

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by the Council of the City of Norwich at a meeting held on July 5, 2022, and that the same has not been amended or rescinded:

**RESOLUTION**

**WHEREAS**, the property owners listed below want to participate in a cost sharing program with the City of Norwich to construct concrete sidewalks along their property; and

**WHEREAS**, the City of Norwich wants to improve sidewalks throughout the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that: granite curbing and concrete sidewalks will be constructed at the following locations where the property owners will pay for an assessment for the cost of the sidewalks and the City of Norwich will pay for the cost of the curbing and miscellaneous items.

<b>Name</b>	<b>Address</b>	<b>Estimate</b>
Dallas Miller	61 Williams Street	\$6,702.84
George and Colleen Hardison	308 Boswell Avenue	\$4,525.00
Heather and Paul McKinney	21 Oak Street	\$3,704.40
Regan Miner	2 Town Street	\$14,534.42

**BE IT FURTHER RESOLVED** that the cost of this project be funded from the existing capital budget line item for sidewalks, Capital Improvement Fund #3602 and the Sidewalk Fund, #2858.

The estimated city's cost for curbing and miscellaneous construction items is \$ 16,218.00

Dated at Norwich, Connecticut this 7<sup>th</sup> day of June 2022.

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by the Council of the City of Norwich at a meeting held on July 5, 2022, and that the same has not been amended or rescinded:

**WHEREAS**, the City of Norwich and the Lamar Company of Connecticut, LLC now doing business as Lamar Central Outdoor, LLC ("Lamar") entered into a Transit Shelter Agreement to run through September 30, 2022; and

**WHEREAS**, the Agreement called for Lamar to propose transit shelter locations for the city's approval and install not less than ten (10) transit shelters at mutually agreeable locations using a transit shelter package acceptable to the city for each shelter and to maintain such shelters; and

**WHEREAS**, the transit shelters remain the sole property of Lamar and, with certain exceptions, were not to be removed during the term of the Agreement or any renewal without the written consent of the city; and

**WHEREAS**, Lamar seeks to terminate the Agreement early and to convey ownership of all of its transit shelters which are subject to the terms of the Agreement in "as is" condition to the City of Norwich; and

**WHEREAS**, Lamar is otherwise obligated to remove the transit shelters upon termination of the Agreement; and

**WHEREAS**, Exhibit A attached hereto as a draft of a Mutual Release and Termination Agreement as proposed; and

**WHEREAS**, if the City of Norwich accepts ownership of the transit shelter it will seek a new operator in the advertising business to operate the transit shelters; and

**WHEREAS**, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich to terminate the Agreement with Lamar early and to become the owner of the transit shelters;

**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 negotiate a Mutual Release and Termination Agreement satisfactory to him, making such changes to the Mutual Release and Termination Agreement as he may think necessary, to execute said Mutual Release and Termination Agreement, to deliver a fully executed copy to Lamar and to deliver and receive such other documents, letters, or other communications as are necessary to complete this transaction.

## EXHIBIT A

### MUTUAL RELEASE AND TERMINATION AGREEMENT

**THIS MUTUAL RELEASE AND TERMINATION AGREEMENT** (this “**Release**”) is made and entered into as of July 31, 2022 (the “**Effective Date**”) by and among Lamar Central Outdoor, LLC (“**Lamar**”) and The City of Norwich, CT. Lamar and The City of Norwich are sometimes collectively referred to as the “**Parties**” and each, a “**Party**.”

#### RECITALS

**WHEREAS**, pursuant to a Contract dated August 30, 2002 and Transit Shelter Agreement Addendum dated September 20, 2017 (the “**Contract**”) by and between The City of Norwich and Lamar, the Parties are engaged in a business arrangement whereby The City of Norwich has granted to Lamar the right to place advertising on Bus Shelter assets in exchange for Lamar’s servicing of said Shelters to the community of Norwich;

**WHEREAS**, the term of the Contract will soon expire but the Parties continue to engage in the foregoing business arrangement on substantially the same terms and conditions as set forth in the Contract (the “**Business Arrangement**”);

**WHEREAS**, The City of Norwich desires to take its advertising program and Lamar is willing to allow for this; and

**WHEREAS**, in furtherance thereof, the Parties mutually desire and agree to terminate the Business Arrangement and grant each other full, final and complete releases, in each case subject to the terms, provisions and conditions contained herein.

