

6 . Custodial Services. Landlord shall be responsible for procuring all custodial services for the Premises by a professional cleaning company acceptable to Tenant. Additional cleaning services will also be performed periodically, as may be agreed upon between Landlord and Tenant. Tenant shall reimburse Landlord for all custodial services at cost. Landlord shall bill Tenant for such custodial services on a monthly basis and Tenant shall pay the same within thirty (30) days of receiving the monthly bill from Landlord. Tenant reserves the right at any time during the Term to decline Landlord's custodial service, and to provide its own custodial services instead. Landlord shall not impose any additional surcharges, fees or costs of any kind in the event that Tenant shall elect to provide its own custodial services. Tenant's obligation to pay for the professional cleaning services referred to herein shall be an item constituting Additional Rent.

7 . Taxes. Tenant shall pay one hundred percent (100%) of the real estate taxes assessed upon the 580 Ella Grasso Boulevard building and land (together, the "Property"). Landlord shall submit a copy of each invoice for real estate taxes assessed upon the Property with evidence of payment of such invoice. Tenant shall pay to Landlord its share within twenty (20) days of Tenant's receipt of such documentation, unless Tenant shall dispute Landlord's calculation thereof in which event Tenant shall deliver Tenant's calculation thereof, together with a check in such amount. If Landlord shall dispute Tenant's calculations, then the matter shall be settled by an independent accountant mutually acceptable to both Landlord and Tenant or, in default of agreement as to the identity of such independent accountant, by binding arbitration. Tenant's obligation to pay for the taxes assessed upon the Premises shall be an item constituting Additional Rent.

8. Alteration and Improvements. (a) With the consent of Landlord (which consent shall not be unreasonably withheld) Tenant may, at Tenant's sole cost and expense, make alterations to the Premises ("Tenant Alterations").

(b) Tenant shall deliver written notice to Landlord of Tenant's intent to make Tenant Alterations, not less than fourteen (14) days prior to the commencement of the same and shall include in such notice the approximate date of commencement of the Tenant Alterations and a description of the intended Tenant Alterations. Unless Landlord deliver to Tenant a notice of rejection within fourteen (14) days following the delivery of Tenant's notice, Landlord's consent to the Tenant Alterations shall conclusively be deemed to have been given.

(c) Upon termination of this Lease, Tenant may (without obligation) remove any Tenant Alterations, provided that, in such event, Tenant shall restore the Premises to the condition existing prior to such Tenant Alterations, reasonable wear and tear excepted.

9 . Repairs and Maintenance and Contribution to Certain Expenses of Landlord. (a) Subject to Landlord's provision of the custodial services described in Section 6 above, Tenant agrees that throughout the Term, Tenant, at Tenant's sole cost and expense, shall keep the Premises in a good and tenantable condition and shall not do or suffer any waste, damage or injury to the Premises. Tenant shall not be required to make any structural repairs or to expend any sum, which may be classified as a capital expenditure according to generally accepted accounting principles. For these purposes, any repair costing in excess of \$500.00 shall be deemed to be a structural repair, the cost of which shall be borne by Landlord, provided however that with respect to floor covering materials, Landlord shall be responsible for replacement of necessary floor covering and with like-kind existing carpeting material. Notwithstanding the foregoing, to the extent that any such repair work is required due to the negligence or willful misconduct of Tenant or Tenant's agents, employees or students, the cost of such repair work, regardless of the cost thereof, shall be borne by Tenant. Tenant agrees to replace, at Tenant's sole cost and expense, any and all glass which may become broken at the Premises with glass of the same type and quality as that existing as of the Effective Date. Tenant further agrees to engage a qualified professional of its choice to provide periodic maintenance of the heating and air-conditioning systems serving the Premises.

(b) Landlord shall provide plumbing, electrical lines and equipment, heating, ventilation and air conditioning systems, boiler and all other such systems necessary for the operation of the Premises (the "Building Systems"). Landlord warrants and represents that the Building Systems are in good working order and condition and have and will continue to have the capacity, flexibility and ability to maintain sufficient service to the Premises.

