

**LICENSE AND ASSISTANCE AGREEMENT
BY AND BETWEEN
THE CITY OF NEW HAVEN
AND
CANAL DOCK BOATHOUSE, INC.
A19-**

This License and Assistance Agreement (this "License") entered into as of the First day of January, 2020 (the "Effective Date") by and between **THE CITY OF NEW HAVEN** having an address at 165 Church Street, New Haven, Connecticut 06510 (the "City") and **CANAL DOCK BOATHOUSE, INC.**, P.O. Box 8442, New Haven CT 06530, (the "Licensee"), both collectively referred to herein as "Parties" and individually as a "Party,"

WITNESSETH THAT:

WHEREAS, the City is the owner of a boathouse (the "Boathouse") situated at 475 Long Wharf Drive, New Haven, CT 06511 and more particularly shown on Exhibit A attached hereto and made a part hereof (the Boathouse and said land and associated docking facilities being hereinafter referred to as the "Property"); and

WHEREAS, in accordance with an order of the Board of Alders dated September 8, 2015, the City intended to enter into a long-term lease of the Property with Licensee (the "Lease") but the Parties were not then in a position to do so; and

WHEREAS, following completion of the construction of the Boathouse, the Parties agreed that it would be in the best interests of both the City and Licensee to enter into a transition agreement in order to open the Boathouse for the purposes anticipated in the Lease, which was accomplished by the execution and delivery of a license and assistance agreement dated December 7, 2018 (the "License and Assistance Agreement") which License and Assistance Agreement expired on December 6, 2019, so that Licensee has been occupying and operating the Premises with the consent of the City on a day to day basis up to and including December 31, 2019; and

WHEREAS, the Parties are still not in a position to enter into the Lease, arising in part due to a delay in executing an agreement with the University of New Haven, which has in turn adversely affected the financial position of Licensee and, accordingly, the Parties have agreed to enter into this License upon the terms and conditions hereinafter contained which include financial operating support.

NOW, THEREFORE, in consideration of the mutual rights, duties and obligations arising out of this Agreement and for other good and valuable consideration, the Parties agree as follows:

SECTION 1: PREMISES

1.01. In accordance with the provisions of this License and in consideration of a license fee in the amount of one (\$1.00) dollar the receipt whereof is hereby acknowledged, the City does hereby grant to Licensee exclusive use of the Property

during the Term (subject to the obligations contained herein, including without limitation the provisions of Section 10 and Section 11 below) except for that portion of the Boathouse shown on Exhibit B attached hereto and made a part hereof (the "Premises").

SECTION 2: TERM

2.01. The term of this License (the "Term") shall be for a period commencing on the Effective Date, expiring June 30, 2020 (the "Expiration Date") subject to any earlier termination as hereinafter provided for. In the event that the Lease has not been executed on or prior to the Expiration Date the Parties may jointly elect to extend Licensee's occupation and operation of the Premises on such terms and conditions as may be mutually acceptable, whether by way of a new agreement, an extension of this License or on a month to month basis. Licensee acknowledges that the City's acquiescence to any such new arrangements shall be largely predicated upon Licensee's performance in meeting those benchmark requirements concerning operation of the Premises which are set forth on Exhibit C attached hereto and made apart hereof (the "Benchmarks").

2.02. Provided that this License is in full force and effect and that Licensee is in compliance with all of Licensee's obligations hereunder in all material respects, the Parties agree to work diligently towards the negotiation and execution of the Lease, taking into account Licensee's progress with respect to the Benchmarks, and such other criteria as the City shall reasonably consider relevant.

2.03. Notwithstanding any other provision contained in this Section 2, the Term shall automatically terminate upon execution and delivery of the Lease.

SECTION 3: ADMINISTRATION

3.01. The person in charge of administering this License on behalf of the City shall be the City Engineer (unless otherwise herein expressly provided otherwise with respect to specific approvals) or such other person as the City Engineer shall designate to act in his or her place from time to time.

3.02. The person in charge of administering this License on behalf of the Licensee shall be the President of the Board of Licensee, provided that if/when appointed, the Executive Director of Licensee shall be in charge of administering this License on behalf of Licensee.