#### WITSESSETH

**NOW, THEREFORE**, in consideration of the above recitals, the terms, provisions and conditions hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and for their mutual reliance, the Parties do hereby agree to enter into this Release, as follows:

**1. Termination of Business Arrangement.** The Parties hereby mutually terminate the Business Arrangement effective as of the Effective Date. Except as otherwise expressly provided herein, from and after the Effective Date, neither Lamar nor The City of Norwich shall have any further obligation to each other, of whatever nature or kind, by reason of any understanding(s), undertaking(s) or agreement(s) that may exist between the Parties arising under the Contract, the Business Arrangement or otherwise.

**2. Lamar Obligations.** In conjunction with the termination of the Business Arrangement:

A. Lamar hereby assigns, transfers, delivers and conveys to The City of Norwich the Bus Shelter Assets set forth on Schedule 1 attached hereto (the “**Bus Shelter Assets**”); provided that such assignment is without any representation or warranty, except that Lamar is not in default under any of the terms & conditions.

**3. The City of Norwich Obligations.** In conjunction with the termination of the Business Arrangement, The City of Norwich hereby accepts the assignments, transfers, deliveries and conveyances of the Bus Shelter Assets in Section 2 hereof, under the terms, provisions and conditions of Section 2

## EXHIBIT A

hereof, and agrees to discharge as and when due the liabilities and obligations of Lamar arising under the Bus Shelter Assets.

**4. Indemnification.** Notwithstanding Section 6 of this Release, The City of Norwich hereby agrees to indemnify, defend and hold harmless, Lamar from any and all claims, demands, actions and causes of action for damages, general and/or special and/or punitive, attorneys' fees, costs, expenses and/or interest, and/or any other remedies and/or forms of recovery, whatsoever, past, present and/or future, which may be claimed, asserted, demanded or brought against Lamar by parties to the Bus Shelter Assets or any successors, transferees, assigns, heirs, executors, administrators of each, which, in any way, arise from, or relate to, any event(s), action(s) or inaction(s) that may occur after the Effective Date and which relate to the Bus Shelter Assets.

**5. No Disputes.** The City of Norwich hereby acknowledges and agrees that no disputes currently exist between the Parties with respect to the Business Arrangement or otherwise, and hereby further acknowledges and agrees that Lamar is not in default, material or immaterial, of any obligation arising from, under or related to the Contract, the Business Arrangement or any other agreement or understanding between the Parties.

**6. Mutual Releases of All Claims.**

(a) The City of Norwich hereby remises, releases, discharges and acquits, fully, finally and forever, Lamar and any and all of its insurers, and all of its agents, employees, partners, officers, shareholders, joint venturers, successors, heirs and/or assigns, insurers, excess insurers, reinsurers, representatives, attorneys and any and all affiliates, parents, subsidiaries or related persons and/or entities, of and from any and all manner of liability, actions, causes of action, suits, liens, debts, damages, injuries, disease, claims and demands, whatsoever, at law and in equity, whether growing out of tort, contract, quasi-contract, failure of consideration and/or otherwise, including, but not limited to, all liability, rights, actions or causes of action under the laws of the State of Connecticut or of any other states of the United States or of the United States and under any applicable law whatsoever, including, specifically, but not by way of limitation, all claims, demands, actions and causes of action for damages, general and/or special and/or punitive, attorneys' fees, costs, expenses and/or interest, and/or any other remedies and/or forms of recovery, whatsoever, past, present and/or future, which The City of Norwich now have or may hereafter have had arising out of the Business Arrangement or any other matter or thing in anyway relating to the Business Arrangement.