(c) Landlord shall, at Landlord's sole cost and expense but only with respect to the Premises:

(i) make any repair to the Building located at 580 Ella Grasso Boulevard, New Haven, Connecticut which are occasioned by defective materials or workmanship;

(ii) maintain in good order the foundations, the structural supports and components, the exterior walls and the roofs of the Building located at 580 Ella Grasso Boulevard, New Haven, Connecticut;

(iii) maintain in good order and repair any and all common areas and facilities in the Building located at 580 Ella Grasso Boulevard, New Haven, Connecticut;

(iv) perform all necessary maintenance or repair work to the Premises, including to the Building Systems, the cost of which exceeds \$500.00, unless Tenant is responsible for the same pursuant to the provisions of Section 9(a) above; and

(v) keep the parking lot serving the Property free of snow, rubbish or other obstructions.

10. Tenant's Signs. Unless Landlord shall have given Landlord's prior written consent (which consent shall not be unreasonably withheld) Tenant shall not install, paint, inscribe or maintain any lettering, name, sign, business designation, advertising or publicity device on the Premises or any exterior window or on any other interior or exterior portion of any of the Building located at 580 Ella Grasso Boulevard, New Haven, Connecticut.

11. Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant pays the Rent and performs the remainder of Tenant's obligations under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises without interference by any person claiming by, through or under Landlord.

12. Assignment and Subletting. Tenant shall be permitted to assign this Lease or sublet space within the Premises or any part thereof, to any other department or agency within the City of New Haven (the "City") without the prior written consent of Landlord provided that the Premises continue to be used for educational purposes. If Tenant wishes to assign this Lease (in whole or in part) or sublet any space within the Premises, or otherwise transfer, pledge or hypothecate any part of Tenant's interest in the Premises, as created hereby, to any third party or to any other department or agency within the City where that department or agency does not intend to use the space for educational purposes, Tenant shall first obtain the written consent of Landlord to such assignment or subletting, which consent shall not be unreasonably withheld but Tenant shall turn over to Landlord any sums Tenant receives as a consequence of such sublet or assignment in excess of such Tenant's Basic and Additional Rent obligation.

13. No Nuisance; Compliance With Laws and Requirements of Public Authorities. Tenant agrees not to create or permit any nuisance on or about the Premises or the Property. Tenant shall comply with and conform to all laws and regulations of the State of Connecticut (the "State") relevant to this Lease and/or to Tenant's use and occupation of the Premises and shall comply with all relevant ordinances, rules and regulations of the City of New Haven, Connecticut.

14. Liability and Insurance. (a) During the Term, Landlord shall insure the Building and the Property against loss or damage by fire, and such other casualties as may be included within extended coverage clauses of casualty insurance policies then in standard for use within the State of Connecticut, in such amounts as Landlord, in its sole judgment, shall deem appropriate.

(b) Provided that Landlord shall deliver copies of such policy or policies to Tenant (or a notice of the relevant restrictions) Tenant shall not commit or permit any violation of the same, or do or permit anything to be done, or keep or permit anything to be kept, on or at the Premises, which could result in termination of any of such policy or policies, or could adversely affect Landlord's right of recovery under any of such policy or policies.

(c) During the Term, Tenant shall carry such general liability insurance with respect to injury or damage in or about the Premises as Tenant, in the exercise of Tenant's sole and absolute discretion, shall consider necessary or desirable from time to time, it being agreed stipulated and understood that Tenant may elect to self-insure, in whole or in part.

15. Access to Premises. Upon not less than forty-eight (48) hours' prior written notice (except in case of emergency) Landlord and/or Landlord's designees shall have the right (but not the obligation) to enter and pass through the Premises (or any part or parts thereof) during business hours to examine the Premises or other portions of the Buildings located at 560 and 580 Ella Grasso Boulevard, New Haven, Connecticut in order to examine the Premises or to show them to any mortgagee, prospective mortgagees or purchasers of the Property, or any part thereof, or for the purpose of performing maintenance and repairs required hereunder or to make alterations in or to the Premises to the extent permitted or required hereunder or as may be required under laws or regulations issued by any competent authority or as may be mutually agreed upon by Landlord and Tenant. During that period which is three (3) months prior to the Expiration Date, Landlord may enter the Premises in order to exhibit the same to prospective tenants.