3.03. Licensee shall not assign this License or sublicense all or any portion of the Premises to any other party, or in any other manner alienate the license herein granted, without the prior written consent of the City (acting in its sole and absolute discretion) except as regards the day to day operation of the Premises by way of the licensing of space for public and private events, where such licensing of space is carried out in accordance with the standard form agreement attached hereto as Exhibit D and made a part hereof (the "Standard Form Agreement").

SECTION 4: SCOPE OF LICENSE

4.01. During the Term, Licensee shall be responsible for day-to-day operation of the Premises in the manner anticipated in the Lease and in particular, Licensee may use the Premises for the following purposes (the “Activities”):

- (a) In-water sports competitive and recreational activities, including but not limited to, rowing, kayaking, canoeing and sailing;
- (b) On-shore physical fitness activities;
- (c) Environmental awareness education;
- (d) Historical and cultural education;
- (e) Special events and social functions including (without limitation) those events described in Section 3.03 above (an “Event”); and
- (f) General community use.

4.02. Licensee shall use the Premises for any of the Activities or any such other uses that are implicitly contained within or incidental to the Activities and for no other use whatsoever, except with the express prior written consent of the City. In its day-to-day operation of the Premises, Licensee shall be permitted to enter into such contracts with vendors as Licensee shall consider necessary or desirable, provided that no such contract shall be for a term in excess of the Term without the prior written approval of the City, which approval shall not be unreasonably withheld, provided that any such contract shall expire on or prior to December 31, 2020. Further, any Event which is scheduled for a date which is after the Expiration Date shall require the prior written consent of the City, acting through the City’s Economic Development Administrator (“EDA”). The City will respond to each request for such consent within seven (7) days of the City’s receipt of the same, provided that it is agreed and understood that the City shall not approve any Event scheduled to take place more than one (1) year from the date of Licensee’s request. The City hereby agrees that if Licensee shall no longer be the operator of the Premises at the time an approved Event is to be held, the City shall be responsible for the conduct of such Event.

4.03. Licensee acknowledges that the City and any representatives of the City shall have the right to access and enter the Premises and any sidewalks, access ways or other areas abutting the Premises at all times during the Term, provided that the City shall use all reasonable efforts not to disturb users of the Premises lawfully thereon pursuant to the terms and conditions of this License.

4.04. Without prejudice to the generality of Section 4.03 above, Licensee acknowledges that the City is in the process of closing out the Boathouse construction project (the “Close Out”). The City’s inspections engineer and the City’s contractor shall be permitted such access as may be necessary or desirable to the Boathouse and/or the Premises for the purpose of completion of the Close Out. Following completion of the Close Out, the provisions of Section 4.03 above shall govern City access to the Boathouse and the provisions of this Section 4.04 shall have no further effect.

4.05. Licensee shall not make any alternations in or to any portion of the Premises, without the express prior written consent of the City Engineer.

4.06. Upon the expiration of the Term (howsoever determined) Licensee shall promptly vacate the Premises in a good and tenantable condition, fair wear and tear excepted and in a broom clean condition and shall deliver all keys, codes and other such devices to the City.

SECTION 5. OPERATIONAL INCOME

5.01. It is agreed and understood that the City proposes to enter into a lease agreement (the "UNH Lease") with the University of New Haven ("UNH") with respect to the remaining portion of the Boathouse (the "UNH Space"). The UNH Lease requires the approval of the City's Board of Alders. If such approval is obtained, then following execution and delivery of the UNH Lease the "Rent" payable under the UNH Lease (as therein defined and as used herein) shall be delivered to the Licensee for the purpose of Licensee's operation of the Premises, except for the portion thereof to be retained by the City, as described in Section 5.02 below.

5.02. It is agreed and understood that within thirty (30) days of the City's receipt of the Rent, the City shall deliver to Licensee a check in the amount of the Rent less that portion of the "Additional Rent" (as defined in the UNH Lease) which is attributable to UNH's "Pro Rata Share" (as defined in the UNH Lease) of the cost of utility service to the Boathouse in accordance with the City's obligations set forth in Section 8.01(b) below (and, to the extent that the City shall in the future take responsibility for any other operational expenses with respect to the Premises which are not the responsibility of the City as of the Effective Date, UNH's Pro Rata Share of the same) together with a calculation showing the net amount payable to Licensee.

