

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by the Council of the City of Norwich at a meeting held on September 7, 2021, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich owns an undeveloped parcel of land located on North Thames Street identified as map 101, block 1, lot 31/1, acquired in 2007 by Quit Claim Deed from the State of Connecticut which had become the owner of the same in connection with a road relocation, the Quit Claim Deed reserving to the State of Connecticut, its successors and assigns, a full and perpetual easement to slope under, over and across portions of the land conveyed; and

WHEREAS, said parcel of land consists of 0.27 acres and due to its size, shape, and location has no or limited potential use as a standalone piece of property; and

WHEREAS, the abutting property owner at 28 North Thames Street has offered to purchase the property for \$17,000, which the city assessor considers to be a fair price for the property, and said abutting property owner agrees to merge this parcel with its abutting parcel; and

WHEREAS, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich to sell the property to the abutting owner for \$17,000 recognizing the fair market value of the property requires compliance with the provisions of Connecticut General Statute § 7-163e to include a public hearing with two notices by publication and a posting of sign on the property concerning the conduct of a public hearing prior to the sale.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that,

- 1) a public hearing be scheduled on this resolution to be held on September 7, 2021 and that City Manager John Salomone be and hereby is authorized to arrange through the city clerk for the publication of two notices required at intervals of not less than two days, the first not more than fifteen days or less than ten days and the last not less than two days before the date set for such public hearing, and through the Department of Public Works for the posting of a sign conspicuously set on the real property that is the subject of the public hearing providing information relative to the public hearing including the date, time, and location of the same; and
- 2) the council shall defer further action on this resolution until completion of said public hearing; and
- 3) following the completion of the public hearing the council may further act on this resolution as it deems appropriate and, by adopting the same without substantial amendment, shall authorize and direct City Manager John Salomone to accept on behalf of the City of Norwich the offer of \$17,000 with the merger of this parcel with the abutting property and arrange to convey the same to the proposed purchaser, DI Enterprises, LLC, for \$17,000 by quit claim deed and to execute such deed and such other documents, agreements, memorandums of understanding, and correspondence as may be necessary to convey the property and complete the proposed transaction.

Dated at Norwich, Connecticut this 9th day of September 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 September 7, 2021, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by resolution adopted March 16, 2020, authorized the conveyance of what is referred to as the Water Department Building located at 18 Falls Avenue to Mary-Anna Holdings, LLC; and

WHEREAS, said property was conveyed to Mary-Anna Holdings, LLC on June 29, 2020 by a deed recorded at volume 3185 page 143; and

WHEREAS, by a deed recorded on March 29, 2021 at volume 3241 page 300 Mary-Anna Holdings, LLC combined 18 Falls Avenue with adjoining property known as 28 Falls Avenue into one single parcel; and

WHEREAS, Mary-Anna Holdings LLC as owner of the property now identified as 28 Falls Avenue (aka 18 and 28 Falls Avenue) filed applications SP#21-01 and CAM#21-02 with the Commission on the City Plan requesting a Special Permit to make substantial improvements to the Building which is located in a FEMA designated Special Flood Hazard Area to convert the same for retail sales and the service of boats; and

WHEREAS, its proposed exterior improvements included the installation of two concrete ramps, a proposed gravel parking lot, two handicapped parking spaces, a concrete walkway, guardrails and a dumpster pad with dumpster; and

WHEREAS, the Commission on the City Plan at its June 15, 2021 meeting approved SP#21-01 with conditions including:

1. That the paved handicapped parking spaces in the larger gravel parking area located to the north of the building be built out as part of this approval; and
2. That the applicant cooperate with the Public Works Department in the installation of proposed improvements on the small existing parking area on the city's property located to the south of the Building and
3. That documents for the proposed Parking and Access Agreement and Temporary Construction and Maintenance Easement be submitted to the City for approval for review and comment by the city attorney and Director of Public Works and
4. Noting that the City Council may need to approve any easement prior to the filing of mylars and legal documents; and

WHEREAS, Mary-Anna Holdings LLC; has submitted the attached proposed Temporary Construction and Maintenance Easement; and has agreed to revise its plan to minimize any disturbance to the existing public access area on property owned by the City located to the south of the Building but requests this Easement also include language for a perpetual, non-exclusive easement over this area for access to the Building and property;

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 enter into an approved a Construction and Maintenance Agreement which may include a perpetual, non-exclusive easement over the existing easement area or make other arrangements regarding access to the Building providing either approach is satisfactory to him, the Corporation Counsel, and the Director of Public Works.

