

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on June 7, 2021, and that the same has not been amended or rescinded:

**WHEREAS**, the City of Norwich is an Entitlement community receiving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) dollars of \$876,317 for program year 2021 (PY47); and

**WHEREAS**, the Community Development Advisory Committee (CDAC) has held public meetings and voted on their recommendations for CDBG allocations in the month of May; and

**WHEREAS**, the allocation process is subject to a 30-day comment period prior to being placed into effect and the Council of the City of Norwich must hold a public hearing regarding the recommendations prior to the final vote on the allocation.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that the Council shall and hereby does schedule a public hearing to be held at 7:30 p.m. during the July 6, 2021 Council meeting on the subject of Community Development Block Grant allocation recommendations for PY 2021.

<b>CDBG Requests - PY47 (2021-2022)</b>		<i>Revised 5/19/21</i>	
<b>Anticipated PY 2021 Allocation</b>	<b>\$ 860,989.00</b>	<b>\$ 876,317.00</b>	<b>\$ 876,317.00</b>
	PY47 Request	CDAC Recommendation	Council Recommendation
<b>CDBG Requests - PY47 (2021-2022)</b>			
CD Office - Administration (20% of Grant Funds)	\$ 172,197.00	\$ 175,197.00	
<b>Public Services</b>			
Children in Placement - GAL	\$ 20,000.00	\$ 20,000.00	
TVCCA Home Again Homeless Prevention	\$ 20,000.00	\$ 20,000.00	
Norwich Works - NHS	\$ 60,000.00	\$ 60,000.00	
Rapid Rehousing/Shelter Diversion - NHS	\$ 15,000.00	\$ 15,000.00	
Safe Futures	\$ 15,000.00	\$ 15,000.00	
Citizen & Police Academy - NPD	\$ 10,936.70	\$ -	
Night Flight Basketball - NPD	\$ 18,738.40	\$ -	
<b>Total Public Services</b>	<b>\$ 159,675.10</b>	<b>\$ 130,000.00</b>	
<b>Non-Public Services</b>			
Columbus Park - DPW	\$ 88,401.00	\$ 40,280.00	
Handicap Accessibility - DPW	\$ 40,430.00	\$ 40,430.00	
Rosewood Manor Roof & Gutters - NHA	\$ 150,000.00	\$ 150,000.00	
Futures, Inc. - HVAC System	\$ 30,046.00	\$ -	
McKeon Park - Norwich Recreation	\$ 165,801.00	\$ 55,623.00	
Jenkins Park - Norwich Recreation	\$ 149,200.00	\$ 11,375.00	
Property Rehabilitation & Code Compliance - CD	\$ 225,000.00	\$ 273,412.00	
<b>Total Non-Public Services</b>	<b>\$ 848,878.00</b>	<b>\$ 571,120.00</b>	
Public Service	\$ 159,675.10	\$ 130,000.00	
Non-Public Service	\$ 848,878.00	\$ 571,120.00	
CD Administration	\$ 172,197.00	\$ 175,197.00	
<b>Total All Requests</b>	<b>\$ 1,180,750.10</b>	<b>\$ 876,317.00</b>	
<b>Total Funding</b>	<b>\$ 860,989.00</b>	<b>\$ 876,317.00</b>	
	\$ (319,761.10)	\$ -	

Dated at Norwich, Connecticut this 8<sup>th</sup> day of June 2021.

ATTEST:   
 Betsy M. Barrett  
 City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on June 7, 2021, and that the same has not been amended or rescinded:

**WHEREAS**, the Greater Norwich Area Chamber of Commerce and the Greater Norwich Area Business and Industry Foundation, Inc. are co-producing a 2021 Summer Concert Series to include, "Rockin' the Dodd", two concerts to be held at Dodd Stadium on July 7 and July 14, 2021, and "Rock the Docks", four concerts to be conducted on July 21, July 28, August 4, and August 11 at Howard Brown Park with rain dates of August 18 and August 25; and

**WHEREAS**, the concerts will take place on Wednesdays from 6pm – 8pm; and

**WHEREAS**, "Rockin' the Dodd" and "Rock the Docks" will allow the entire community to enjoy a variety of music and entertainment at scenic locations; and