5.03. In the event of termination of the UNH Lease during the Term with no alternative arrangement immediately put into place with respect to the UNH Space (or any significant portion thereof, so as to substantially or entirely replace the income therefrom) then this License shall automatically terminate upon delivery of written notice of the termination of the UNH Lease by the City to Licensee, whereupon Licensee may vacate the Premises, or, with the consent and collaboration of the City continue to occupy the Premises on a month to month basis and operate the same to the extent feasible in such reduced fiscal circumstances, while working with the City in formulating and executing an alternative plan for the continued long term occupation and operation of the Premises and/or the Boathouse.

5.04. Recognizing that the Rent shall not be payable under the UNH Lease until such time as UNH obtains a Certificate of Occupancy with respect to the UNH Space, the City has agreed to provide the Licensee with financial support of not more than Sixty Thousand (\$60,000.00) Dollars and Zero Cents to assist the Licensee with the day-to-day operation of the Premises during the Initial Term (the "Maximum Financial Assistance"). One half of the Maximum Financial Assistance (\$30,000.00) shall be paid to Licensee upon the Effective Date. Provided that Licensee shall then be in material compliance with all of the terms and conditions of this License, including (without limitation) meeting the Benchmarks (or, Licensee shall have made adequate progress with respect thereto, in the reasonable discretion of the EDA, taking into account any unforeseen but relevant

circumstances) the remaining half of the Maximum Financial Assistance shall be paid to Licensee on or before April 1, 2020.

SECTION 6: COMPLIANCE WITH LAWS

6.01. At all times, Licensee shall conform to all applicable provisions of federal, state, and municipal laws, ordinances, codes, rules and regulations, concerning the Premises and/or the operation thereof, including but not limited to those of the United States Coast Guard, United States Environmental Protection Agency, Energy and DEEP and the Basic Building Code of the State of Connecticut, zoning regulations, fire regulations, and requirements of the Occupational Safety and Health Act of 1970.

6.02 Licensee shall fully cooperate with all agencies (whether federal, state or municipal) having jurisdiction over any matter concerning that body of water constituting New Haven Harbor and/or the operation of vessels, motorized or non-motorized or any other type of water craft thereupon, and shall comply with any and all regulations promulgated by any such body, including (without limitation) the United States Coast Guard, the New Haven Harbor Master and the Connecticut Department of Energy and Environmental Protection (“DEEP”).

6.03 The City may promulgate reasonable Rules and Regulations, and from time to time amendments, to provide for the safe, enjoyable, and purposeful use of the Premises.

SECTION 7: DEFAULT

7.01. If Licensee shall do, or fail to do, or permit to be done (whether by action or inaction) anything contrary to any of Licensee’s obligations hereunder, and if such situation shall continue and shall not be remedied by Licensee within thirty (30) days after the City shall have delivered to Licensee a notice specifying the same (or such longer period as may be reasonably necessary with respect to the default in question, provided that the remedy shall be commenced within such thirty (30) day period) then the City may terminate this License upon delivery of written notice of such termination to Licensee.

7.02. If the City shall do, or fail to do, or permit to be done (whether by action or inaction) anything contrary to any of the City’s obligations and if such situation shall continue and shall not be remedied by the City within thirty (30) days after Licensee shall have delivered to the City a notice specifying the same (or such longer period as may be reasonably necessary with respect to the default in question, provided that the remedy shall be commenced within such thirty (30) day period) then Licensee may terminate this License upon delivery of written notice of such termination to the City.