EXHIBIT A

Please return to:
Mary-Anna Holdings, LLC
14 Falls Avenue
Norwich, CT 06360

TEMPORARY CONSTRUCTION AND MAINTENANCE EASEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT THE CITY OF NORWICH, a municipal corporation, having its territorial limits in the City of Norwich, County of New London and State of Connecticut (hereafter referred to as the "Grantor") for consideration of One (\$1.00) Dollar and other good and valuable consideration, received to its full satisfaction of MARY-ANNA HOLDINGS, LLC, a Connecticut limited liability company having office and place of business located in the City of Norwich, County of New London and State of Connecticut (hereafter referred to as the "Grantee"), does, for itself and its successors and assigns, hereby remise, release, convey, sell and transfer by these presents to the Grantee the following Easement:

A Temporary Construction Easement (the "Temporary Construction Easement") located on the Grantor's lands as shown as "Proposed Temporary Construction and Maintenance Easement to be Acquired in favor of Mary-Anna Holdings, LLC (4,955 SF+/- or 0.11 Acre+/-)" on a plan entitled "GENERAL LOCATION SURVEY PLAN DEPICTING PROPOSED PARKING PREPARED FOR MARY-ANNA HOLDINGS, LLC 28 FALLS AVENUE NORWICH, CONNECTICUT SCALE 1"=20' DATE: APRIL 2021 JOB NO: C1013 SHEET NO: 1 OF 2 REVISION 1: 5/18/21 – MISC DESIGN CHANGES PER REVIEW COMMENTS REVISION 2: 5/24/21 – UTILITIES IN FALLS AVENUE PER NPU REVISION 3: 6/14/21 – REVISED TO ADDRESS REVIEW COMMENTS REVISION 4: 7/7/21 – REVISED TO ADDRESS CONDITIONS OF APPROVAL" PREPARED BY DGT ASSOCIATES 148 ROUTE 2 PRESTON, CONNECTICUT 06365 (860) 889-1999 SUSAN F. MATTERN, PLS 15157, which plan is recorded in the Norwich Land Records (the "Easement Area"), for the benefit of Grantee's adjacent real property located at 28 Falls Avenue as shown on said Plan (the "Benefitted Parcel") in order to facilitate the Grantee's construction and renovation of improvements on the Benefitted Parcel (the "Project"). The Easement Area is more particularly bounded and described on Schedule A attached hereto and made a part hereof.

It is specifically agreed and acknowledged by the parties that no permanent structures or improvements related to the Project, shall be installed on any portion of the Easement Area.

This Temporary Construction Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1) The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Easement Area and for Grantee's use to do all things reasonably necessary to construct and install the Project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles. Upon expiration of the Temporary Construction Easement, the Grantee, at its sole cost and expense, shall restore the Easement Area to substantially the same condition it was in prior to Grantee's use. Grantee shall not leave any rubbish or debris on or about the Easement Area.

EXHIBIT A

2) The term of this Agreement shall begin upon the date of mutual execution hereof and shall expire (a) on the second anniversary of the date of mutual execution of this Easement or (b) upon completion of the Project, whichever event shall first occur. Provided, however, that the Grantee shall have a perpetual easement over the Easement Area to maintain, repair and replace improvements on the Benefitted Parcel (the "Maintenance Easement"), on the same terms and conditions as set forth herein.

3) Upon termination of this Agreement, all covenants in this instrument are released (other than Grantee's restoration obligations, Grantee's rights in and to the Maintenance Easement set forth in Paragraph 2, above, and Grantee's and Grantor's indemnification obligations set forth herein, and the cost recovery provision set forth in Paragraph 14, below, all of which shall survive the expiration or termination of this Agreement) and the Easement Area shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this Agreement.

