

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by the Council of the City of Norwich at a meeting held on August 19, 2024 and that the same has not been amended or rescinded:

WHEREAS, the Connecticut Department of Economic and Community Development, acting pursuant to Connecticut General Statute §32-763 has awarded and submitted to Norwich a proposal for assistance to support Norwich's plans to remediate and demolish structures on a site located at Fifth Street End of the Canal, Norwich, CT 06360 as more particularly described in a letter dated July 24, 2024 together with an Assistance Proposal both of which are attached hereto as Exhibit A and Exhibit A-1; and

WHEREAS, pursuant to this proposal the City of Norwich will receive \$4 million in grant funds to be used by it for completion of a Remedial Action Plan and Asbestos Work Plan, and the demolition of certain buildings and structures on the property to enable a Redevelopment Project as described in the documents; and

WHEREAS, the Council of the City of Norwich finds it will be in the best interest of the City of Norwich to accept these grant funds to be used as required and agreed to by the city and the State of Connecticut for Brownfield Clean-up as the initiation of a Redevelopment Project.

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 on behalf of the City of Norwich to sign the letter described herein sent to him by Deputy Commissioner Matthew Pugliese and return the same to the deputy commissioner; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City and Town Clerk Roseanne Muscarella be and hereby is authorized and directed to prepare a certified resolution of this action of the Council of the City of Norwich to return to Deputy Commissioner Matthew Pugliese with the signed letter.



July 24, 2024

Mr. John L. Salomone
City Manager
City of Norwich
23 Union Street
Norwich, CT 06360

Dear Mr. Salomone:

The Department of Economic and Community Development is pleased to submit a proposal for assistance in support of the City’s plans to remediate and demolish structures on the site located at Fifth Street End of the Canal, Norwich, CT 06360. The following pages contain a project description and supporting details of a financial assistance package developed jointly between your staff and ours as a preliminary step to developing an Assistance Agreement (DECD contract) through DECDs legal team.

This proposal represents Governor Lamont’s continuing commitment to support Connecticut’s municipalities and we are pleased to have an opportunity to work with you on this project. The success of your project and your community are important to us.

Our staff will continue to be available to you and your staff throughout the duration of the project. If you have any questions concerning this proposal, please contact Gregory Ambros, your Project Manager, at 860.500.2363.

Sincerely,

Matthew Pugliese
Deputy Commissioner

Agreed and Accepted By:

City of Norwich

John L. Salomone, City Manager

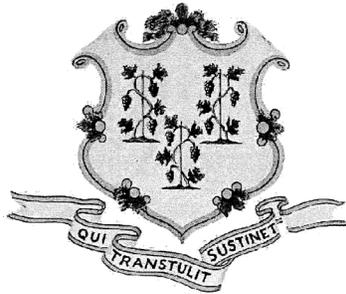
Date

State of Connecticut

Governor Ned Lamont

Department of Economic and Community Development

Commissioner Daniel O'Keefe



Financial Assistance Proposal

To

The City of Norwich

For

Capehart Mill Riverfront Park

Round 19

Project Address: Fifth Street End of Canal

Norwich, CT 06360

July 2024

BACKGROUND

Applicant (or the “Primary Recipient”) Description: The City of Norwich (hereinafter, also referred to as “Applicant” or “Primary Recipient,”) is located in Southeastern Connecticut in New London County and is situated at the confluence of the Shetucket, Yantic, and Thames Rivers. With a 2020 population of over 40,125, Norwich is now the largest municipality in Southeastern Connecticut.

Brownfield Cleanup Project Description: The \$4,000,000 grant funds will be used by the City of Norwich for completion of a remedial action plan and asbestos work plan, abatement, and demolition of buildings A & B, the skywalk and 5th Street Bridge at the 6.05-acre, former Capehart Textile Mill located on Fifth Street End of Canal in the Greenville National Historic District in Norwich (hereby the “Project”). The brownfield cleanup project will in turn enable the Redevelopment Project, described below.

Redevelopment Project Description: The City of Norwich intends to redevelop the property into the Capehart Mill Riverfront Park that will potentially create a connection to the planned State of Connecticut’s designated Shetucket River Greenway (hereby, the “Redevelopment Project”). The current brownfield funding and cleanup project will ultimately enable the Redevelopment Project.

DECD acknowledges that the proposed Capehart Mill Riverfront Park is only in the conceptual stages. In addition, the funding required for future phases of cleanup and park redevelopment work are not in place yet. The Applicant has applied for CIF 2030 grant funding (Round #5). If successful in receiving CIF funding, the Redevelopment Project is expected to be completed in approximately four to six years.

Project Property Description and Access Details: The following parcels constitute the “Project Property” – The 6.06-acre parcel located within the eastern Greenville section of the City of Norwich and known as Fifth Street End of Canal, CT 06360. The Site is bifurcated by a canal, fed by the Shetucket River, which comprises the eastern property line. Currently the Capehart Mill property is comprised of four (4) buildings (identified as Buildings A, B, C and D). Buildings A and D were near destroyed by fires. Buildings B and C are still generally intact. Other Site features consist of remnant building structures, paved driveways and parking areas, overgrown vegetation, and a skywalk over the canal that formerly connected Buildings A and D. The City recently acquired an adjacent property, known as 6 Eighth Street, which is an existing paved parking lot, which will be utilized for project access only during Phase 1 and eventually incorporated into the final design for the park.