SECTION 8: RESPONSIBILITIES OF PARTIES

8.01. The City shall be responsible:

- (a) for repairs to and maintenance of the structure of the Boathouse, including the roof, the foundations, exterior walls, interior load bearing walls and all systems serving the Boathouse, following protocols established in consultation with the City Engineer, unless the need for any such maintenance or repair arises as a result of the failure of Licensee to carry out its preventative maintenance procedures described in Section 8.02 below or arises as a result of the negligence or willful act of omission of Licensee and/or any party permitted entry to the Premises by Licensee, where the cost of making such repairs is covered by insurance carried by such party and where such insurance proceeds are made available to Licensee for such purpose;
- (b) for payment for all utility usage at the Premises during the Term;
- (c) for providing Licensee with such keys and codes as may be necessary for all access to the Premises and for access to the remaining portion of the Boathouse which shall only be used by Licensee in the event of emergency and Licensee hereby agrees and acknowledges that the UNH Lease may contain corresponding emergency provisions; and
- (d) to the extent not yet provided under the License and Assistance Agreement (if at all) for providing (and/or causing the City's contractor to provide) Licensee with copies of all warranties for the materials and equipment which are incorporated into the Premises, as well as providing Licensee with copies of all operating and maintenance manuals for all materials and equipment which are incorporated into the Premises, which shall include (without limitation) maintenance schedules, floor plans, mechanical plans, training videos performed with contractors and equipment suppliers for Licensee, and any other documentation related to the operation of the Boathouse.

8.02. Licensee shall be responsible:

- (a) for all repairs to and maintenance of the Premises which is not the responsibility of the City pursuant to Section 8.01 above which shall include the carrying out of all preventative maintenance procedures required under any and all warranties covering the Premises and/or the building systems serving the Boathouse and/or in accordance with best practices in building management (as reasonably determined by the City) and/or required under any applicable insurance policy (provided that a copy of any such policy shall have been provided to Licensee by the City) and any repair or maintenance required at the Premises as a result of Licensee's failure to comply with Licensee's preventative maintenance obligations, any such maintenance and repair of the Boathouse required under this Section 8.02.(a) to be coordinated by a building manager with appropriate certification and qualifications reasonably acceptable to the City;

- (b) for providing the City with a list of “24/7” emergency contacts;
- (c) for all janitorial and cleaning services required at the Premises, consistent with industry standards; and
- (d) for day to day management of the Premises in accordance with the rights, duties and responsibilities set forth in this License.

8.03. Representatives of the City and Licensee shall meet on a monthly basis to review any and all issues arising from time to time concerning the operation of the Premises including the management of the Boathouse and shall seek to resolve the same and/or take such action or actions as the Parties shall mutually agree to be necessary or desirable, including (without limitation) any administrative amendments to this License in accordance with the provisions of Section 12.08 below, which are mutually considered necessary or desirable with respect to the efficient operation of the Premises. To the extent that any claim arises under any material or equipment warranty affecting the Premises, the City shall bear all costs associated with enforcing the same. Attendance at the monthly working group meeting shall include, at a minimum the Licensee’s executive director, together with a representative from the Licensee’s board of directors, and at least one (1) representative from the City Plan Department and one (1) representative from the City’s Engineering Department.

SECTION 9: INSURANCE/HOLD HARMLESS

9.01. Licensee shall defend, indemnify and hold harmless the City and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity (“Claims”), to the extent such Claims are caused by the acts, errors or omissions of Licensee, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with the Premises, the Activities and/or Licensee’s operation of the Premises hereunder.

9.02. Licensee, at Licensee’s sole cost and expense shall maintain of the following minimum limits of insurance with respect to the Activities, the Premises and Licensee’s operations thereat: c

- (a) Commercial General Liability insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, which shall name the City of New Haven as an additional insured and include a Waiver of Subrogation clause in favor of the City, and which limits may be satisfied by a combination of primary and excess limits.
- (b) an all risk property policy that covers direct physical loss or damage to Licensee’s personal property and improvements and betterments.

- (c) Marina Operators Legal Liability insurance which shall insure exposures associated with the operation of a marina including those related to the care, custody and control (CCC) of watercraft and which shall be in the minimum amount of One Million (\$1,000,000.00) per occurrence and Two Million (\$2,000,000.00) in the aggregate and shall name the City of New Haven as an Additional Insured and include a Waiver of Subrogation clause in favor of the City. The required limits may be satisfied by a combination of primary and excess limits.
- (d) Hull insurance for all owned or leased vessels and its equipment covering physical loss of, or damage sustained to an insured vessel on an all risks basis with limits based on the value of the vessel(s).
- (e) Protection and Indemnity coverage in the minimum amount of Five Million (\$5,000,000) for the operation of any owned or leased vessel against liability for bodily injury and third-party damage. This coverage shall name the City of New Haven as an Additional Insured and include a Waiver of Subrogation clause in favor of the City. The required limits may be satisfied by a combination of primary and excess limits.
- (f) Workers Compensation with CT Statutory Limits and Employers Liability with limits of One Million (\$1,000,000) Each Accident, One Million (\$1,000,000) Disease Each Employee, and One Million (\$1,000,000) Disease Policy Limit. This coverage shall also include a Waiver of Subrogation clause in favor of the City.