(b) Lamar hereby remises, releases, discharges and acquits, fully, finally and forever, The City of Norwich and any and all of its insurers, and all of its agents, employees, partners, officers, shareholders, joint venturers, successors, heirs and/or assigns, insurers, excess insurers, reinsurers, representatives, attorneys and any and all affiliates, subsidiaries or related persons and/or entities, of and from any and all manner of liability, actions, causes of action, suits, liens, debts, damages, injuries, disease, claims and demands, whatsoever, at law and in equity, whether growing out of tort, contract, quasi-contract, failure of consideration and/or otherwise, including, but not limited to, all liability, rights, actions or causes of action under the laws of the State of Connecticut or of any other states of the United States or of the United States and under any applicable law whatsoever, including, specifically, but not by way of limitation, all claims, demands, actions and causes of action for damages, general and/or special and/or punitive, attorneys' fees, costs, expenses and/or interest, and/or any other remedies and/or forms of recovery, whatsoever, past, present and/or future, which Lamar now have or may hereafter have had arising out of the Business Arrangement or any other matter or thing in anyway relating to the Business Arrangement.

## EXHIBIT A

7. **Integration Provisions.** The Parties hereby agree that this Release contains all of the agreements, representations and understandings of the Parties and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, relating to the subject matter hereof.

8. **Modification.** This Release may be amended or modified only by written agreement signed by each Party.

9. **Governing Authority.** Each Party hereby warrants, represents and covenants that all necessary action of the respective governing bodies of Lamar and The City of Norwich has been taken to authorize the entering into and execution of this Release and that the undersigned representatives of Lamar and The City of Norwich are fully and completely authorized, empowered and directed by the governing body of each to sign this Release for, on behalf of, and in the name of, each respective entity or body.

10. **Counterparts.** To facilitate execution, this Release may be executed in counterparts. All counterparts will collectively constitute a single instrument.

11. **Representation.** Each Party certifies that it has read this Release and understands its contents and that each has been represented by its choice of legal counsel in connection with the negotiation and execution of this Release.

12. **Severability.** If any one or more of the provisions contained in this Release shall, for any reason, be held invalid, illegal or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Release shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Release.

13. **Applicable Law.** This Release shall be construed and any disputes as to its performance shall be determined in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws principles.

14. **Successors and Assigns.** The covenants, terms, provisions and conditions in this Release apply to and bind the heirs, successors, transferees, executors, administrators and assigns of the Parties.

15. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

[Signature page follows.]

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have duly executed this Release effective as of the date first written above.

WITNESSES:

LAMAR

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

By: \_\_\_\_\_  
Name: Matthew J. Duddy  
Title: S. V. P. /T. M.

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

THE CITY OF NORWICH  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE 1

{B0419052.1}

Dated at Norwich, Connecticut this 7<sup>th</sup> day of June 2022.

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 July 5, 2022, and that the same has not been amended or rescinded:

**RESOLVED**, that action on the following list of American Rescue Plan Act allocations tentatively adopted on May 2, 2022, and as amended on May 16, 2022 and again as amended on June 6, 2022, be amended as follows:

