

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by the Council of the City of Norwich at a meeting held on May 1, 2023 and that the same has not been amended or rescinded:

Relative to an amendment of the 2023-24 budget to adjust revenue estimates.

RESOLVED, that the budget for Fiscal Year 2023-24, as proposed on April 3, 2023, be amended by the adjustments as listed herein.

General Fund			2023-24 Proposed	2023-24 Revised	Revenue Adjustment
10041000	42201	Building Permits	806,100	856,100	50,000
10048000	43470	Kelly Middle School Construction Grant	0	900,000	900,000
10043000	44405	Direct Hauler Fees	716,200	782,200	66,000
10040000	46101	Interest Income	1,800,000	2,400,000	600,000
10043000	48967	Janitorial Services Revenue from NPU	39,803	41,398	1,595
10042000	43100	Federal Grants-ARPA	400,000	0	(400,000)
		Total Revenue Adjustment			<u>1,217,595</u>
		Change in General Fund Mill Rate			(0.67)

City Consolidation District			2023-24 Proposed	2023-24 Revised	Revenue Adjustment
28354200	43100	Federal Grants-ARPA	600,000	1,000,000	400,000
		Change in CCD Mill Rate			(0.69)

Dated at Norwich, Connecticut this 2nd day of May, 2023.

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by the Council of the City of Norwich at a meeting held on May 1, 2023 and that the same has not been amended or rescinded:

Relative to tentative adoption of the preliminary budget for Fiscal Year 2023-2024.

RESOLVED, that the proposed preliminary budget for Fiscal Year 2023-24, as amended by the revenue and expenditure changes on May 1, 2023, be tentatively adopted, with a public hearing scheduled for Monday, May 8, 2023 at 7:30 PM in the Council Chambers of City Hall.

Dated at Norwich, Connecticut this 2nd day of May, 2023.

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by the Council of the City of Norwich at a meeting held on May 1, 2023 and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich Office of Community Development, as guided by the U.S. Department of Housing and Urban Development, is proposing a Third Substantial Amendment to the City of Norwich’s Annual Action Plan and budget for FY 2019-2020 to recapture and reallocate \$200,586.16 of Community Development Block Grant Coronavirus Response Grant (CDBG-CV) CARES Act funds; and

WHEREAS, the Community Development Advisory Committee (CDAC) has held a public meeting and voted on their recommendations for CDBG-CV allocations in the month of April; and

WHEREAS, the substantial amendment 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 of the substantial amendment.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that the City Council shall and hereby does schedule a public hearing to be held at 7:30 p.m. during the May 15, 2023 City Council meeting on the subject of a substantial amendment and reallocation of CDBG-CV.

CITY OF NORWICH - CDBG-CV Requests (2023 RECAPTURE)
 PY45 Substantial Amendment #3 CDBG-CV

Available Funding
 \$ 200,586.16

	Request	CDAC Recommendation	Council Recommendation
Public Services			
TVCCA Homelessness Prevention	\$ 20,000.00	\$ 20,000.00	
NHS Senior Accessible Medical Care & Education	\$ 170,000.00	\$ 101,897.48	
Thames River Community Service Young Parent Housing Stability	\$ 22,275.00	\$ 22,275.00	
St. Vincent de Paul Place Cold Food Storage	\$ 46,413.68	\$ 46,413.68	
Big Brothers Big Sisters Community-Based Mentoring	\$ 10,000.00	\$ 10,000.00	
Total Public Services	\$ 268,688.68	\$ 200,586.16	\$ -
Non-Public Services			
DPW Taftville Walking Path Improvements	\$ 119,697.00	\$ -	
Total Non-Public Services	\$ 119,697.00	\$ -	\$ -
Public Service	\$ 268,688.68	\$ 200,586.16	\$ -
Non-Public Service	\$ 119,697.00	\$ -	\$ -

Dated at Norwich, Connecticut this 2nd day of May, 2023.

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 May 1, 2023 and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich acquired the property described as Map 111, Block 1, Lot 76 known as 152 Palmer Street, through a tax foreclosure taking title on May 6, 2014; and

WHEREAS, the City of Norwich acquired the property described as Map 129, Block 1, Lot 66 known as 702 New London Turnpike, through a tax foreclosure taking title on April 5, 2018; and

WHEREAS, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich to transfer said properties to Habitat for Humanities for no consideration to be restored or redeveloped for housing through its program.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City Manager, John Salomone, be and hereby is authorized to execute and deliver a deed of conveyance together with such other letters or documents as are necessary to complete the transfer of title to Habitat for Humanity for the properties known as 152 Palmer Street and 702 New London Turnpike, Norwich.