16. Damage or Destruction. Tenant agrees to notify Landlord promptly of the occurrence of any damage to the Premises. In the event of damage to the Premises, to the extent that Tenant shall continue to have convenient access to the Premises and no more than twenty-five percent (25%) of the Premises shall be rendered unfit for Tenant's use thereof, Landlord shall repair the damage promptly and diligently, but in any event within thirty (30) days of such damage. To the extent Tenant shall not have convenient access to the Premises or more than twenty-five (25%) of the Premises shall be rendered unfit for Tenant's use or occupancy, Tenant shall have the option of either terminating this Lease, or permitting Landlord to promptly and diligently repair such damage within sixty (60) days of the occurrence of the same, in which event the Base Rent shall be equitably abated during such period of repair. In the event that Landlord shall not have repaired such damage within such 60-day period, Tenant shall have the option of either terminating this Lease or granting Landlord an additional period of time in which to complete such repairs. In the event that the Premises shall be wholly untenable or unfit for occupancy, this Lease shall automatically terminate upon the date of the occurrence of such damage. In the event of any termination of this Lease arising out of damage to, or destruction of, the Premises in accordance with the provisions of this Section 16, then, following an apportionment of the Rent up to the date of such damage or destruction, this Lease shall thereafter be of no further force or effect so that neither Landlord nor Tenant shall have any further rights, duties or obligations hereunder as of the date of such termination.

17. Eminent Domain. If all of the Premises, shall be taken by eminent domain by any competent authority, or such portion of the Property shall be taken so as to render the Premises unfit for Tenant's use thereof, then this Lease shall forthwith terminate as of the date title vests in the taking authority and the Rent shall be apportioned as of such date. Tenant shall have the exclusive right in any proceeding with respect to any award payable for Tenant's moving expenses and the value of the remainder of the Term.

In the event of a taking of a portion of the Property by eminent domain which does not result in the Premises being unfit for Tenant's use thereof (as shall be reasonably determined by Tenant) then this Lease shall continue in full force and effect and Landlord shall promptly take such actions as may be necessary to reconfigure the remaining portions of the Premises, and the Rent shall be abated during the carrying out of such reconfiguration work by Landlord. In the event of a material decrease in the area of the Premises following such reconfiguration, the Base Rent payable by Tenant for the remainder of the Term shall be reduced proportionately on a square footage basis.

18. Surrender. On the Expiration Date or upon any earlier termination of the Term, Tenant shall quit and surrender the Premises, to Landlord in good order, condition and repair, except for ordinary wear and tear, and conditions requiring repairs, which are not required to be made by Tenant hereunder. Tenant shall remove all of Tenant's property and shall repair or pay the cost of repairing any damage to the Premises or the Building resulting from such removal.

19. Default and Damages. (a) Any of the following shall constitute an "Event of Default" under this Lease:

(i) if Tenant shall default in the payment of any Rent, on any day upon which the same is due, and such default shall continue for ten (10) days thereafter; or

(ii) if Tenant shall do, or fail to do, or permit to be done, whether by action or inaction, anything contrary to any of Tenant's obligations hereunder, and if such situation shall continue and shall not be remedied by Tenant within thirty (30) days after Landlord shall have delivered to Tenant a notice specifying the same, or, in the case of a situation which cannot with due diligence be cured within a period of thirty (30) days, if Tenant shall not within such 30-day period advise Landlord of Tenant's intention duly to institute all steps necessary to remedy such situation, and duly institute within such 30-day period and thereafter diligently prosecute to completion, all steps necessary to remedy the same.

(b) Following an Event of Default, Landlord shall have the immediate right, at Landlord's election:

(i) to terminate this Lease by giving Tenant not less than thirty (30) days written notice of Landlord's election to terminate, and

(ii) regardless of whether Landlord shall have terminated this Lease, and without any demand or notice whatsoever, to re-enter the Premises, and take the same by summary process proceedings or by other action, without being liable for any damages therefor.