**WHEREAS**, the Greater Norwich Area Chamber of Commerce and the Greater Norwich Area Business and Industry Foundation, Inc. propose to make available beer and wine for sale during these concerts to patrons thereof at a location in Howard T. Brown Park for the "Rock the Docks" concerts, the proceeds of the sales to be used to support the concert series and the sales to be handled by an appropriately licensed and permitted entity.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that, pursuant to Section 13.14.2 of the Norwich Code of Ordinances, City Manager John Salomone be and hereby is authorized to grant the Greater Norwich Area Chamber of Commerce and the Greater Norwich Area Business and Industry Foundation, Inc. permission to sell beer or wine at the "Rock the Docks" concert series to be held on the dates listed above at the Howard T. Brown Park, subject to satisfactory proof that the Greater Norwich Area Chamber of Commerce and the Greater Norwich Area Business and Industry Foundation, Inc. have complied with the applicable regulations of the State Liquor Commission; that identification will be mandatory from each person purchasing an alcoholic beverage; that the sales of beer and wine will be made under a proper liquor license, and that proper insurances will be obtained and maintained by the Greater Norwich Area Chamber of Commerce and the Greater Norwich Area Business and Industry Foundation, Inc. and any vendor of beer and/or wine for the events.

Dated at Norwich, Connecticut this 8<sup>th</sup> day of June 2021.

ATTEST:



Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on June 7, 2021, and that the same has not been amended or rescinded:

**WHEREAS**, Ballard Builders LLC owns property located at 9 Smith Avenue (Assessor Map 95, Block 2, Lot 2) which property has been approved for a two (2) lot subdivision by the Commission on the City Plan; and

**WHEREAS**, in connection with the approval of its subdivision application, Ballard Builders, LLC agreed to convey to the City of Norwich a parcel of land situated on the westerly side of Smith Avenue consisting of approximately 1,129 +/- square feet to be part of the right-of-way of Smith Avenue the property to be conveyed more particularly described in Schedule A attached to this resolution; and

**WHEREAS**, in connection with the approval of its subdivision application, Ballard Builders LLC also agreed to grant and convey to the City of Norwich a Conservation Easement as described in a Conservation Easement Agreement a copy of which is attached to this resolution as Schedule B applicable to a portion of the property as more particularly described in Schedule A to Conservation Easement also attached to this resolution; and

**WHEREAS**, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich to accept the conveyance of the described parcel for right of way purposes and to enter into and accept the Conservation Easement Agreement proposed by Ballard Builders LLC to provide for the maintenance and conservation of the parcel subject to the Agreement.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that City Manager John Salomone be and hereby is authorized and directed to accept and cause to be recorded a deed satisfactory to him and to Corporation Counsel conveying the property described in this resolution from Ballard Builders LLC to the City of Norwich for use in connection with the right-of-way of Smith Avenue;

**AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that City Manager John Salomone, on behalf of the City of Norwich is authorized and directed to enter into, accept, receive and cause to be recorded on the land records a Conservation Easement Agreement as described herein acceptable to him and the Corporation Counsel.

Schedule "A"

A certain strip or parcel of land, together with the improvements thereon, if any, situated on the westerly side of Smith Avenue in the City of Norwich, County of New London and State of Connecticut and being more particularly shown and designated as "Land To Be Conveyed To The City of Norwich 1,129 +/- SF" on a certain map or plan entitled "Subdivision Plan 'Record Subdivision Plan' Prepared For Ballard Builders, LLC, 9 Smith Avenue – Norwich, Connecticut Scale: 1" = 30' Date: March 2021, Rev A – Add Stockpile Locations – 4/9/21, Rev B – Per CCP Conditions of Approval – 4/21/21, Job I.D. No. 20-2921 Sheet No. 2/5" prepared by Boundaries LLC which premises is more particularly bounded and described as follows:

Beginning at a 3/4" rebar to be set at the northerly corner of the herein described tract, in the easterly line of Lot 1 as shown on the above referenced plan and in westerly line of Smith Avenue; thence running South 22°05'16" East for a distance of 232.10 feet bounded easterly by Smith Avenue as shown on the above referenced plan to a monument to be set, said monument being the southerly corner of the herein described tract and the southeasterly corner of Lot 2 as shown on the above referenced plan; thence running North 30°07'17" West for a distance of 41.13 feet, more or less, bounded southwesterly by Lot 2 as shown on the above referenced plan to a 3/4" rebar to be set; thence running northerly along the arc of a curve with a radius of 300.00 feet, a central angle of 11° 34' 57", for a distance of 60.65 feet to a 3/4" rebar to be set, thence running North 18°32'20" West for a distance of 20.20 feet to a monument to be set in the northeasterly corner of Lot 2 and southeasterly corner of Lot 1 as shown on the above referenced plan; thence running North 18°32'20" East for a distance of 110.93 feet, more or less, bounded westerly by Lot 1 as shown on the above referenced plan to a 3/4" rebar to be set at the point and place of beginning.