The Project Property is currently owned by the Foot of Fifth, Inc., hereinafter referred to as the “Property Owner.” A release occurred in 2006 from a transformer while Foot of Fifth owned the property. Other operations that resulted in the presence of subsurface and building contamination occurred during former operations by prior property owner/operators and unknown arsonists and vandals. As per the Application, The Property Owner has agreed to relinquish ownership of the property for municipal acquisition. The Current Property Owner and the Applicant have are not

responsible for the contamination on the Site. The Assistance Agreement will not be closed until such time as the Applicant takes title to the Project Property.

SOURCE AND USE OF FUNDS

Sources of Funds	
City of Norwich	\$17,500
Foot of Fifth, Inc.	\$800,000
DECD – Brownfield Grant – Round 19 (“State Funding”)	\$4,000,000
DEEP CERCLA Grant	\$64,250
Other – Cultural Coalition	\$250,000
Total	\$5,131,750
Use of Funds	
Administration/DECD Legal (<i>n/a if contract handled in-house</i>)	\$7,500
Planning/Assessment/Engineering etc.	\$200,000
Abatement	\$2,440,000
Demolition/Remediation/Construction	\$2,484,250
Total	\$5,131,750

** The figures above may be amended from time to time through requests for revisions to the Project Financing Plan and Budget, as approved by the Department of Economic and Community Development.*

FINANCIAL ASSISTANCE PROPOSAL

This financial assistance proposal (the “Proposal”) is based upon the commitment of the Applicant or Primary Recipient to take responsibility for the implementation of the Project by the Development Partner, and as described herein. The State of Connecticut, acting through the DECD and under the provisions of Connecticut General Statutes (“C.G.S.”) Sec. 32-763 proposes a financial assistance package consisting of a grant in the total amount of \$4,000,000. DECD financial assistance shall not exceed \$4,000,000, as described in this Proposal and as set forth in the most recently approved Project Financing Plan and Budget. The components of this financial assistance are outlined below:

Applicant: City of Norwich
DECD Financing: \$4,000,000 Grant

Amount and Use of DECD Funds:

Administration/DECD Legal	\$10,000
Administration	\$100,000
Planning/Engineering	\$100,000
Abatement	\$990,000
Demolition	\$2,800,000
Total	\$4,000,000

The DECD shall not be bound until a contract (the “Assistance Agreement”) that contains all approvals required by law is executed in accordance with all applicable State procedures.

PROPERTY RESTRICTIONS

All legal matters in connection with the State Funding and any required security therefor shall be acceptable to DECD and its legal counsel. Language that will be finally included in the Assistance Agreement supersedes any language included under this clause in the Proposal.

Negative Pledge

The Applicant shall execute a Negative Pledge and Agreement (“Negative Pledge”) in a form acceptable to the Commissioner, which Negative Pledge shall provide that the Applicant shall not sell, lease, transfer, assign, or in any way encumber or otherwise dispose of the Project Property, located at Fifth Street End of Canal, Norwich, CT 06360, for ten (10) years, in whole or in part, without first obtaining the written consent of the Commissioner. The Negative Pledge shall be recorded on the land records of the City of Norwich.

Use Restriction

The Applicant shall covenant and agree that the Project Property, located at Fifth Street End of Canal, Norwich, CT 06360, shall be used primarily as a public recreational park for ten (10) years. The Applicant shall execute a Declaration of Restrictive Covenant (“the Covenant”) in a form acceptable to the Commissioner, which shall be filed on the land records of the City of Norwich. The Covenant shall be enforceable by the City of Norwich and the State and shall provide that any conveyance of the Applicant’s Project Property shall be subject to the terms of the Covenant.

ENVIRONMENTAL COMPLIANCE

Connecticut Environmental Policy Act

Disbursement of State Funding may be subject to the completion of the appropriate Connecticut Environmental Policy Act (“CEPA”) review of Project activities. If Project analysis and review under the provisions of CEPA is necessary, then the DECD will contract a professional engineering/planning firm experienced in preparing CEPA documents, using funds appropriated to the project. Said firm shall work at the direction of the DECD in assessing the Project activities in accordance with CEPA (C.G.S. Sec. 22a-1 and R.C.S.A. Sec. 22a-1a-1 to 22a-1a-12).

Demolition or major alteration of any facility (i.e. building or structure) or site listed or eligible to be listed on the National or State Register of Historic Places as determined by the State Historic Preservation Office, is subject to CEPA.

Environmental Condition of the Project Property

As determined by the DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for the Project Property. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall

conform to the applicable Department of Energy and Environmental Protection (“DEEP”) laws and regulations, and the applicable American Standards for Testing Materials document standards. Copies of all reports shall be submitted to the DECD.

If the Applicant and/or other parties have conducted Environmental Site Assessments for the Project Property, copies of such documents must be submitted to the DECD.

