

**LICENSE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NEW HAVEN  
AND  
THE NEW HAVEN PARKING AUTHORITY  
A20-**

**THIS LICENSE AGREEMENT** (this "Agreement") is entered into the 15<sup>th</sup> day of June, 2020, effective as of the first day of July, 2019, by and among the **CITY OF NEW HAVEN**, a municipal corporation organized and existing under the laws of the State of Connecticut with a mailing address of 165 Church Street, New Haven, Connecticut 06510 (the "Licensor"), and **NEW HAVEN PARKING AUTHORITY**, a municipal entity, organized and existing under the laws of the State of Connecticut with a mailing address of 50 Union Avenue, 2<sup>nd</sup> Floor East, Union Station, New Haven, Connecticut 06519 (the "Licensee").

**BACKGROUND**

Licensor is the owner of certain parcels of land known as:

- (a) Sherman/Tyler Lot, at 197 Orchard Street, consisting of approximately 472 spaces, more or less; and
- (b) Orchard/Sherman Lot, consisting of approximately 460 spaces, more or less; and
- (c) George Street Lot at 25 George Street, consisting of approximately 45 spaces, more or less; and
- (d) State & Audubon, consisting of approximately 28 spaces, more or less; and
- (e) State/Grand/Olive Lot at 581 State Street, consisting of approximately 38 spaces, more or less; and
- (f) 432 State Street, consisting of approximately 36 spaces, more or less;
- (g) State/Pulaski Lot (City Parcel), consisting of approximately 28 spaces, more or less; and
- (h) Lots N & O on State Street (Lot N - 253 State Street and Lot O - 183 State Street) – consisting of approximately 26 spaces, more or less.
- (i) 1-7 Orange Street and 31 and 39 George Street, consisting of approximately 57 spaces more or less

Said parcels are herein together collectively described as the "Premises" or the "Parking Lots".

**NOW, THEREFORE**, for the consideration hereinafter set out, Licensor and Licensee hereby agree as follows:

1. License. Licensor hereby grants to Licensee the exclusive right to use the Premises for the sole purpose of operating a surface parking lot. Notwithstanding the foregoing, it is agreed and understood that Licensee shall observe, or cause to be observed, all reasonable rules now or hereafter promulgated by Licensor with respect to operations at the Premises (provided that such rules do not materially derogate from Licensee's use of the Premises), and that Licensor and/or any employee or agent of Licensor shall, at reasonable times and upon reasonable notice (or at any time, without notice, in case of an emergency), have full and unimpeded access to the Premises in order to carry out such inspections or construction or other work (whether with respect to the Premises or any surrounding public right of way) as Licensor may reasonably consider necessary or desirable. It is agreed and understood that this Agreement represents a contractual right to occupy the Premises and does not create any leasehold or other such real estate interest in Licensee with respect to the Premises.

2. Term.

(a) Subject to the provisions of Section 2(b) below, the term of this Agreement shall continue for a period of twelve (12) months (the "Term") commencing on July 1, 2020 (the "Commencement Date") and ending on June 30, 2021 (the "Termination Date").

(b) Notwithstanding the provisions of Section 2(a) above, it is agreed and understood that this Agreement shall automatically terminate upon the occurrence of any of the following:

(i) a material default by Licensee with respect to any of Licensee's obligations hereunder, where such default is not cured within thirty (30) days of Licensor delivering to Licensee written notice thereof;

(ii) Ninety (90) days written notice from either party to the other terminating this Agreement; or

(iii) a material default by Licensor with respect to any of Licensor's obligations hereunder, where such default is not cured within thirty (30) days of Licensee delivering to Licensor written notice thereof.

3. License Fee.

(a) Upon the Commencement Date, Licensee shall pay to Licensor a monthly license fee ("License Fee"), of \$18.00 per space per month, as calculated in the amounts shown on the Fee Schedule attached as Exhibit A and made a part hereof.

(b) The License Fee for the parking lot operated under this Agreement shall be made payable to an account established by the Controller of the City of New Haven (the "Account") and shall be delivered to the Office of Economic Development to the attention of the Economic Development Administrator to be utilized for the purpose of economic development and parking-related projects such as:

- (i) Performance Art space-related maintenance and operation;
- (ii) Visual Art space-related maintenance and operation;

- (iii) Not-for-profit projects promoting economic development and community development;
- (iv) Sports programs promoting economic development and community development;
- (v) Activities, organizations and temporary staff promoting business attraction, retention, and expansions;
- (vi) Village and merchant Associations promoting neighborhood commercial corridors;
- (vii) Cultural Affairs;
- (viii) Parking-related contractual obligations; and
- (ix) Activities and programs that help create jobs or job training tied to City development projects.

4. Revenue Statements and Audits. Upon the request of the Economic Development Administrator for the City of New Haven, Licensee agrees to provide a statement of income and expenses for each parking lot operated under this Agreement within fifteen (15) days after the Termination Date of this Agreement.

5. Parking Rates. Rates for parking are to be set at market rate as reasonably determined by the Licensee and are to be comparable to that of surrounding New Haven surface parking lots.