Said premises is conveyed subject to easements, restrictions and agreements as of record appear, building and building line restrictions, any and all provisions of municipal ordinances including planning, zoning and inland wetland regulations of the City of Norwich, Connecticut, public or private law.

Record and Return to:  
Deanna Rhodes  
Director of Planning & Neighborhood Services  
City of Norwich  
23 Union Street  
Norwich, CT 06360

## CONSERVATION EASEMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Ballard Builders, LLC of the City of Norwich, County of New London, and State of Connecticut, hereinafter collectively called "GRANTOR(S)", and the **CITY OF NORWICH**, a municipal corporation having its territorial limits within the County of New London, and State of Connecticut, hereinafter called "GRANTEE or CITY";

### WITNESSETH

WHEREAS, the Grantor(s) is/are the owner of real property, hereinafter described, situated in the City of Norwich, County of New London, and State of Connecticut, which Grantee, acting through its City Council, has determined would be in the public interest to retain, maintain and conserve in its natural state; and

WHEREAS, the Grantee has determined that the maintenance and conservation of the said property of the Grantor can best be accomplished by the securing by Grantee of a conservation easement over, across, and upon the said property of Grantor; and

WHEREAS, the Grantor is willing, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, to grant to said Grantee the easement and covenants as hereinafter expressed concerning said property, thereby providing for its maintenance and conservation.

NOW THEREFORE, said Grantor does hereby give, grant, bargain, sell and confirm unto said Grantee, its successors and assigns forever, the right, privilege and authority as a Conservation Easement Agreement perpetually to preserve, protect, limit, conserve and maintain the land hereinafter described in its present natural condition. All covenants contained herein are deemed to run with the land.

Said premises subject to this Conservation Easement Agreement, hereinafter called the "CONSERVATION EASEMENT AREA" is more particularly described on Schedule A attached hereto.

The grant of this easement does not in any way grant to the general public the right to enter upon said CONSERVATION EASEMENT AREA for any purpose. Nor does this grant of easement obligate the Grantee to maintain or improve the CONSERVATION EASEMENT AREA.

## COVENANTS

Grantor covenants and agrees to prohibit and refrain from the following activities under, over, or upon the CONSERVATION EASEMENT AREA:

1. No buildings, camping accommodations, play equipment or vehicles of any type, or mobile homes shall be placed or erected in the CONSERVATION EASEMENT AREA. Fences are prohibited unless approved through EXCEPTIONS procedure, as described below.
2. No signs, billboards or other such advertising materials or structures of any kind or nature will be placed or erected upon, below or above the CONSERVATION EASEMENT AREA.
3. The topography of the landscape of the CONSERVATION EASEMENT AREA shall be maintained in its present condition, and no topographic changes shall be made. Topographic changes shall include, without exclusion, cutting of trees (except as may be required by good tree husbandry and maintenance after receiving written approval of the Grantee), filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rocks, or minerals, alteration of natural or existing watercourses or drainage, or the construction and installation of roads, driveways or utilities.
4. There shall be no use of pesticides, poisons, biocides or fertilizers, draining of wetlands, burning or disturbance or change in the natural habitat of the CONSERVATION EASEMENT AREA.
5. There shall be no manipulation or alteration of natural watercourses, lakeshores, marshes or other water bodies, nor shall any uses or activities in the CONSERVATION EASEMENT AREA be permitted which could be detrimental to water purity or to any vegetative, wildlife or hydrological function.
6. There shall be no operation of vehicles, snowmobiles, dune buggies, motorcycles, mini-bikes, go-carts, all-terrain vehicles or any other type of motorized vehicle in the CONSERVATION EASEMENT AREA.
7. There shall be no dumping, no filling or placing of trash, ashes, leaves, waste, rubbish, garbage or junk in the CONSERVATION EASEMENT AREA. In the event that such materials are placed in the CONSERVATION EASEMENT AREA, the Grantor, upon notice from the Grantee, will remove said materials within 30 days of such notice.
8. There shall be no storage or placement of any equipment, natural or man-made materials or substances in the CONSERVATION EASEMENT AREA.