Remediation Program Enrollment

In conformance with DECD policy and in compliance with C.G.S. Sections 32-763 and 32-765, all recipients of brownfield remediation loan or grant funding not subject to C.G.S. Sec. 22a-134a (Transfer of Hazardous Waste Establishments) shall enter into a program for remediation of the Project Property pursuant to C.G.S. Sections 22a-133x (Voluntary Remediation Program : Investigation and Remediation of Contaminated Real Property), 22a-133y (Voluntary Remediation Program :Voluntary Remediation of GB/GC Areas), 32-768 (Abandoned Brownfield Cleanup Program), and 32-769 (Brownfield Remediation & Revitalization Program). This requirement does not apply if the Project is receiving remediation funding solely for hazardous building abatement and if, such hazardous building materials represent the sole or sole remaining environmental contamination on the Project Property. As a note, there is no fee associated with entering into a voluntary remediation program as per C.G.S Sec. 22a-6 (i).

As a policy, DECD will not release any DECD funds until relevant documentation to support successful enrollment into a remediation program is provided to the CT Department of Energy and Environmental Protection (DEEP); i.e., submittal of the Environmental Condition Assessment Form (ECAAF) form in the case of voluntary remediation as per C.G.S. Sec. 22a-133x, or a Remedial Action Plan in the case of voluntary remediation as per C.G.S. Sec. 22a-133y.

CONSTRUCTION COMPLIANCE

The DECD requires submission of project design documents, specifications, construction documents and cost estimates and other documents outlined in Schedule A. All submissions are subject to review, comment, and/or approval by the Office of Brownfields and/or the Office of the DECD Commissioner.

The Applicant shall submit for review and comment the following construction-related documents which need to comply with the latest version of the DECD Bidding, Contracting and Construction Guidelines: a) bonding and insurance requirements; b) copies of contracts; c) schedule of values; d) payment requisitions and change orders.

The DECD requirements for approval of the release of funds for construction include review of construction documents, latest updated budget, submittal of bidding process, project schedule and cash flow updates, progress reports, and any appropriate back up materials as may be needed for review such as application and certificate of payment (AIA Document G702) approved by the architect and/or engineer, appropriate invoices, etc.

The DECD will hold back the last five percent (5%) of State Funding until all required construction closeout documentation in accordance with DECD Bidding, Contracting and

Construction Guidelines is submitted. This includes proof of completion of remediation work funded by the State Funding including, but not limited to, a Remediation Action Report, Verification Report, a recorded copy of the Environmental Land Use Restriction (“ELUR”), EPA Reports, DEEP Audit, abatement report, demolition report, or any other reports requested by the DECD Commissioner.

PROJECT ADMINISTRATION AND MONITORING (PAM) PLAN

The Applicant shall be required to submit to the DECD a project administration and monitoring plan, acceptable to the DECD, that describes how they will document and monitor the financial and construction oversight of the State funds as required by the Assistance Agreement and as approved in the DECD’s Project Financing Plan and Budget. The purpose of the plan is to assure the completion of the Project within the approved Financing Plan and Budget and the appropriate use of State Funding. The plan should address how State funds will be disbursed in conjunction and in accordance with all contractual agreements. The plan should include the process that they will undertake to approve payment requisitions and project construction change orders.

REPORTING

Project Audit

Each Applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually (see Schedule B). The audit shall be in accordance with the DECD Audit Guide, which can be found at: <https://portal.ct.gov/-/media/DECD/OFR/DECD-Audit-Guide-January--2019.pdf>, and the requirements established by federal law and state statute. All Applicants not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government-auditing standards (“GAGAS”) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the Department of Economic and Community Development may conduct Project-specific audits.

The completion of the project will be determined by the end date of the most recently approved Project Financing Plan and Budget.

Project Financial Statements

The Applicant shall provide a cumulative Statement of Program Cost and a Detailed Schedule of Expenditures to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at https://portal.ct.gov/DECD/Content/About_DECD/Audit-and-Compliance/Manuals-Guides-and-Forms. This information will be required to be provided within ninety (90) days after the expiration date of the Project Financing Plan and Budget or earlier as determined by the Commissioner. Further information, such as supporting documentation (i.e. copies of invoices, cancelled checks, contracts etc.) for the expenditures charged may be requested from the Applicant, as necessary.

Project Progress Reporting

The Applicant shall submit project milestone and progress reports acceptable to the DECD with each payment request or at any time as requested by the DECD Project Manager. The reports will be due upon request and will be required to be provided until the expiration of the Project Financing Plan and Budget.

REQUIRED DOCUMENTS

The Applicant must provide the following required documents prior to contract closing. No Assistance Agreement will be signed by the DECD until all required documents have been received, which include the following:

- Environmental reports – Submitted – on file with the DECD

PROJECT START/END DATE

For purposes of this Proposal this Project will have a start date of June 14, 2024, and any eligible Applicant project expenditures after that date will be permitted as part of the Project. The end date of the project will be determined by the most recently approved Project Financing Plan and Budget.

EXPIRATION

The Applicant must accept this Proposal no later than thirty (30) calendar days after the date of the Proposal. In the event the DECD does not receive the acceptance of this Proposal by the aforementioned date, the offer will be considered null and void and withdrawn.

