

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by the Council of the City of Norwich at a meeting held on October 18, 2021, and that the same has not been amended or rescinded:

Relative to enter into an agreement with the Connecticut Department of Emergency Services and Public Protection for facilities upgrades to the Occum Fire Department.

WHEREAS, the City of Norwich has been awarded a grant in the sum of \$100,000.00 from the Connecticut, Department of Emergency Services and Public Protection (DESPP) to be used for facilities upgrades to the Occum Fire Department (the "Project"); and

WHEREAS, the City of Norwich will be required to enter into an Agreement by and between it and DESPP, a copy of which is attached hereto as Exhibit A, which Agreement sets out terms and conditions applicable to the grant funding provided to the City of Norwich.

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, execute, and deliver said Agreement, to make non-material modifications to the same, and to provide or arrange for the provision such other documents, communications or reports as are necessary in the performance of the Project under the terms and conditions of the Agreement.

AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT,
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION,
AND
THE CITY OF NORWICH

WHEREAS, the Connecticut Legislature authorized funding for the fiscal year ending June 30, 2022, for fire department support;

WHEREAS, the Connecticut Legislature authorized \$100,000 for the Occum Fire Department for facility upgrades;

WHEREAS, the State of Connecticut, Department of Emergency Services and Public Protection, hereinafter referred to as the "Grantor," has been charged with allocating funds to municipalities for fire department support;

WHEREAS, the Occum Fire Department, through the City of Norwich, hereinafter referred to as the "Grantee," is charged with serving the City of Norwich with fire suppression, rescue, and emergency medical services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the parties agree as follows:

1. The Grantor hereby authorizes a grant for the following:

Grant-in-aid to the Grantee for facility upgrades for the Occum Fire Department in the **Total Project Cost of \$ 100,000.**

2. **Effective Date/Period of Performance.** This MOU shall be effective when executed by both parties and approved by the Office of the Attorney General.
3. **Authority to Enter Agreement.** This agreement is entered into by the Grantor pursuant to Connecticut General Statutes §§ 4-8 and 4-66g.
4. **Duration of Agreement.** This MOU remains in full force and effect for the entire term of the MOU unless terminated by the Grantor as provided in the termination provision of this MOU.
5. **Inspections and Examinations.** The Grantee agrees that representatives of the Grantor may conduct inspections and examine such records and documents as they deem necessary to validate payment requests or compliance with this agreement at any reasonable time. The Grantee shall maintain all records pertaining to this project for a period of not less than five (5) years.
6. **Payment Schedule.** The Grantor agrees to pay the Grantee for the direct cost of the eligible expenses. State funds are disbursed only for allowable expenditures incurred between the start and end dates of the contract. The Grantee may submit up to two (2) Payment Requests. Final payment will be made after documentation of the total project costs.
7. The Grantee may submit up to two (2) payment requests in increments of 25% of the total project cost or greater. Payments shall be processed subject to review and approval by the Grantor,

contingent upon receipt of detailed invoices with supportive documentation. The final payment will be made after documentation of the total project costs is submitted.