9.03. All insurance required to be maintained by Licensee shall be issued by reputable insurers permitted to do business in the state of Connecticut. Upon (or prior to) the Effective Date, Licensee shall provide the City with current certificates of insurance evidencing Licensee's compliance with Licensee's obligations under this Section 9, together with a copy of the policy. It is agreed and understood that during the Term, Licensee may replace the insurance policies existing as of the Effective Date, provided that the replacement insurance policies meet the coverage and other requirements set forth in this Section 9, as reasonably determined by the City.

9.04. All policies of insurance provided by Licensee herein shall insure the City, Licensee and any mortgagees, as their respective interests may appear. Each such policy shall contain a provision that no act or omission of Licensee shall affect or limit the obligation of the insurance company to the City, and, to the extent obtainable, shall contain an agreement by the insurer that such policy shall not be cancelled without at least thirty (30) days prior written notice to the City. Licensee shall provide such evidence of payment of insurance premium as the City shall reasonably require.

SECTION 10: PUBLIC ACCESS

10.01. Between the hours of 10 AM and 5 PM, on each day during the Term (or any extension thereof) including Martin Luther King Jr. Day, Presidents' Day, Columbus

Day, and Veterans Day (except Monday and any unlisted state or federal holidays), the public shall be permitted to enter the Visitor Area as shown on Exhibit E attached hereto and made a part hereof. Access to and use of the Visitor Area shall be subject to such rules and regulations as the City and Licensee shall establish from time to time. Licensee shall have the right to establish and enforce such rules and regulations as Licensee shall deem necessary, in its reasonable discretion, for the safety and security of the public, Licensee, or any of Licensee's guests, invitees or licensees. Furthermore, nothing contained herein will be deemed to be a gift or dedication of any portion of the Premises to the general public. Licensee shall have the right to deny the public access to the Visitor Area (excluding the sidewalks shown on Exhibit B), temporarily from time to time to the extent Licensee reasonably deems necessary or appropriate to prevent a dedication or the accrual of any rights of the public in and to the Visitor Area, or to allow special events to occur on the Premises without interruption by the public.

SECTION 11: CITY'S USE OF PREMISES

11.01. At all times during the Term (but in accordance with the provisions of this Section 11) the City shall be entitled to free use of the Premises (or a portion thereof) for meetings, seminars, functions, or other such events involving the City or sponsored by the City (a "City Event"), provided that such use of the Premises by the City shall not interfere with Licensee's maximization of revenue from the Premises and provided that the City shall be responsible for all expenses incurred by either the City or Licensee arising out of a City Event. The EDA, on behalf of the City, by way of electronic mail (or such other media as may be convenient to Licensee) shall contact Licensee and request the use of the Premises for a City Event. The City shall be entitled to reserve the Premises (or portion thereof) for a City Event on any free weeknight, other than a Friday night, provided that the City shall not reserve use of the Premises (or portion thereof) more than sixty (60) days in advance of any proposed City Event. The City shall not be entitled to more than twenty (20) City Events during the calendar year commencing with the Effective Date and shall not be entitled to more than two (2) City Events during each of the following the months of May, June, July, August, September and December.

11.02. The City's use of the Premises for all City Events as anticipated in the above Section 11.01 shall be consistent with all applicable terms and provisions of the Standard Form Agreement, except that the City shall not be required to do any of the following:

- (a) pay any fees or deposits required under the Standard Form Agreement;
- (b) indemnify Licensee as required under the Standard Form Agreement;
- (c) obtain separate event insurance coverage for City Events, provided that the City's present insurance policies are sufficient to cover any claims arising from City Events held on the Premises; or

- (d) seek Licensee's prior approval of vendor, caterer, event planner, or other event details, as required under the Standard Form Agreement, provided that the Economic Development Administrator endeavors to provide Licensee with sufficient advance notice of a City Event so that Licensee may make arrangements to accommodate the City's request.