INSTANCES OF DEFAULT

If funding for the Project is approved, the Assistance Agreement between DECD and the Applicant may be subject, but not limited, to the following default provisions: breach of agreement, misrepresentation, receivership or bankruptcy, condemnation or seizure, lack of adequate security, or violation of terms in other Project documents. In addition to repayment in full of the funding, DECD’s remedies may include, but not be limited to, the ability to collect an additional 5% in liquidated damages on the total amount of financial assistance, and to charge a 15% per annum rate of interest on financing provided.

CLOSING AND TRANSACTION COSTS

The Applicant shall be responsible for the payment of all necessary and appropriate costs associated with this transaction, whether or not a closing takes place, including but not limited to the State’s attorneys’ fees and other such costs incurred by the State or associated with securing the State Financial Assistance. Such costs may also include reasonable attorney fees, appraisal costs, and other possible fees and costs related to the closing. No financing will be provided until the Applicant has paid the DECD’s legal fees.

LABOR COMPLIANCE

Nondiscrimination

The Applicant will comply with C.G.S. Sec. 4a-60, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of

persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Applicant will comply with C.G.S. Sec. 4a-60a, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of sexual orientation.

Affirmative Action

The Applicant will comply with C.G.S. Sec. 4a-60, which prohibits the Applicant from engaging in or permitting discrimination in the performance of the work involved as well as requires that the company take affirmative action to ensure that all job applicants with job related qualifications are employed and that employees are, when employed, treated in a nondiscriminatory manner.

Executive Orders and Other Enactments

- a. All references in this Proposal to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Proposal at any time during its term, or that may be made applicable to the Proposal during its term. This Proposal shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Applicant's request, the DECD shall provide a copy of these Enactments to the Applicant. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under this Proposal if it chooses to contest the applicability of the Enactments or the DECD'S authority to require compliance with the Enactments.
- b. This Proposal 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. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Proposal as if they had been fully set forth in it.
- c. This Proposal may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive

Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Proposal as if fully set forth in it.

WITHDRAWAL OF FINANCIAL ASSISTANCE PROPOSAL

Notwithstanding any other provisions of this Proposal, the State, in its discretion, may elect to withdraw this Proposal and withhold payment of funds if:

- The Applicant shall have made to the State any material misrepresentation in the Project data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the Assistance Agreement, or with respect to any document furnished in connection with the Project; or
- The Applicant shall have abandoned or terminated the Project, or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this Proposal and/or thereafter in the Assistance Agreement.

ADDITIONAL TERMS AND CONDITIONS

The Applicant acknowledges that the obligation of DECD to provide the financial assistance set forth herein is subject to the normal State approval process, including but not limited to approval by the State Bond Commission, and may be subject to review and approval of any documentation by the Attorney General as to form and substance.

The DECD financial assistance will be subject to the standard terms and conditions established by DECD for financial assistance under C.G.S. Sec. 32-763. The Applicant will enter into an Assistance Agreement with the State of Connecticut, acting through the DECD, which will contain but not be limited to provisions of this Proposal, and set forth the terms and conditions of the Assistance Agreement. The Applicant will execute and/or deliver such other documents, agreements, and instruments as DECD may require in connection with the Assistance Agreement or any required security.

This Proposal is not a contract by the State of Connecticut or the Applicant. The State shall not be bound until a contract has all approvals required by law and is executed in accordance with all applicable State procedures.

SPECIAL CONDITIONS

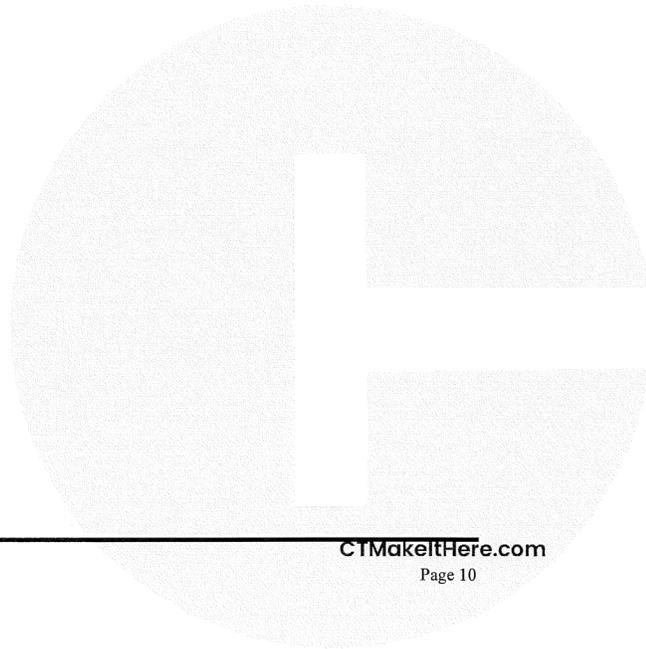
The Applicant acknowledges that State Funding will be released by the DECD to the Applicant, on a reimbursement basis, in the following manner:

- Eligible project expenses will be reimbursed on a pro-rata basis with non-DECD sources. However, 5% of the Brownfield Grant (\$200,000) will be held back until relevant project closeout documents are submitted.