4) The Temporary Construction Easement shall allow the Grantee, and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns, to use the Easement Area during the construction of the Project. Grantee shall use the Easement Area solely for the purposes necessary and incident to completion of the Project and for no other purpose. In no event may any use of the Easement Area by the Grantee, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and/or assigns, violate any applicable law, rule or regulation relating to the Easement Area, or materially impact Grantor's normal use of its adjacent property. Specifically, but in way in limitation of the foregoing, the Grantee acknowledges that the Grantor, for itself and its agents, employees, licensees, invitees and tenants, shall retain all rights of access over the existing roads located on the Easement Area, and Grantee agrees to keep all such areas free and clear of materials, equipment and debris at all times during the duration of this temporary easement.

5) The Grantee shall indemnify and hold the Grantor harmless against any claim of liability or loss from personal injury or property damage, including, but not limited to, costs of environmental remediation, resulting from or arising out of or related to the completion of the Project by the Grantee, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor or its employees, contractors or agents. The Grantor shall indemnify and hold the Grantee harmless against any claim of liability or loss from personal injury or property damages to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor or its employees, contractors or agents.

6) Grantee shall ensure that any and all contractors, engineers, employees or others who perform any work in connection with the Project upon the Temporary Construction Easement shall have adequate liability and workers' compensation insurance and shall ensure that all payments are made in such a manner as to prevent the filing of any mechanics' or materialmen's liens against the Grantor's property, and shall indemnify and hold harmless Grantor, its successors and assigns, against any losses claims or damages, in the event of the filing of any mechanic's liens arising from construction of the Project.

7) Grantor covenants and agrees that it is the fee owner of the Easement Area and that it has the

EXHIBIT A

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this ____ day of September 2021.

GRANTOR:
CITY OF NORWICH

By: _____
John L. Salomone
Its City Manager, duly authorized

Signed, sealed and delivered in the presence of:

Witness

Witness

STATE OF CONNECTICUT

ss: Norwich

COUNTY OF NEW LONDON

On this ____ day of September 2021, before me, the undersigned officer, personally appeared John L. Salomone, City Manager of the City of Norwich, who acknowledged himself to be the person whose name is subscribed to the within instrument and acknowledged that he, being duly authorized to do so, executed the same for the purposes therein contained as said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Commissioner of the Superior Court
Notary Public-Seal Required
My Commission Expires

EXHIBIT A

IN WITNESS WHEREOF, the Grantee has hereunto set its hand and seal this ____ day of September 2021.

GRANTEE:
MARY-ANNA HOLDINGS, LLC

By: _____
Richard A. Thayer, Jr.
Its Member, duly authorized

Signed, sealed and delivered in the presence of:

Witness

Witness

STATE OF CONNECTICUT

ss: Norwich

COUNTY OF NEW LONDON

On this ____ day of September 2021, before me, the undersigned officer, personally appeared Richard A. Thayer, Jr., Member of Mary-Anna Holdings, LLC, who acknowledged himself to be the person whose name is subscribed to the within instrument and acknowledged that he, being duly authorized to do so, executed the same for the purposes therein contained as said Grantee's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Commissioner of the Superior Court
Notary Public-Seal Required
My Commission Expires

EXHIBIT A

SCHEDULE A

A certain piece or parcel of land situate off the southwesterly side of Falls Avenue in the City of Norwich, County of New London and State of Connecticut is more particularly described as follows:

Beginning at a point, being the southeasterly corner of land now or formerly Mary-Anna Holdings, LLC, also known as Lot 64 (formerly known as 18 Falls Avenue) and the westerly corner of the herein described parcel,

Thence proceeding N 41°51'38" W a distance of 122.74 feet to a point, the last described course being bound northwesterly by said land of Mary-Anna Holdings, LLC,

Thence proceeding N 48°27'50" E a distance of 25.50 feet to a point,

Thence proceeding S 35°51'08" E a distance of 173.32 feet to a point,

Thence proceeding S 49°35'38" W a distance of 51.88 feet to a point,

Thence proceeding N 38°28'11" W a distance of 48.54 feet to a point in the southerly property line of said land of Mary-Anna Holdings, LLC,

Thence proceeding N 48°08'22" E a distance of 41.61 feet to the point and place of beginning. The last described course being bound northerly by said land of Mary-Anna Holdings, LLC.

Containing 4,955 square feet or 0.11 acre of land, more or less.