Dated at Norwich, Connecticut this 2nd day of May, 2023.

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 May 1, 2023 and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by a resolution adopted April 15, 2019, authorized and directed City Manager John Salomone to enter into a Stadium Lease Agreement satisfactory to him on behalf of the City of Norwich with the Oneonta Athletic Corporation; and

WHEREAS, on August 1, 2019 John Salomone, as City Manager, on behalf of the City of Norwich entered into said Stadium Lease Agreement to commence January 1, 2020; and

WHEREAS, in February of 2020 the World Health Organization recognized a communicable respiratory disease caused by coronavirus designated “Covid-19” with subsequent restrictions placed on public events by federal, state and municipal directives; and

WHEREAS, the City of Norwich and the Oneonta Athletic Corporation acknowledge that the calendar year 2020 constituted a “baseball suspension period” as defined in Article XXII of the Stadium Lease Agreement; and

WHEREAS, as a result of a renegotiation of the Professional Baseball Agreement between Major League Baseball and the National Association of Professional Baseball Leagues the New York Penn League was dissolved with the removal of the Oneonta Athletic Corporation from the National Association of Professional Baseball Leagues; and

WHEREAS, the Oneonta Athletic Corporation proposed to participate in the new league named the Future League utilizing college baseball players; and

WHEREAS, by a resolution adopted May 17, 2021 the Council of the City of Norwich authorized and directed City Manager John Salomone to enter into and execute a First Amendment to the Stadium Lease Agreement satisfactory to him to run from January 1, 2020 to December 31, 2022 with the right of the Lessee, with the approval of the Lessor, to extend the Lease for one year; and

WHEREAS, the said First Amendment to the Stadium Lease Agreement was executed and is dated May 26, 2021; and

WHEREAS, the City of Norwich and the Oneonta Athletic Corporation desired to further amend the Stadium Lease Agreement by a Second Amendment to the Stadium Lease Agreement pursuant to the Second Amendment to the Stadium Lease Agreement attached hereto as Exhibit A

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that it agrees to amend the Stadium Lease Agreement by a Second Amendment substantially in the form of the Second Amendment to the Stadium Lease Agreement attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed to enter into and execute such Second Amendment to the Stadium Lease Agreement satisfactory to him on behalf of the City of Norwich and to cause the same and any other necessary documentation necessary to effectuate the Agreement to be signed in duplicate and one signed original to be delivered to the Oneonta Athletic Corporation.

SECOND AMENDMENT TO STADIUM LEASE AGREEMENT

THIS SECOND AMENDMENT TO STADIUM LEASE AGREEMENT (this "Second Amendment") is made and entered into this _ day of April, 2023, but shall be deemed effective as of the 1st day of January, 2023 (the "Effective Date"), between the **CITY OF NORWICH** ("Lessor"), a Connecticut Municipal Corporation with its principal place of business at 100 Broadway, Norwich, Connecticut 06360, and **ONEONTA ATHLETIC CORPORATION** ("Lessee"), a New York Corporation, authorized to conduct business in the State of Connecticut, with an office of business at 14 Stott Avenue, Norwich, Connecticut 06360.

WITNESSETH:

WHEREAS, Lessor and Lessee entered in a certain Stadium Lease Agreement dated August 1, 2019 (the "Original Lease"), pursuant to which Lessor granted Lessee the right to use the stadium and sports facility known as the Senator Thomas J. Dodd Memorial Stadium (the "Stadium") located on Stott Avenue in the Norwich Business Park in the City of Norwich as a baseball stadium and entertainment facility; and

WHEREAS, Lessor and Lessee did thereafter execute that certain "First Amendment to Stadium Lease Agreement" (the "First Amendment") dated May 26, 2021, amending and restating certain terms and provisions of the Original Lease; and

WHEREAS, Lessor and Lessee desire to further amend the Original Lease and First Amendment upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Original Lease, First Amendment and this Second Amendment, Lessor and Lessee hereby agree to amend the Original Lease and First Amendment as set forth herein.