COMMUNICATIONS AND OUTREACH

In any news release or printed material promoting the Project, the Applicant and Development Partner shall give credit, prominently placed, to the Office of Brownfield Remediation and Development, Department of Economic and Community Development. The Office of Brownfield Remediation and Development, Department of Economic and Community

Development shall be consulted prior to scheduling public events such as a ribbon cutting or a groundbreaking and will be afforded an opportunity to provide remarks at such an event. The Applicant shall erect and maintain a project sign at the Project site in accordance with the specifications provided in the DECD Bidding and Construction Guidelines.



DECD CONTACTS

Project Manager (Contracts): Your Project Manager (Contracts) is responsible for coordinating all aspects of the contracting and closeout process of your project as it moves forward. Please consider the Project Manager (Contracts) as your main point of contact throughout the life of your project for contract-related questions.

Contact: Gregory Ambros

Phone #: 860.500.2363

Project Manager (Technical): Your Project Manager (Technical) is responsible for all environmental, technical, project-scope, and contractor/consultant selection aspects of the project. The Project Manager (Technical) will also be responsible for project monitoring and payment reimbursements. Please copy both Project Managers on all project related emails.

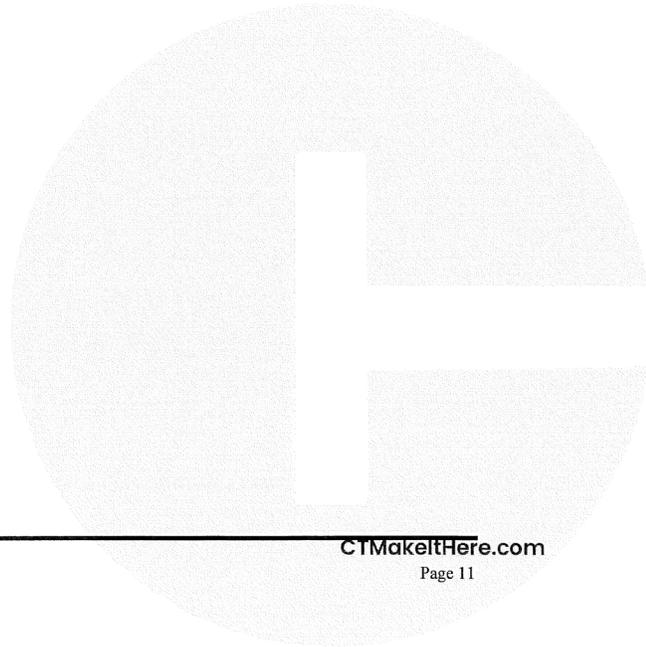
Contact: Chaimae Sabir

Phone #: 860.500.2367

Director: Your Director is also available to you at any time for issues pertaining to all aspects of your project.

Contact: Binu Chandy

Phone #: 860.500.2454



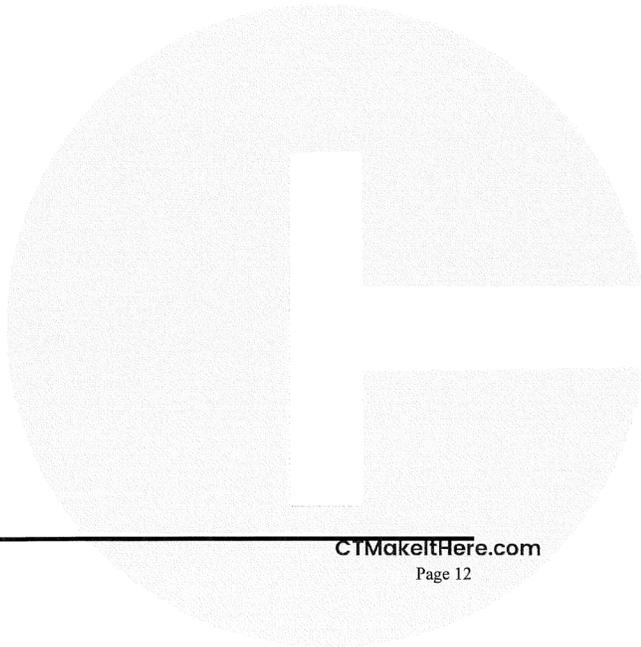
CLIENT OBLIGATION CHECKLIST

The following is a brief outline of the documents that will be required to be provided by the Applicant over the life of the Assistance Agreement. This is not an attempt to define all of the terms and conditions as outlined in this Proposal, but to provide a snapshot of the requirements.