Being shown as "PROPOSED PARKING AND ACCESS EASEMENT AND TEMPORARY CONTRUCTION AND MAINTENANCE EASEMENT TO BE ACQUIRED IN FAVOR OF MARY-ANNA HOLDINGS, LLC" on a plan entitled, "GENERAL LOCATION SURVEY PLAN DEPICTING PROPOSED PARKING PREPARED FOR MARY-ANNA HOLDINGS, LLC 28 FALLS AVENUE NORWICH, CONNECTICUT SCALE: 1"=20' DATE: APRIL 2021 JOB NO: C1013 SHEET NO: 1 OF 2" REVISION 1: 5/18/21 – MISC DESIGN CHANGES PER REVIEW COMMENTS REVISION 2: 5/24/21 – UTILITIES IN FALLS AVENUE PER NPU REVISION 3: 6/14/21 – REVISED TO ADDRESS REVIEW COMMENTS REVISION 4: 7/7/21 – REVISED TO ADDRESS CONDITIONS OF APPROVAL", PREPARED BY DGT ASSOCIATES 148 ROUTE 2 PRESTON, CONNECTICUT 06365 (860)889-1999 SUSAN F. MATTERN, PLS 15157.

Dated at Norwich, Connecticut this 9th day of September 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 September 7, 2021, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich has received an analysis of the Fire/EMS Services provided in the City of Norwich prepared by the McGrath Consulting Group, Inc., with emphasis on the services provided by the City of Norwich Fire Department and the five (5) volunteer fire departments; and

WHEREAS, the report makes recommendations with respect to all of the six (6) fire departments with a goal of supporting and improving services provided by the departments; and

WHEREAS, the report also recommends the establishment of a position of a fire commissioner which position will not be established this year for budgetary reasons and may in the future be subject to budgetary issues; and

WHEREAS, the Council finds that the services provided by the fire departments in the City of Norwich are supported and improved by regular meetings among the chiefs of the fire departments.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is directed to arrange monthly meetings to include himself, the chiefs of the six (6) fire departments or their designees, and such other persons as he believes would be helpful to such meetings. Cancellation of meetings will be expeditiously reported to the Public Safety Committee via email by the City Manager stating the reason for cancellation. That notice will be considered complying with the directions in this resolution. It is recommended that elected officials not participate in these meetings in order to facilitate open discussions regarding fire service-related matters.

BE IT ALSO RESOLVED, the goals will be implementing changes in the fire service described in the McGrath Consulting Group, Inc. analysis to provide the fastest, safest, and most efficient delivery of services. Initial goals will be to implement changes to the dispatch and radio issues identified previously. Subsequent priority items will be identified by the City Manager and/or the Public Safety Committee. Monthly reports shall be provided to the City Council by the City Manager regarding meetings held, agenda items discussed, and action plans developed in the implementation of the above stated goal and future priorities.

Dated at Norwich, Connecticut this 9th day of September 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 September 7, 2021, and that the same has not been amended or rescinded:

WHEREAS, under the American Rescue Plan funds have been and are to be delivered next year from the federal government to state, local, territorial, and tribal governments to respond to the COVID-19 emergency and to bring back jobs and funding objectives; and

WHEREAS, these funds must be obligated by December 31, 2024 and can be used to cover costs associated with:

- Responding to the negative impacts of the COVID pandemic, including assistance to households, small businesses and non-profits as well as aide to affected industries such as tourism, travel, and hospitality;
- Providing government services previously cut due to pandemic-related revenue shortfalls; and
- Making needed investments in water, sewer, or broadband infrastructure; and

WHEREAS, in 2021 the City of Norwich received the sum of \$14,419,364.22 in connection with first year of the program and anticipates receiving a similar sum in the second year of the program; and

WHEREAS, the Council of the City of Norwich finds that the following initiatives are consistent with the plan objectives of the American Rescue Plan; can be obligated within the time allotted; are within the uses permitted under the appropriate categories of the American Rescue Plan; and that it will be in the best interest of the City of Norwich to appropriate funds as estimated and listed herein by project from the 2021 allocation provided to the City of Norwich:

1) Uncas Leap Heritage Park **\$1,000,000**
(Can come Back next round for remaining funding once RFP/RFQ are done)

Funding for Design and Installation of Site Amenities to Complete the Master Plan Concept including:

- Completion of the granite mill ruin
- Interpretive signage & timeline exhibit
- Plaza, fencing, lighting, benches & flagpoles
- Restroom facility
- Trails & landscaping improvement

2) Browning Road Water Main Extension **\$800,000**

Water Infrastructure Improvement

3) Norwich Human Services **\$2,230,000**

To be used for:

- Basic need support to Norwich families to include rent mortgage and utility assistance
- Health improvements to disenfranchised neighborhoods
- Mental health system improvements from the effect of COVID
- Employment support – apprenticeships & job training
- Recreation assistance – Armstrong tennis courts, Jenkins Park improvements, Greeneville playground & splashpad

As proposed the sum is to be allocated as follows:

- \$480,000 to Recreation Department
- \$889,000 basic need support to Norwich families
- \$175,000 employment support
- \$186,000 staffing needs
- \$250,000 health improvements to disenfranchised neighborhoods
- \$250,000 mental health system improvements

4) Norwich Community Development Corporation **\$2,000,000**

To support code correction & Vanilla box program recognizing that:

- Code correction will reduce the risks associated with renovating long-term vacant spaces
- By design, the Vanilla box program will help building owners improve space that is not tenant ready creating habitable spaces of particular uses
- Will enable building owners to apply for funds to fix buildings creating a positive return on investment and encourage businesses to occupy space in the downtown area.
- A \$300,000 limit on any allocation of fund for any project.
- \$400,000 allocated to Small Businesses (10 or less employees), Micro Enterprises (5 or less employees), and Home-based Businesses.

5) Arts & Culture **\$500,000**

Through a Partnership with Southeastern CT Cultural Coalition

- Utilize the arts & cultural assets to provide positive economic impact for the City of Norwich to include:
- Developing arts & culture-based beautification projects
- Coordinate and promote arts, culture, history and heritage events and activities
- Manager perception of Norwich

6) Rehabilitate City Acquired Property to livable or useable condition prior to sale **\$1,200,000**

- Provide economic stabilization for Norwich households and local businesses
- Facilitate the entering into of a partnership with an appropriate entity(ies) for Habitat & Community Development

Request the City Manager to apply the following criteria with Habitat for Humanity:

- Houses go to families residing in Norwich.
- 40% of work given to local contractors.
- 20% of work given to minority contractors

7) Norwich Police Department **\$300,000**

- To be used for law enforcement including reducing gun violence.

8) Otis Library **\$50,000**

To expand services.

9) Planning and Neighborhood Services Department **\$89,000**

To hire an Assistant Zoning & Blight Enforcement Officer

10) Community Development neighborhood revitalization programs \$500,000

- Engage established Neighborhood Revitalization Groups to determine priority of neighborhoods.
- Host meeting with various neighborhoods to determine needs of area.
- Focus on the beautification and upgrading of infrastructure in neighborhoods.

11) Uncas Health District \$150,000

- Focus on the health and safety of residents of the City of Norwich during COVID-19 Pandemic.
- Supporting Public Health of the City of Norwich.

12) Recreation Department: Schools Serving as Community Centers \$800,000

- Focus on lost recreational and mental health opportunities for the youth during pandemic.
- Expanding recreational program needs for the community.
- Expand available space for non-profit organizations and vendors to partner and provide opportunities for families.
- \$85,000 for 2-3 program assistants.

13) Mohegan Park Improvements \$200,000

- \$120,000 for playground (Toddler playground)
- \$50,000 for fitness park equipment
- \$30,000 expanding disc golf course

14) Audio Visual Upgrade in City Council Chamber/ Room 335 \$300,000

- Improve meeting accessibility for the public
- Modernize methods for boards, commissions, and committees may meet and engage public.

Total Appropriation \$10,219,000

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that, the appropriation and use of funds described herein by estimated dollar amount and purpose, are found to be consistent with planning objectives of the American Rescue Plan and, when expended as described herein and for purposes listed, will be in the best interest of the City of Norwich whereby said appropriation and expenditures for the purposes listed having so been found, are approved by the Council of the City of Norwich with the provision that they be obligated by December 31, 2024 and that quarterly reports on project/ program progress be submitted to the City Council.

Dated at Norwich, Connecticut this 9th day of September 2021.

ATTEST:



Betsy M. Barrett
City Clerk