If Landlord elects to re-enter and take possession of the Premises, and regardless of whether Landlord shall have terminated this Lease, Landlord may (but shall be under no obligation to) re-let the whole or any part of the Premises on behalf of Tenant for a period equal to, or greater or less than, the remainder of the Term, at such rent and upon such terms and conditions as Landlord shall determine reasonable, to any tenant that Landlord may consider suitable and for any use or purpose Landlord may deem appropriate. Landlord shall not be liable for failure to re-let the Premises, and Landlord shall thereafter be entitled to receive such rent or other income obtained by Landlord pursuant to any such re-letting, which sums shall be set off against the Rent payable by Tenant hereunder.

20. Option Space. Tenant shall have no option, priority or entitlement in the event that additional space in any of the Buildings shall become available during the Term, to lease such additional space upon the same terms, conditions and obligations as are applicable to the Premises.

21. Parking. Tenant, and Tenant's employees, students, visitors and guests, at no additional charge, shall have the right to use, on a non-exclusive basis and in common with the other tenants or occupants of the Buildings, the unreserved spaces in the surface parking lot situated on the Property during normal operating hours, it being understood and agreed that Landlord has the use of the parking lot on weekends to the extent that Tenant does not normally operate. Landlord and Tenant agree to share the parking lot in a cooperative manner on weekend days when Tenant normally operates and Landlord uses the parking area. Tenant's entitlement to parking during non-weekend periods shall be limited to its proportionate share of the spaces available based upon the space occupied in the Buildings.

22. Holding Over. In the event that Tenant shall remain in in possession of the Premises on and after July 1, 2020, without having executed a new written lease with Landlord, such holding over for a period of up to Ninety (90) days without execution of a written lease agreement with Landlord shall, unless Landlord shall have provided written notice to the contrary, constitute a permitted holdover but at a Holdover Base Rent of Seventy Four Thousand Two Hundred Twenty Five 00/00 Dollars (\$74,225.00) per month (Holdover Base Rent) plus all Additional Rent due under this Lease Agreement:

In the event that Tenant shall remain in in possession of the Premises on October 1, 2020, without having executed a new written lease with Landlord, such holding over holding over shall be in violation of this Lease Agreement, constitute a Default hereunder and provide Landlord with the right to commence a Summary Process action in Connecticut Housing Court. Tenant hereby acknowledges this Holdover provision and expressly consents to service of process as set forth below in Section 23 and authorizes Landlord to consent, on behalf of Tenant, to a Judgment of Possession in such action.

Tenants' express consent is herein set forth by Tenant's authorized signatory initials hereto. _____

Tenant shall at all times it is in occupancy of space in the Premises on and after July 1, 2019 and for so long as it remains in occupancy, be responsible for the Holdover Base Rent plus all Additional Rent for each month or portion thereof it so remains in occupancy.

23. Notices. Any notice, approval, request, consent, bill, statement or other communication required or permitted to be given, rendered, served or made by either party hereto, shall be in writing and shall be delivered personally or sent by certified or registered United States Mail, postage prepaid, return receipt requested.

To Landlord: Robert C. Viani
New Haven Plaza, LLC
540 Ella Grasso Boulevard
New Haven, CT 06519

To Tenant: Michael J. Pinto, Chief Operating Officer
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

24. Rights of Landlord: Non-Waiver. The failure of Tenant to enforce or insist upon performance of any of the covenants and/or conditions contained in this Lease shall not be construed as a waiver of any other covenant or condition, or as a waiver of any future right to enforce or insist on the performance of the same covenant or condition.

25. Successors. The terms and conditions of this Lease shall be binding upon the respective successors in interest of Landlord and Tenant.

26. Brokerage. Landlord and Tenant each represent to the other that neither has retained a real estate broker.

27. Notice of Lease. It is agreed and understood that neither Landlord nor Tenant shall seek to record this Lease (or any notice thereof) on the New Haven Land Records.

28. Terms and Paragraph Headings. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in any gender include other genders. The paragraph headings of this Lease are inserted for convenience of reference only.

29. Prior Agreements, Amendments. This Lease contains the entire agreement between Landlord and Tenant with respect to Tenant's occupation of the Premises, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing, signed by both Landlord and Tenant or their respective successors in interest. Landlord and Tenant acknowledge that all prior agreements, representations and negotiations with respect to the Premises are deemed superseded by the execution and delivery of this Lease to the extent that they are not incorporated herein.