8. **Required Certifications.** The Grantee must certify in writing that requests for payment are for work begun on or after the effective date of this agreement as defined in paragraph 2.
9. The Grantee agrees to utilize the grant funds subject to the conditions set forth herein and submit a request for final payment prior to two years from the effective date of this agreement as defined in paragraph 2. The State makes no guarantees on the availability of any unused portion of these funds if the Town does not meet this deadline.
10. The Grantee acknowledges that any and all additional work not specifically authorized in writing by the Grantor will be the exclusive responsibility of the Grantee. The Grantee further acknowledges that any and all work in excess of the not to exceed amount set forth herein shall be the exclusive responsibility of the Grantee.
11. The Grantee represents and warrants to the Grantor that it has duly authorized the execution and delivery of this Agreement and the obligations assumed by it hereunder; that the Grantee will comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations under and pursuant to this Agreement; that the execution, delivery and performance of this Agreement by Grantee will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or agency; or (iii) any indenture, agreement, document or other instrument to which it is a party or may be bound.
12. **Executive Orders:** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971 concerning labor employment practices, Executive Order No. Fourteen of Governor M. Jodi Rell, promulgated April 17, 2006, concerning cleaning and sanitizing products, Executive Order No Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, and Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings are made a part of and are attached to this agreement as Attachment A.
13. **Audits.** The Grantee shall, at its expense, provide for an audit acceptable to the Grantor, in accordance with the provisions of § 7-396 (a), and the State Single Audit Act as outlined in §§ 4-230 through 4-236 of the Connecticut General Statutes.
14. Payment of the State Grant shall only be in accordance with the specific language of C.G.S. Sec 4-66g and with the approval of the Grantor.
15. **State Liability.** The State of Connecticut assumes no liability for payment under the terms of this contract until the Grantee is notified by the Grantor that this contract has been approved and executed by the Department of Emergency Services and Public Protection and by the Office of the Attorney General of the State of Connecticut.
16. **Grantee Liability.** The Grantee shall indemnify and hold harmless the State of Connecticut, the State of Connecticut, Department of Emergency Services and Public Protection, its officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the Grantee or any of its officers, representatives, agents, servants, consultants, employees or other persons or entities with whom the Grantee is in privity of oral or written contract; (ii) liabilities arising directly or indirectly in connection with this Agreement out of the

acts of the Grantee; and (iii) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.

17. **Insurance.** The Grantee agrees that while performing services specified in this agreement that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.
18. **Choice of Law/Choice of Forum.** The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut.
19. **Termination.** The Grantor may terminate this Agreement in whole or in part whenever for any reason the Grantor determines that such termination is in the best interest of the Grantor or the State of Connecticut. In the event that the Grantor elects to terminate this Agreement, the Grantor shall notify the Grantee by certified mail, return receipt requested. Termination shall be effective as of the close of business specified in the notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

GRANTEE: The City of Norwich

By:

Municipal CEO
The City of Norwich
Duly Authorized

Date

GRANTOR: Department of Emergency Services and Public Protection

By:

James C. Rovella
Commissioner of Department of Emergency Services and Public Protection
Duly Authorized

Approved as to form.
William Tong, Attorney General

By: _____
Associate Attorney General

Date: _____

Dated at Norwich, Connecticut this 20th day of October 2021.

ATTEST:

Betsy M. Barrett

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 October 18, 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 aid 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, on September 7, 2021, approved expenditure of American Rescue Plan funds in the total amount of \$11,019,000 for various initiatives; and

WHEREAS, the Council of the City of Norwich finds that the following project is consistent with the plan objectives of the American Rescue Plan; can be obligated within the time allotted; will promote 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 an additional \$120,000 to the Norwich Recreation Department, who will work with the Norwich Youth Football League to renovation of the lighting at Jennings Field; and

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the \$120,000 be appropriated from American Rescue Plan funds to the Norwich Recreation Department for the renovation of lighting, and related expenses, at Jennings Field, that will be in the best interest of the City of Norwich whereby said appropriation and expenditure for the purpose listed having so been found, are approved by the Council of the City of Norwich with the provision that these funds be obligated by December 31, 2024 and that quarterly reports on project and its progress be submitted to the City Council, and that any remaining funds be returned to the city for reallocation.

Dated at Norwich, Connecticut this 20th day of October 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 October 18, 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, as of September 22, 2021, has approved expenditures of American Rescue Plan funds in the total amount of \$11,019,000 for various initiatives; and

WHEREAS, since 2018 Global City Norwich has been a major component to the multi-cultural growth and revitalization of downtown Norwich; bring festivals, vendors, new business, and the recognition of many cultures in the City of Norwich; funded by grants thru Chelsea Groton Bank; and

WHEREAS, the Council of the City of Norwich finds that the following initiative is consistent with the plan objectives of the American Rescue Plan; can be obligated within the time allotted; will promote 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 the amount of \$150,000 to the Global City Norwich Initiative, with \$50,000 being allocated for the 2022, 2023, 2024 fiscal year; and

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the \$150,000 be appropriated from American Rescue Plan funds to the Global City Norwich Initiative (administered by Norwich Community Development Corporation), that it will be in the best interest of the City of Norwich whereby said appropriation and expenditure for the purpose listed having so been found, are approved by the Council of the City of Norwich with the provision that these funds be obligated by December 31, 2024 and that quarterly reports on project, program, and progress be submitted to the City Council.