6. Maintenance of Premises.

(a) Licensee shall keep and maintain or cause to be kept and maintained the Premises in good order, condition, and state of repair at its sole cost and expense. This shall include, but not be limited to, the following:

(i) maintaining the surface of the parking lot operated under this Agreement to insure the safety, health and welfare of the public and parking lot customers;

(ii) removing all trash, debris, and filth, as necessary;

(iii) maintaining, replacing, repairing, and restoring all signs and markers to keep them in good working condition;

(iv) to the extent practicable, removing snow and ice and/or using sand or other appropriate substance to insure the safety, health and welfare of the public and parking lot customers; and

(v) maintaining, replacing, repairing, and restoring all lighting fixtures to keep them in good working condition to insure the safety, health and welfare of the public and parking lot customers.

(b) Licensee hereby acknowledges and agrees that with respect to all maintenance or other projects carried at the Premises, the obligations contained in Section 12 ½ and Section 12 ¼ of the City's General Code of Ordinances shall be applicable.

7. Compliance with Laws. Licensee shall be responsible for compliance with all laws and regulations (federal, state or municipal) with respect to Licensee's use and occupancy of the Premises, including (without limitation) all environmental laws and regulations.
8. No Representation by Licensor. Licensee acknowledges that Licensor has not made any representations or promises whatsoever with respect to the Premises and/or the suitability of the same for Licensee's proposed use. The taking of possession of the Premises by Licensee shall be conclusive evidence that Licensee accepts the same in the condition existing the date hereof (the "Existing Condition").
9. Assignment and Subletting. The license granted pursuant to this Agreement is strictly personal to Licensee, and any purported alienation of any of the rights herein contained (which shall include the sharing of the Premises with any third party) shall result in the automatic termination of this Agreement.
10. Licensee's Obligations Upon Termination
  - (a) Upon expiration or earlier termination of this Agreement, Licensee shall be responsible for restoring the Premises to the Existing Condition, including, but without limitation, that there be no tripping hazards left on the Premises.
  - (b) In the event that Licensee shall fail to carry out Licensee's obligations under Sections 6 and 10(a) above, then without prejudice to any other rights or remedies which may be available to Licensor, it is hereby agreed, stipulated and understood that Licensor shall be permitted to carry out such work and recover the cost of the same from Licensee.
11. Insurance and Indemnity.
  - (a) Licensee hereby agrees to indemnify, defend and hold harmless Licensor and Licensor's officers, agents and employees against and from any and all claims, damages, losses and expenses (including, without limitation, attorneys' fees) arising out of or resulting directly or indirectly from Licensee's use and occupation of the Premises, and/or any default by Licensee hereunder.
  - (b) At all times during the Term, Licensee shall carry public liability insurance with respect to Licensee's use and occupancy of the Premises with Licensor named as an additional insured and certificate holder. Such insurance shall be in an amount not less than the following: Two Million Dollars (\$2,000,000.00) general aggregate, Two Million Dollars (\$2,000,000.00) Products and Completed Operations, One Million Dollars (\$1,000,000.00) Personal and Advertising Injury, One Million Dollars (\$1,000,000.00) each occurrence limit, Three Hundred Thousand Dollars (\$300,000.00) Fire Damage, Ten Thousand Dollars (\$10,000.00) Medical Payments, any one person, and One Million Dollars (\$1,000,000.00) Automobile.
  - (c) At all times during the Term, Licensee shall also carry Workers Compensation and Employers Liability Insurance with limits of not less than the following: Each Accident \$100,000.00; Disease Policy Limit/Aggregate Limit \$500,000.00; Disease each employee \$100,000.00. The City shall be named a Certificate Holder on such policy, and Licensee shall furnish the City with a Certificate of Insurance evidencing that it has complied with the obligations under this Section 10.

- (d) Licensee shall not be permitted to enter the Premises until such time as Licensee shall have delivered a certificate of insurance to Licensor showing Licensee's compliance with the provisions of this Section 10. Any insurance certificate shall specifically reference this Agreement and provide Licensor with thirty-(30) days' notice of cancellation. Licensee shall, upon the demand of Licensor, provide Licensor with a copy of any insurance policy that is required hereunder. Licensee shall not change any terms of conditions of any insurance policy that is required under this Agreement without the prior written approval of Licensor, which approval shall not be unreasonably withheld.
12. Additional Lots. In addition to those Parking Lots described in "Background" to which this Agreement applies in total, Licensor is also the owner of those community parking lots described in Exhibit B attached hereto and made a part hereof (the "Additional Lots"). As regards the Additional Lots, it is hereby agreed, stipulated and understood as follows:
- (a) License shall manage the Additional Lots on behalf of Licensor in accordance with all of the terms and conditions of this Agreement except that the calculation of the License Fee pursuant to Section 3 of this Agreement shall not include the Additional Lots, and Licensee shall be entitled to keep all parking fees or other monies received by Licensee therefrom; and
- (b) With respect to any one, some or all of the Additional Lots (as appropriate) this License shall terminate upon sixty (60) days written notice from Licensor to Licensee of such termination, whereupon Licensee's management of such Additional Lot(s) shall cease and Licensor shall assume full control of the same.
13. Waiver. The failure of Licensor to enforce or insist upon the performance of any of the covenants and conditions contained in this Agreement 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 upon the performance of the covenant or condition in question.
14. Notices. Any notices required to be given hereunder shall be deemed duly given if mailed in any post office by registered or certified mail addressed to the parties at the following addresses, or such other address as the parties may by written notice provide:

**If to Licensor:**

City of New Haven  
Office of the Economic Development Administrator  
165 Church Street  
New Haven, CT 06510  
Attn: Michael Piscitelli, Economic Development Administrator

**If to Licensee:**

New Haven Parking Authority  
232 George Street  
New Haven, CT 06510  
Attn: Douglas Hausladen, Executive Director

- 15. Prior Agreements. This Agreement contains the entire agreement between Licensor and Licensee with respect to Licensee's use and occupation of the Premises, and no prior agreement or understanding, oral or written, expressed or implied, pertaining to the same shall be effective for any purpose.
- 16. Governing Law. This Agreement is made under and shall be construed in accordance with the laws of the State of Connecticut.
- 17. Agreement Binding Upon Successors and Assigns. Licensor and Licensee each binds itself, its successors and assigns to such other party and to the successors and assigns of such other party with respect to all covenants of this Agreement.

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

CITY OF NEW HAVEN

\_\_\_\_\_  
  
\_\_\_\_\_

BY: \_\_\_\_\_  
Justin Elicker  
Its Mayor

Approved as to Form and  
Correctness:

\_\_\_\_\_  
John R. Ward  
Special Counsel to  
Economic Development

WITNESS:

NEW HAVEN PARKING AUTHORITY

\_\_\_\_\_  
  
\_\_\_\_\_

BY: \_\_\_\_\_  
Norman Forrester  
Chairman  
Duly Authorized

**EXHIBIT A**

**LICENSE AGREEMENT FROM JULY 1, 2019 THROUGH JUNE 30, 2020  
BETWEEN THE CITY OF NEW HAVEN AND THE NEW HAVEN PARKING AUTHORITY**

Lots Under License Agreement	Spaces	Per Space Per Month	Total per Month	Annual Total	Revenue Line
Sherman / Tyler	472	\$ 18.00	\$ 8,496.00	\$ 101,952.00	21552245-48107
Orange / George Lot	57	\$ 18.00	\$ 1,026.00	\$ 12,312.00	21552245-48107
Orchard / Sherman	480	\$ 18.00	\$ 8,280.00	\$ 99,360.00	21552245-48107
<b>TOTALS 21552245-48107</b>			<b>\$ 17,802.00</b>	<b>\$ 213,624.00</b>	
George Street - 003 25 Orchard Street (Behind Hertz)	45	\$ 18.00	\$ 810.00	\$ 9,720.00	29251153-48107
State & Audubon - 038 State Street	28	\$ 18.00	\$ 504.00	\$ 6,048.00	29251153-48107
State / Grand / Olive - 036 581 State Street	38	\$ 18.00	\$ 684.00	\$ 8,208.00	29251153-48107
432 State Street - 032	36	\$ 18.00	\$ 648.00	\$ 7,776.00	29251153-48107
State / Pulaski Lot - 030 State Street	28	\$ 18.00	\$ 504.00	\$ 6,048.00	29251153-48107
<b>TOTALS 29251153-48107</b>			<b>\$ 3,150.00</b>	<b>\$ 37,800.00</b>	
Lots N & O			\$ 7,500.00	\$ 90,000.00	20942002-49119
<b>TOTALS 20942002-49119</b>			<b>\$ 7,500.00</b>	<b>\$ 90,000.00</b>	
<b>GRAND TOTALS</b>			<b>\$ 28,452.00</b>	<b>\$ 341,424.00</b>	

**PAYMENTS FOR THIS LICENSE AGREEMENT:**

July	\$ 28,452.00
August	\$ 28,452.00
September	\$ 28,452.00
October	\$ 28,452.00
November	\$ 28,452.00
December	\$ 28,452.00
January	\$ 28,452.00
February	\$ 28,452.00
March	\$ 28,452.00
April	\$ 28,452.00
May	\$ 28,452.00
June	\$ 28,452.00

**TOTAL** \$ 341,424.00

## **EXHIBIT B**

### **ADDITIONAL LOTS**

Chapel/Franklin (480 Chapel Street) – having 17 spaces more or less

Court/Olive (92 Olive Street) – having 16 spaces more or less

Elm/Orange (32 Elm Street) - having 70 spaces more or less

Grand/Poplar (243 Grand Avenue) -- having 20 spaces more or less

Grand/E Pearl (84 Grand Avenue) – having 50 spaces more or less

Olive/Chapel (77 Olive Street) -- having 47 spaces more or less

Orange/Trumbull/Bradley (431 Orange Street) – having 65 spaces more or less

432 State Street – having 36 spaces more or less

State/Mechanic (1010 State Street) – having 37 spaces more or less

State/Pulaski (State Parcel) – having 18 spaces more or less

State/Wall (10 Wall Street) -- having 100 spaces more or less

Whalley/Blake (919 Whalley Avenue – having 48 spaces more or less