**Round 2 ARPA Funding**

#	<u>Category of requests</u>	<u>Brief Description</u>	<u>Entity</u>	<u>Funding Description</u>	<u>Tentatively adopt by Council</u>
1	Requests from NCDC	Yale Study (Broadway Project)	NCDC	This study will insure Community Engagement in design charrettes to revitalize public outdoor gathering spaces post-pandemic, and create public spaces that are currently in a state of disrepair.	\$ 50,000
2	Public Works	Lower Broadway Complete Streets Improvement	Public Works	Sidewalk expansion and reconfiguration to allow for increased outdoor gathering and dining space in the central city. This area will provide a safe location for pedestrians, patrons, and the general public to enjoy outdoor activities. Businesses and Restaurants on Lower Broadway will have an expanded space to serve customers and the public in a safe manner.	\$150,000
3	Public Works/ Recreation	Armstrong tennis LED Lights & Parking lot/lights	Norwich Human Services / Recreation	Transition halide lights to LED lights on the tennis courts. Also complete the parking lots and lighting at the facility. Add this to Round 1 funded project.	\$195,000
4	Wage request	Records Clerk	City Clerk	Continue to fund wages and fringe for 18 months for Records Clerk which is currently being funded by another revenue source.	\$114,866
5	Wage request	Three Police Officers	Police	Wages & fringe for 18 months for three Police Officers. Add this to Round 1 funded project.	\$615,482
6	Wage request	Fire Inspector	Norwich Fire Department	Wages & fringe for 18 months for Fire Inspector.	\$162,759
7	Wage request	Auto Equipment Mechanic	Public Works	Wages & fringe for 18 months for Auto Equipment Mechanic	\$151,253
8	Wage request	<b>NEW PROPOSAL:</b> Community Engagement/Recreation Program Facilitator \$176K	Recreation Dept	Wages & fringe for 18 months. <b>REPLACE HUMAN SERVICES MANAGER WITH THIS PROPOSAL.</b>	\$0
9	Wage request	Assistant Zoning & Blight Enforcement Officer	Planning & Neighborhood Services	Wages & fringe for 18 months for Assistant Zoning & Blight Enforcement Officer: <b>PER PLANNING DIRECTOR, THIS IS NOT NEEDED AS THIS TIME.</b>	\$0
10	Public Work, Planning & NS & NCDC	"Parklets" for outside dining	Public Works	Outside dining apparatus to be used seasonally. This would cover the purchase of 8–10 units	\$200,000

<u>#</u>	<u>Category of requests</u>	<u>Brief Description</u>	<u>Entity</u>	<u>Funding Description</u>	<u>Tentatively adopt by Council</u>
11	Other departmental requests	Bridge replacement	Golf Course Authority	Replacement of bridge at the Norwich Golf Course used by Golf carts between holes 9 and 10.	\$200,000
12	Other departmental requests	NFA Slater Roof Project	NFA	Provide funding support to aid with the roof replacement project at NFA.	\$200,000
<b>Total Net Change – Round 2</b>					<b>\$2,039,360</b>

Dated at Norwich, Connecticut this 7<sup>th</sup> day of June 2022.

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 July 5, 2022, and that the same has not been amended or rescinded:

**WHEREAS**, the City of Norwich has received the sum of \$28,838,730 under the American Rescue Plan Act; and

**WHEREAS**, Council by resolution has authorized the expenditure of \$23,217,996 to date; and

**WHEREAS**, these funds must be obligated by December 31, 2024; 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 an additional \$1,050,000 to the Norwich Community Development Corporation to be used by it in assisting Solar Seal Architectural, LLC in the renovation and development of property located at 40 Wisconsin Avenue, which will facilitate the location and establishment of Solar Seal's manufacturing facility at 40 Wisconsin Avenue, bringing new employment and increased tax and utility revenue to the City.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that the sum of \$1,050,000 be appropriated from American Rescue Plan funds and added to funds already appropriated to the Norwich Community Development Corporation, this \$1,050,000 to be used in connection with the establishment of a new Solar Seal Architectural, LLC manufacturing facility at 40 Wisconsin Avenue, and said funds be advanced, loaned, granted, and made use of as follows:

- (i) a grant in the amount of \$350,000;
- (ii) a no interest unsecured loan in the amount of \$350,000 due and payable by September 1, 2023; (iii) a no interest unsecured loan in the amount of \$350,000 due and payable by September 1, 2024.

The grant and loans shall be conditioned upon Solar Seal's entering into a Loan Agreement with NCDC which will provide, among other requirements as may be agreed between NCDC and Solar Seal, a commitment over a period of ten (10) years to make reasonable efforts to hire local employees; budget not less than \$5,000 annually to be contribute toward community and civic events; participation in workforce training programs as may be approved by NCDC. Upon Solar Seal's violation of its agreement with NCDC, the loans shall be due and payable to NCDC.

Dated at Norwich, Connecticut this 7<sup>th</sup> day of June 2022.

ATTEST:



Betsy M. Barrett  
City Clerk