This Section 11.02 shall not be deemed exhaustive, and Licensee in its sole discretion may exempt the City from additional requirements under the Standard Form Agreement as deemed necessary or appropriate from time to time.

SECTION 12: MISCELLANEOUS

12.01. This License and any claims arising therefrom shall be governed by Connecticut law.

12.02. The Parties waive a trial by jury as to any and all claims, causes of action or disputes arising out of this License.

12.03. This License incorporates all of the understandings of the Parties as to the matters contained herein and supersedes any and all agreements reached by the Parties prior to the execution of this License.

12.04. If any provision of this License is held invalid, the balance of the provisions of this License shall not be affected thereby if the balance of the provisions of this License would then continue to conform to the requirements of applicable laws.

12.05. Any waiver of the terms and conditions of this License by either of the Parties hereto shall not be construed to be a waiver of any other term or condition of this License.

12.06. The word "including" when following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific terms or matters as provided immediately following the word "including" or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words to similar import) is used with reference to the word "including" or similar items or matters, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of the general statement, term or matter.

12.07. Article headings are for the convenience of the Parties only and do not describe or limit the contents of the Article.

12.08. Amendments to this License, in order to be binding upon the Parties, must be in writing and signed by duly authorized officers of the City and of Licensee.

12.09. References herein in the masculine gender shall also be construed to apply to the feminine and neuter gender, and the singular to the plural and vice versa.

12.10. Unless as stated specifically in Section 12 or otherwise in this License, all notices, and other communications, including without limitation consents, authorizations, waivers, etc., in order to be binding upon a Party, must be in writing and signed by a duly authorized officer of the City or Licensee, whichever is applicable, and sent by registered or certified mail as follows:

To the City:

City of New Haven
Chief Administrative Office
165 Church Street, Floor 3R
New Haven, CT 06510
Attn: Margaret Targrove

With Copies To:

City of New Haven
Department of Engineering City Engineer
200 Orange Street, 5th Floor, Room 503
New Haven, CT 06510
Attn: Giovanni Zinn

City of New Haven
Economic Development Administration
165 Church Street, Floor 4R
New Haven, CT 06510
Attn: Michael Piscitelli

To the Licensee:

Canal Dock Boathouse, Inc.
P.O. Box 8442
New Haven CT 06530

With a copy to:

Jerome N. Frank Legal Services Org.
Yale Law School
Attn: Professor Anika Singh Lemar
P.O. Box 209090
New Haven, CT 06520-9090

or to such other address as a Party may designate in writing from time to time. Notices and other communications shall be deemed conclusively to have been given three (3) business days following mailing or, if verbal or sent electronically, immediately when said or sent.

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

THE CITY:

By: _____

Name: Toni N. Harp
Title: Mayor

**Approved as to Form and
Correctness:**

John R. Ward
Special Counsel to Economic Development

**LICENSEE:
CANAL DOCK BOATHOUSE, INC.**

By: _____

Print Name: John Pescatore

Its: President

Duly Authorized

DRAFT

EXHIBIT A

PROPERTY

DRAFT

EXHIBIT B

EXCLUDED PORTION

DRAFT

EXHIBIT C

BENCHMARKS

January 7, 2020

- Hire Executive Director, with the advice and consent of the City Plan Director which shall not be unreasonably withheld.
- Fill vacancies on Board of Directors with respect to neighborhood representation.
- Prepare plan for emergency power, in consultation with the City Engineer.
- Elect new President of Licensee

February 29, 2020

- Develop Fund Raising Plan, with target goals and strategies.
- Update rental rates and use agreement, with the objective to generate more use of the areas available for rent.
- Develop revised operations plan for public access and use of the platform for community and/or rental events.
- Develop and implement a programming calendar incorporating social and educational events open to the public to be promoted and held not less than weekly between Memorial Day and Labor Day.
- Develop and implement educational programs involving New Haven Public Schools and/or New Haven's Department of Parks, Recreation and Trees.
- Commence delivery of monthly financial reports to the City.

March 31, 2020

- Update strategic plan to reflect Benchmarks above and long-term strategy for financial viability and operational performance consistent with Boathouse project goals.

EXHIBIT D

STANDARD FORM AGREEMENT

DRAFT

EXHIBIT E
VISITOR AREA

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