General Requirement	Comment	Y E A R S										Status
		1	2	3	4	5	6	7	8	9	10	
State Single Audit (if applicable) – See Schedule B	Due within 180 days of FYE until all project funds are expended	X	X	X								
Project Financial Statement (Unaudited Balance Sheet and Cumulative Statement of Program Costs)	Due 90 days after the expiration date of the Project Financing Plan and Budget.			X								
Progress Reports	Due upon request or with Applicant's payment request	X	X	X								

Applicant Initials

Date



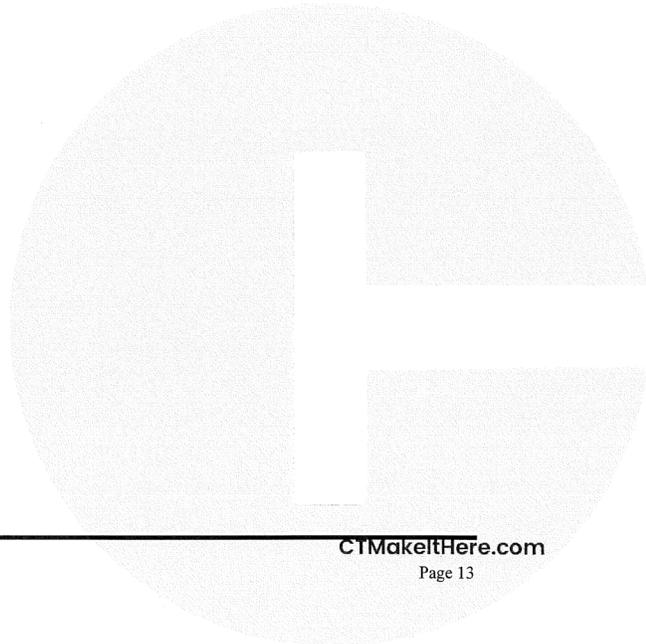
NEXT STEPS

The enclosed documents accompanying this Proposal must be completed and returned to DECD within thirty (30) calendar days of acceptance of this Proposal.

- * Application (already on file)
- * Project Financing Plan and Budget
- * Certified Resolution

Please return the signed acceptance letter and initialed Client Obligation Checklist to:

Gregory Ambros (PM, Contracts) @ Gregory.Ambros@ct.gov



SCHEDULE A (Construction Related Documentation - Brownfield Projects)

Schedule of Submissions and Approvals required for State Assistance

The DECD will require the Applicant to provide certain documents prior to the start of construction and through the completion of the Project. For brownfield projects, “construction” shall be considered any combination thereof of hazardous building materials abatement, demolition, remediation or activities directly related to such items. In addition, DECD will require certain reviews and opportunities for comment during design and construction, through the completion of the project. The following outlines some of these documents and some of the anticipated DECD approvals:

Submissions to DECD – Start of Project to Construction Completion:

- Schematic Design Plans/Remediation Action Plans
- Contracts with professional consultants and construction/remediation contractors
- Consultant Engineering Reports (including but not limited to, civil/site, environmental site assessments and other environmental reports, geotechnical, and structural)
- C.G.S. Sec. 25-68(d) Floodplain Certification Submission (if applicable)
- Appraisal Reports
- Historic and Archeological Surveys, Reports, SHPO Review Letter and Mitigation Deliverables (if applicable)
- Affirmative Action Compliance Reports
- Risk Register
- Environmental Condition Assessment Form (ECAAF) submitted to DEEP
- DEEP’s formal response acknowledging receipt of Voluntary Remediation Program (VRP) documentation
- Applicant Single Audit Act Reports
- Third Party Special Inspection Reports
- Progress Reports by Applicant (format to be approved by DECD)
- Meeting Minutes and Correspondence (between owner, architect, environmental consultant/LEP, and/or contractor)

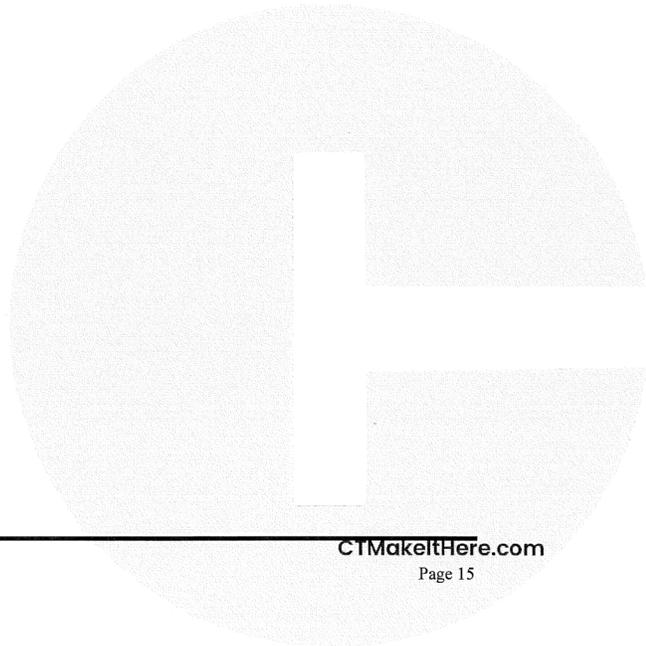
DECD Site Development Involvement: DECD requires on and off-site project access on regular basis for review of design and construction developments.

Submissions to DECD Upon Completion of Construction:

- Project Financial Statement
- Certificate of Occupancy (where applicable)
- Proof of completion of remediation (DEEP Verification Report, Environmental Land Use Restriction (ELUR), and/or DEEP Audit etc. as per applicable regulations.)
- Proof of completion of abatement as per applicable regulations
- Record documents (As Built)
- Certificate of Substantial Completion (AIA form G704)
- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
- Contractor's Affidavit of Release of Liens (AIA form G706A)

- Subcontractors and Suppliers Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable (AIA form G707A); requires DECD concurrence.
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage cannot be paid until ninety-one (91) days after the date on the Certificate of Substantial Completion.