Dated at Norwich, Connecticut this 20th day of October 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 October 18, 2021, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich, pursuant to Connecticut General Statute § 17b-126 and its predecessor statute § 17-291, has filed welfare liens on properties owned by persons who applied for or received aid or support from Norwich or the legally liable relatives of such persons receiving aid or support from Norwich under various sections of the Connecticut General Statutes; and

WHEREAS, the State of Connecticut previously followed a similar procedure with respect to assistance provided by the state; and

WHEREAS, in 2021 state legislature adopted Public Act 21-3 signed by Governor Lamont on March 4, 2021 to be effective July 1, 2021, said Public Act providing in part that on or after July 1, 2021, the state shall not recover cash assistance or medical assistance from a lien filed on any real property, unless the state is required to recover such assistance under federal law. This Act also provides that any certificate of lien filed by the state pursuant to § 17b-79 of the General Statutes prior to July 1, 2021 shall be deemed released by the state if the recovery of such assistance is not required under federal law; and

WHEREAS, C.G.S. § 17b-125 provide that a lien placed against real property by the town to secure disbursement may be released in whole or in part if such release is determined to be necessary or beneficial to the town and voted upon by the town by the town's legislative body at a meeting; and

WHEREAS, the Norwich Department of Human Services has determined that there are a number of city welfare liens still of record and it is doubtful that the same can be collected whereby it recommends that the Council of the City of Norwich follow the process of releasing such liens initiated by the state legislature; and

WHEREAS, it is found by the Council of the City of Norwich that it is unlikely that any recovery of disbursements made can be had with respect to the liens described herein, and that it is beneficial to the City of Norwich to follow the practice of the state and release said liens provided a payment is not required to the City of Norwich pursuant to federal law.

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 execute releases with respect to all voluntary or involuntary welfare liens placed on properties in the City of Norwich as recommended to him by the Director of the Department of Human Services and to arrange for said releases to be recorded on the Norwich land records, provided reimbursement to the city is not required under federal law.

Dated at Norwich, Connecticut this 20th day of October 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 October 18, 2021, and that the same has not been amended or rescinded:

WHEREAS, Ordinance 1740, adopted January 17, 2017, Amended Section 14-11.1 of the Norwich Code of Ordinances to permit the Council by resolution to increase or decrease the permit fee for the use of the group picnic area or lakeside pavilion in Mohegan Park to reflect any increase or decrease in the operating expenses for the group picnic area or lakeside pavilion; and

WHEREAS, the current fee for such use is \$200; and

WHEREAS, the operating expenses for the group picnic area and lakeside pavilion have increased and a permit fee increase is necessary to defray the operating expenses.

NOW THEREFORE BE IT RESOLVED, by the Council for the City of Norwich that the permit fee for the use of the group picnic area or lakeside pavilion be increased from \$200 to \$225, said increase to take effect on January 1, 2022.

Dated at Norwich, Connecticut this 20th day of October 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 October 18, 2021, and that the same has not been amended or rescinded:

WHEREAS, the Council is scheduled to meet regularly on the first Monday of each month at 7:30 p.m.; and

WHEREAS, November 1, 2021 is the first Monday in November with a regular meeting of the Council of the City of Norwich scheduled to take place at 7:30 p.m.; and

WHEREAS, the municipal elections will take place on Tuesday, November 2, 2021 and the Council anticipates that there will be no or a limited number of items to be placed on the agenda of the November 1, 2021 regular council meeting, and specifically finds at this time there are no items which need to be introduced or acted upon at such meeting.

NOW THEREFORE BE IT RESOLVED, by the Council for the City of Norwich that the council meeting currently scheduled for November 1, 2021 at 7:30 p.m. be cancelled, with any matters which might otherwise have been taken up at such meeting be placed on the agenda for the November 15, 2021 council meeting.

Dated at Norwich, Connecticut this 20th day of October 2021.

ATTEST:



Betsy M. Barrett
City Clerk