The Grantee, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary or required in order to ensure compliance with said covenants and/or the purposes for which this Conservation Easement was granted. It is

the responsibility of the property owner to be fully aware of all the conditions contained in the Conservation Easement Agreement as expressed herein. The City of Norwich will vigorously enforce the conditions established herein.

### EXCEPTIONS

The Grantor, only with the written consent of the Grantee, acting by, through or at the direction of the City Manager, may enter upon the CONSERVATION EASEMENT AREA to conduct the following activities:

1. Removal of debris, dead trees or brush for the purpose of promoting safety;
2. Pruning and thinning of live trees and brush for the purpose of promoting safety and aesthetic quality, or restoration of natural balance including the removal of exotic species;
3. Planting of trees, shrubs or other vegetation for the purpose of enhancing wildlife or aesthetic quality.
4. Install and maintain City-approved fencing.

Grantee's approval for excepted activities may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purpose of this Conservation Easement Agreement. Consideration shall be given to the manner in which such activity is to be undertaken to ensure there is no detrimental impact to the natural character of the land. In addition, the wildlife value of brush and dead trees to be removed shall be considered and weighed against the purpose of the request.

The above procedure shall not abrogate the requirement to acquire any permits required by local, state or federal law.

Before commencement of any site work in or near the CONSERVATION EASEMENT AREA, the Grantor shall mark the boundaries of the CONSERVATION EASEMENT AREA with metal stakes for installation of marker signs that will be provided by the City. Such stakes shall be located at the endpoints of the boundary and at each change of boundary direction. Marker signs may be installed on existing large trees if located in close proximity to the boundary of the easement area. Markers shall not be placed any higher than 6 feet off the ground.

### ACCEPTANCE OF EASEMENT

Acceptance of this Conservation Easement Agreement by the Grantee shall be evidenced by an affirmative vote of the City of Norwich in accordance with the City's Charter.

## IDENTIFICATION AND INSPECTION OF CONSERVATION EASEMENT AREA

The Grantor further covenants and agrees as follows:

1. The Grantor shall cause to be installed and maintained, merestones identifying the boundaries of the CONSERVATION EASEMENT AREA.
2. The Grantor hereby grants the Grantee the right to access the property for the purpose of maintaining markers identifying the boundaries of the CONSERVATION EASEMENT AREA.
3. The Grantor hereby grants the Grantee, upon reasonable notice, the right to have a representative of the City inspect the CONSERVATION EASEMENT AREA to determine if the Grantor, its successors and assigns, are complying with the covenants and purposes of this Agreement.
4. The Grantee may enforce this Agreement by proceeding in law or in equity, including but not limited to the right to require the restoration of the CONSERVATION EASEMENT AREA to the condition at the time of this Agreement. Any costs incurred by Grantee in enforcing the terms of this Agreement against any violator including without limitation, costs of suit and attorney's fees, shall be borne by the violator.

### FINDING OF VIOLATION

1. If the Grantor, the Grantor's agents, invitees or licensees have violated the terms of this Easement or Agreement, the Grantor agrees, among other things, to cease and desist upon demand from any activity violating the terms of this Conservation Easement Agreement, and further agrees to restore the CONSERVATION EASEMENT AREA as closely as possible to its natural state. Such restoration shall include but is not limited to:
  - a) replanting with trees, shrubs or other appropriate vegetation acceptable to the Grantee;
  - b) removal of any debris, trash, garbage, ashes, waste, rubbish, silt, unsightly or offensive material;
  - c) removal of any unauthorized buildings, signs, billboards or other advertising, or other structures on or above ground;
  - d) replacement and maintenance of erosion controls;

Restoration shall be at the expense of Grantor and in accordance with plans developed by a qualified professional such as a landscape architect and/or professional engineer, and approved by the Grantee or its successor.

2. If the Grantor is found to have violated this Conservation Easement Agreement, the Grantee, or its successor, may exercise its discretion in accordance with any applicable City Penalty Ordinance to levy a daily fine following notification to the Grantor of a Finding of Violation, such fines to accrue until full restoration has been achieved and certified by the appropriate City Agency.