1. (a) Capitalized terms used in this Second Amendment, but not defined herein, shall have the meaning ascribed to such terms in the Original Lease and/or First Amendment. For the purposes of this Second Amendment, the term "Lease Agreement" shall mean the Original Lease and First Amendment, as further amended by this Second Amendment.

(b) If there is any conflict between the terms and conditions of the Original Lease and/or the First Amendment, and the terms and conditions of this Second Amendment, then the terms and conditions of this Second Amendment shall control.

2. As of the Effective Date, Lessor and Lessee hereby agree to amend the Original Lease and First Amendment as follows:

(a) Section 3.1, as previously amended by the First Amendment, is hereby amended further by deleting "December 31, 2022" and inserting "December 31, 2024" in lieu thereof.

(b) Section 3.2a, as previously amended by the First Amendment, is hereby amended in its entirety to read as follows: "Lessor may extend the Term for a one (1) year period, commencing on January 1, 2025 and expiring on December 31, 2025, provided Lessor approves, or is deemed to have approved the extension. If Lessee desires to extend the Term as provided herein, Lessee shall notify Lessor by notice given to Lessor on or before October 1, 2024. Within thirty (30) days after receipt of such notice, Lessor shall notify Lessee if Lessor approves or disapproves the extension; if Lessor fails to notify Lessee of its disapproval within said thirty (30) day period, then Lessor shall be deemed to have approved the extension."

(c) Section 4.1, as previously amended by the First Amendment, is hereby amended further and replaced as follows:

2023- \$22,500.00
2024- \$22,500.00

The Rent to be paid by Lessee under this Lease for the Option Term shall be as follows:

2025- \$22,500.00

The Rent for the 2023, 2024 and if applicable 2025 shall be payable in two equal installments, with the first installment due on June 30th and the second installment due on September 30th of each year.

(d) Section 15.2, as previously amended by the First Amendment, is hereby amended further and replaced as follows: "On the day of each Home Game, Lessee shall provide adequate, trained personnel to maintain order at the Stadium, to protect property and persons therein and to otherwise comply with the Connecticut General Statutes, if necessary. In connection with such obligation, Lessee shall not be obligated to supplement its personnel with police and/or fire personnel for Home Games Sunday through Thursday. Lessee shall have a mutual agreement with the City of Norwich Chief of Police regarding supplementing Lessee's personnel with City of Norwich police and/or fire personnel for all Home Games on Friday and/or Saturday, unless otherwise agreed by the City of Norwich Chief of Police. Lessee shall bear the entire cost of such supplemented police and/or fire personnel."

(e) Section 16.1, as previously amended by the First Amendment, is hereby amended further by deleting "January 1, 2021 to December 31, 2022" and inserting "January 1, 2023 to December 31, 2025" in lieu thereof.

3. Lessor and Lessee discussed various repairs to the Stadium in connection with this Second Amendment. Based on those discussions, Lessor has agreed to do the following work to the Stadium, at its sole cost and expense, prior to May 15, 2023:

{02230223.1: City/Oneonta/Second Amendment/Lease}

(i) perform the work outlined under Option 1 on the Proposal from Championship Turf Services, #11368, dated 3/27/2023 (a copy of which has been given to Lessor); and (ii) install a new ice machine.

4. Except as amended by this Second Amendment, the Original Lease and First Amendment shall continue in full force and effect and is hereby ratified and confirmed by the parties.

5. This Second Amendment may be executed in a number of identical counterparts, each of which for all purposes shall be deemed to be an original, and all of which shall collectively constitute but one agreement, fully binding upon, and enforceable against, the parties thereto.

6. To facilitate the execution of this Second Amendment, the parties may execute and exchange the signature page by telephone, facsimile or e-mail counterparts.

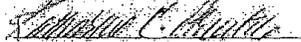
IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amendment to be duly executed as of the day and year first written above.

WITNESS:

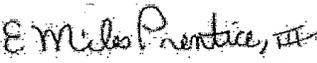
LESSOR:
CITY OF NORWICH

By: _____
John Salomone
City Manager

WITNESS:



LESSEE:
ONEONTA ATHLETIC CORPORATION

By: 
E. Miles Prentice
Its President, Duly Authorized

{02230223.1: City/Oneonta/Second Amendment/Lease}

Dated at Norwich, Connecticut this 2nd day of May, 2023.

ATTEST:



Betsy M. Barrett
City Clerk