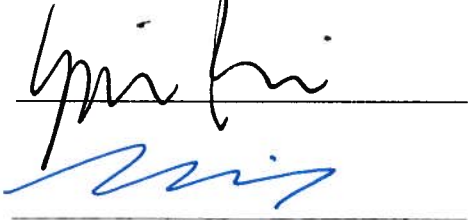
30. Separability. Any provision of this Lease, which shall prove to be invalid or illegal shall in no way affect, impair or invalidate any other provision of this Lease, and all such other provisions shall remain in full force and effect.

31. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent reserved hereunder shall be deemed to be other than on account of the full amount due. Notwithstanding the foregoing, Landlord may accept a lesser amount without any prejudice whatsoever to Landlord's right to recover the balance due, regardless of any endorsement on the check (or other means of payment used by Tenant) that the same is in accord and satisfaction of the sum due, and/or to pursue any other remedy provided for in this Lease.

32. Governing Law. This Lease is made under and shall be construed in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of June 10th, 2019 but effective as of July 1, 2019.

WITNESSES:



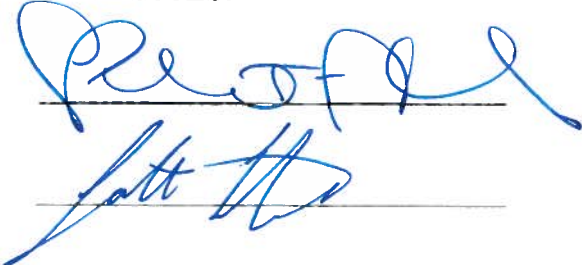
NEW HAVEN BOARD OF EDUCATION

By:



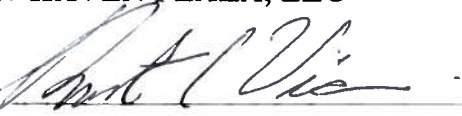
Darnell Goldson
President
Duly Authorized

WITNESSES:



NEW HAVEN PLAZA, LLC

By:



Robert C. Viani
Co-Manager
Duly Authorized

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Exhibit A

The totality of the Building known as 580 Ella Grasso Boulevard consisting of 40,000 square feet; plus

The portion of the Building known as 560 Ella Grasso Boulevard, which is currently vacant consisting of 35,000 square feet, is not part of the Premises under this Lease

The space currently occupied by Workforce Alliance consisting of 22,000 square feet of space is not part of the Premises under this Lease.

It is agreed that the totality of the Building known as 540 Ella Grasso Boulevard consisting of 32,000 square feet of space is not part of the Premises under this Lease.

CITY OF NEW HAVEN

New Haven, Connecticut 06510



DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED

For help completing this form contact 203-946-8201

Contractor/Vendor Name:	New Haven Plaza LLC
Address:	540, 542, 580 Ella Grasso Blvd New Haven CT, 06519
Telephone and/or Fax #:	203 562 4212
Email Address:	rcviani@aol.com
Contact Person:	Robert C Viani

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

- | | |
|-----|---|
| (a) | "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures. |
| (b) | "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city. |
| (c) | "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven. |
| (d) | "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor. |

State of	Connecticut	County of	New Haven
I,	Robert C. Viani	being first duly sworn, hereby deposes and says that:	
	(type or print your name above)		
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	New Haven Plaza LLC. Insert Company Name above	
2b.	Or I am an individual and my name is:	Robert C Viani - Minority Partner if an individual, insert your name above	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	yes	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.	
4b.	yes	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.	
4c.	no	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.	
5.	yes	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.	
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	yes	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	06-1142683 Insert State Registration # above
6b.	no	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	Insert State Registration # above
6c.	no	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Please insert State name above
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	None			
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	None			
2				

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	None		
2			

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
1	None			
2				

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:		Manager New Haven Plaza LLC.	
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:		Joseph B Vazquez	
Subscribed and sworn to, before me on this:		2nd July 2020	
My Commission Expires:		My Commission Expires March 31 2024	

This form should be mailed or emailed to the contracting department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)