SCHEDULE B

TO: Municipal or Nonprofit Agency Grantee – DECD Program
FROM: Office of Financial Review
SUBJECT: DECD and State Single Audit Submission Requirements

Pursuant to Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, each municipality, audited agency, tourism district and not-for-profit organization that expends state financial assistance equal to or in excess of three hundred thousand dollars (\$300,000) in any fiscal year of such nonstate entity beginning on or after July 1, 2009, shall have a single audit made for such fiscal year in accordance with the provisions of the above-referenced General Statutes. The financial audit reports and State Single Audit reports are required to be filed with the Office of Policy and Management (OPM) within six-months of the auditee’s fiscal year end and must be uploaded to the Office of Policy and Management’s (OPM) Electronic Audit Report System (EARS) website. If total state financial assistance expended for the fiscal year is for a single state program, a program-specific audit may be conducted in lieu of a single audit.

The Office of Policy and Management is the cognizant agency for municipalities, tourism districts, other quasi-governmental entities and nonprofit organizations under the State Single Audit Act. Any extension for filing an audit report past the statutory deadline must be approved by OPM. In order for such an extension to be considered, an Audit Submission Extension Request Form must be submitted to the cognizant agency no later than 30 days prior to the required filing date. Both the independent auditor and the Chief executive officer of the audited entity must sign the request. If the reason for the extension relates to deficiencies in the entity’s accounting system, a corrective action plan must accompany the request. The request may be faxed to the cognizant agency as indicated on the request form obtained from the OPM State Single Audit webpage:
<https://portal.ct.gov/-/media/OPM/2018ComplianceSupplementLastRevised10218pdf.pdf?la=en>.

The following is a list of the required components of a complete audited financial report package that must be filed by the deadline with your cognizant agency:

1. The Audit Report on the Financial Statements of the auditee
2. State Single Audit Report or program-specific audit report (if applicable)
3. Federal Single Audit Report (if applicable)
4. Municipal Audit Questionnaire (Municipalities & Audited Agencies)
5. Management Letter (if applicable)
6. Corrective Action Plan (if applicable)
7. Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

If a program-specific audit is to be performed, the DECD *Consolidated Audit Guide for DECD Programs* must be followed <https://portal.ct.gov/-/media/DECD/OFR/DECD-Audit-Guide-January-2019.pdf?la=en>.

State Single Audit Regulation Sec. 4-236-28, states, “In cases of continued inability or unwillingness to have a proper audit conducted of a program in accordance with these regulations, **state agencies** shall consider appropriate sanctions concerning the program including but not limited to:

- (a) withholding a percentage of awards until the audit is completed satisfactorily;
- (b) withholding or disallowing overhead costs; or
- (c) suspending state awards until the audit is completed”.

Any nonstate entity, which fails to have the audit report filed on its behalf within six months after the end of its fiscal year or within the time granted by the cognizant agency, may be assessed a civil penalty of not less than \$1,000 but not more than \$10,000.

While these are strong measures and in most instances not needed, they define the measures that state agencies and OPM may take to ensure that those grantees receiving state financial assistance submit timely and appropriate audit reports.

In summary, as a grantee of a DECD program, please file the following documents as applicable with DECD and OPM by the dates indicated:

File the following with the state grantor agency – [DECD, Office of Financial Review, 450 Columbus Boulevard, Hartford, CT 06103-1843]:

- *Complete Audit Reporting Package* if your entity is subject to filing a State Single Audit (must be submitted within 30 days of completion but no later than the filing period deadline),
OR
- *State Single Audit Exemption Notification Form* if your entity is exempt from filing a State Single Audit (submit as soon as possible after fiscal year end but no later than six months after your fiscal year end)

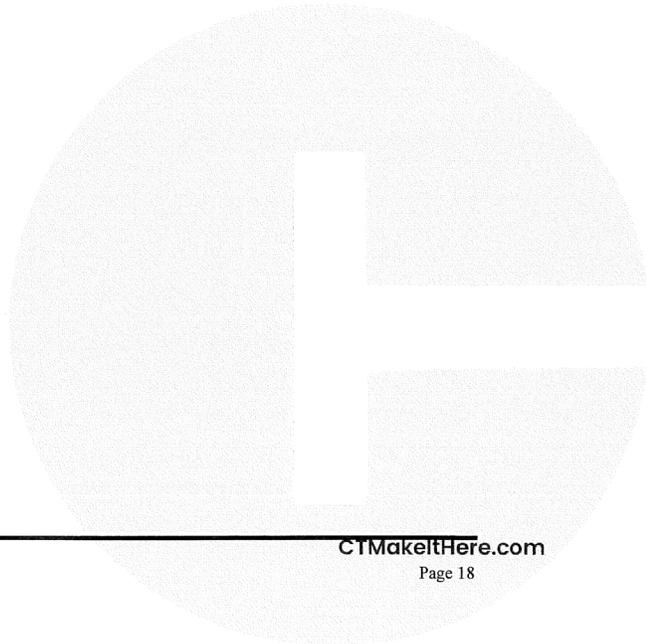
File the following with your cognizant agency – [OPM, Intergovernmental Policy Division, Municipal Finance Services, 450 Capitol Avenue - MS-54MFS, Hartford, CT 06106]:

- *Auditor Notification Form* (submit no later than thirty days before the end of the fiscal year of the entity to be audited)
 - <https://portal.ct.gov/-/media/OPM/IGP/munfinsr/forms/Appointment-of-Auditor-Form-4-22-19.docx>
- *Extension Request For Filing Financial and State Single Audits* if the audit cannot be filed by the due date (submit at least 30 days prior to the end of the six-month filing period)
 - https://portal.ct.gov/-/media/OPM/IGP/munfinsr/forms/Extension-Request-Form_11-3-2020.pdf

- *Complete Audit Reporting Package* if subject to filing State Single Audit (*submit* within 30 days of completion but no later than the filing period deadline),
- *State Single Audit Exemption Notification Form* (submit as soon as possible after fiscal year end if you determine that your organization was not subject to the State Single Audit Act but no later than six months after your fiscal year end)
 - https://portal.ct.gov/-/media/OPM/IGP/munfinstr/forms/Filing-Exemption-Form-3-26-19_pdf.pdf
- The OPM general audit forms are available at
 - <https://portal.ct.gov/OPM/IGP-MUNFINSR/Municipal-Financial-Services/Audit-Forms>

For questions, please contact Kristina Neborsky of DECD at (860) 500-2321.

Thank you for your attention to these matters.



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I the undersigned hereby certify that we are for the purpose of conducting and transacting the business of a grocery and confectionery store in the Town of Norwich (469 Hamilton Ave.) and State of Connecticut under the assumed name of Hamilton Avenue Food Store and there are no other person or persons associated with the undersigned in the conducting and transacting of said business, and that the post-office addresses given below are correct.

Dated at Norwich, Ct., this 16th day of Oct., 19 50.

Post Office Address Paul L. Hebert
469 Hamilton Ave.
Norwich, Conn.

Post Office Address Ida Moore
117 Smith Ave.
Norwich, Conn.

Post Office Address
.....
.....

Post Office Address
.....
.....

STATE OF CONNECTICUT, }
County of New London } ss. Town of Norwich, October 16, 1950
Personally appeared Paul L. Hebert and Ida Moore

whose names are signed to the foregoing certificate and acknowledged that the signatures are genuine and the post office addresses correct before me.

James E. Bane Justice of the Peace.
~~for~~ ~~Commissioner of the Superior Court,~~
Notary Public.
~~Town Clerk~~

The above and foregoing is a true copy of the original certificate on file in the office of the Town Clerk of the Town of _____ Attest: _____ Town 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 August 19, 2024 and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich proposes to discontinue the use as a highway of a portion of Lawler Lane from the Northwest corner of 185 Lawler Lane to the Southeast corner of 256 Lawler Lane, a distance of approximately 1,500 feet; and

WHEREAS, pursuant to Connecticut General Statute §13a-49, the City Council may discontinue any portion of a road; and

WHEREAS, pursuant to Connecticut General Statute §13a-49, due notice will be given to all landowners abutting the proposed portion of Lawler Lane area to be discontinued; said notice to be published in a newspaper of general circulation in Norwich and a sign will be posted at the location of the discontinued portion; and

WHEREAS, the Council of the City of Norwich will refer the matter to the Commission on the City Plan for appropriate review and report.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Norwich, authorizes and directs City Manager, John Salomone, to provide it necessary assistance as it undertakes the process to discontinue a portion of Lawler Lane from the Northwest corner of 185 Lawler Lane to the Southeast corner of 256 Lawler Lane, a distance of approximately 1,500 feet to be shown on a survey map to be prepared by Boundaries, LLC, reserving to the City of Norwich and to the Norwich Department of Public Utilities all rights to enter upon the same to maintain and install drainage and to maintain and install other public utilities, said process to be in accordance with the procedure as set forth in Conn. Gen. Stat, Section 13a-49, et. Seq; and

BE IT FURTHER RESOLVED by the Council of the City of Norwich that this resolution be referred to the Commission on the City Plan for appropriate review and report, and the date for action by the Council of the City of Norwich be established as September 16, 2024.

Dated at Norwich, Connecticut this 21st day of August, 2024.

ATTEST: 
Roseanne Muscarella
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 August 19, 2024 and that the same has not been amended or rescinded:

WHEREAS, the property owners listed below want to participate in the curb reimbursement 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: Property owners will construct a concrete sidewalk with granite curb on the following properties and the City of Norwich will reimburse them \$50.00 per linear foot of concrete sidewalk installed.

Name	Address	Estimate
Soulor Pond LLC	20 Oak Street	\$4925.00
Solour Pond LLC	22 Oak Street	\$1910.00

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, and that a public hearing be set for the second meeting of the City Council on August 19, 2024.

The estimated city's cost for curbing and miscellaneous construction items is \$6835.00.

Dated at Norwich, Connecticut this 21st day of August, 2024.

ATTEST: 
Roseanne Muscarella
City Clerk