The foregoing Conservation Easement Agreement shall be permanent and binding upon the Grantor and their heirs, successors and assigns and inure to the benefit of Grantee, its successors and assigns.

TO HAVE AND TO HOLD the above-granted rights, privilege or authority unto said Grantee, its successors and assigns forever, to its and their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, Sealed and Delivered  
In the Presence of:

Grantor:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

STATE OF CONNECTICUT )

COUNTY OF \_\_\_\_\_ )

ss. \_\_\_\_\_, 20\_\_

Personally appeared \_\_\_\_\_, signer of the foregoing instrument, and acknowledged the same to be his or her free act and deed, before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Grantor:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

STATE OF CONNECTICUT)

COUNTY OF \_\_\_\_\_ )

ss. \_\_\_\_\_, 20\_\_

Personally appeared \_\_\_\_\_, signer of the foregoing instrument, and  
acknowledged the same to be his or her free act and deed, before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

DRAFT



## SCHEDULE A TO CONSERVATION EASEMENT

Being that parcel of land situated in the City of Norwich, County of New London, State of Connecticut, as depicted on a plan entitled:

SUBDIVISION PLAN (R-20 DISTRICT) PREPARED FOR BALLARD BUILDERS, LLC, 9 SMITH AVENUE, NORWICH, CONNECTICUT, MARCH 2021, REV A – ADD STOCKPILE LOCATIONS – 4/9/21, REV B – PER CCP CONDITIONS OF APPROVAL – 4/21/21, Job I.D. No. 20-2921,

and being more particularly bounded and described as follows:

### PROPOSED CONSERVATION EASEMENT OVER A PORTION OF LOT #1

Beginning at a 3/4" rebar to be set in the southeasterly line of lands now or formerly of David J. Yacobucci known as 7 Smith Avenue and the northwesterly line of lands now or formerly of Ballard Builders LLC, as more particularly shown on the herein referenced survey plan,

Thence running S 35° 03' 15" W a distance of 143.50 feet ' to a 3/4" rebar to be set, said rebar being the westerly corner of the parcel herein described, said rebar further being located at the southerly corner of lands now or formerly of David J. Yacobucci,

Thence running S 56° 12' 53" E, a distance of 17.38' to a concrete monument,

Thence running S 56° 11' 59" E, a distance of 102.22' to a 1" iron pipe, said iron pipe being the southwesterly corner of the parcel herein described,

Thence running N 35° 40' 05" E, a distance of 85.28' to a 3/4" rebar to be set,

Thence running N 30° 11' 27" W, a distance of 132.80' to a 3/4" rebar to be set,

Said 3/4" rebar being the place and point of beginning;

Said conservation easement contains 13,755 S.F. more or less or 0.32 Acres more or less.

### PROPOSED CONSERVATION EASEMENT OVER A PORTION OF LOT #2

Beginning at a 3/4" rebar to be set in the northwesterly line of lands now or formerly of Elizabeth A. Rennie & Lisa E. Rennie known as 11 Pukallus Avenue and the southeasterly line of lands now or formerly of Ballard Builders LLC, as more particularly shown on the herein referenced survey plan,

Thence running S 35° 12' 34" W, a distance of 31.74' to a 1" iron pipe, said iron pipe being the northwesterly corner of lands now or formerly of Elizabeth A. Rennie and Lisa E. Rennie,

Thence running S 29° 55' 10" W, a distance of 10.00' to a merestone, said merestone being the southwesterly corner of the parcel herein described,

Thence running N 49° 29' 16" W, a distance of 122.03' to a 1" iron pipe, said iron pipe being the northwesterly corner of the parcel herein described,

Thence running N 35° 40' 05" E, a distance of 85.28' to a 3/4" rebar to be set,

Thence running S 30° 11' 19" E, a distance of 131.75' to a 3/4" rebar to be set,

Said 3/4" rebar being the place and point of beginning;

Said conservation easement contains 7,638 S.F. more or less or 0.18 Acres more or less.

DRAFT

Dated at Norwich, Connecticut this 8<sup>th</sup> day of June 2021.

ATTEST:

*Betsy M. Barrett*

Betsy M. Barrett  
City Clerk