

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by the Council of the City of Norwich at a meeting held on August 21, 2017, and that the same has not been amended or rescinded:

BE IT RESOLVED that the below named be reappointed as a **regular member** to the Historic District Commission with a term to expire on December 31, 2021 or until a successor is appointed:

Nancy O'Neil (D)

Dated at Norwich, Connecticut this 22nd day of August 2017.

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by the Council of the City of Norwich at a meeting held on August 21, 2017, and that the same has not been amended or rescinded:

WHEREAS, as a result of relocating the Human Services Department the city property at 80 Broadway will become vacant; and

WHEREAS, the city owns the adjacent parking lot at 68 Broadway; and

WHEREAS, City Manager John Salomone has proposed offering both properties, 80 Broadway and 68 Broadway through a Request for Proposal process seeking parties interested in acquiring and developing all properties including the acceptance of all obligations imposed with respect to the same by the deeds to which the city received title.

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, with such assistances as he may require, to issue an RFP seeking proposals from parties interested in acquiring and developing the properties at 80 and 68 Broadway; the RFP to require all proposals to be submitted to the city no later than October 20, 2017 but may otherwise include such terms and conditions as City Manager John Salomone believes to be appropriate and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that, all proposals shall thereafter be referred in a timely fashion to the Council of the City of Norwich

Dated at Norwich, Connecticut this 22nd day of August 2017.

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by the Council of the City of Norwich at a meeting held on August 21, 2017, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by resolution adopted April 17, 2017 designated JPW Building, LLC as the preferred developer for the 60 Sixth Street property subject to its reaching a Development Agreement with the City of Norwich; and further authorized and directed the city manager to negotiate a Development Agreement satisfactory to him with JPW Building, LLC and to present the same to the council for its consideration and approval on or before the first meeting of the council in September 2017; and

WHEREAS, the council further resolved that the 60 Sixth Street Committee of Sale oversee the development of 60 Sixth Street until such time as the development is completed and approved by the council or the council has rejected the draft Development Agreement; and

WHEREAS, a proposed Development Agreement with JPW Building, LLC is attached hereto as Exhibit A for the council's review and approval;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that, this document entitled City of Norwich Development Agreement is satisfactory to the council and City Manager John Salomone be and hereby is authorized and directed to enter into the same on behalf of the City of Norwich with JPW Building, LLC.

CITY OF NORWICH DEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of this ____ day of August, 2017 by and between the **CITY OF NORWICH**, a municipal corporation with its principal place of business located at 100 Broadway, City of Norwich, County of New London and State of Connecticut 06360 (the "City") and JPW Building, LLC with an address of 1 Knollwood Dr., Suite #5, Canterbury, Connecticut (the "Developer") for the purpose of entering into an agreement (the "Agreement") for the development of parcel at **60 Sixth Street**, Norwich, Connecticut by and between the City and the Developer.

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, the undersigned do hereby enter into the Agreement as hereinafter set forth, incorporating the recitals therein contained with respect to the purpose and intent of the parties including all terms and conditions as follows:

I. TERMS AND DEFINITIONS

1.1 "Completion" and "Complete", as those terms are used in this Agreement shall be evidenced by the issuance of a Certificate of Occupancy for **60 Sixth Street**, including but not limited to exterior and interior improvements, plantings and landscaping, and adequate off street parking at **60 Sixth Street**. Completion shall not be implied by any action or failure to act by the City or any agency of the City. The City shall determine Completion in the exercise of its municipal regulatory authority taking into account sound construction and engineering practices, all requirements of applicable building codes and compliance with this Agreement.

1.2 All site and construction work undertaken by the Developer in accordance with the terms of this Agreement and the materials used or to be used in connection therewith, are hereinafter generally referred to as the "Work."

II. RECITALS

2.1 The Developer was and is hereby selected pursuant to the recommendation of the 60 Sixth Street Committee and the Resolution adopted by the Council for the City of Norwich on April 17, 2017, attached as Schedule C, as the developer in reference to RFP No. 17-10, attached hereto as Schedule A, and the Proposal for Development, submitted by the Developer and dated March 2, 2017 attached hereto as Schedule B. Schedules A, B, and C are incorporated into this Agreement by reference and made a part hereof.

2.2 The Agreement to be executed by both parties will be presented to the Council for the City for its consideration and approval on or before the first meeting in September 2017 as required by the Resolution adopted April 17, 2017. (See Schedule C.)

2.3 The following Property is subject to this Agreement and shall constitute the "Parcel": **60 Sixth Street** (Map 86, Block 3, Lot 43).

2.4 The Developer shall provide a surety for the performance of the work in accordance with the ordinances, policies and procedures of the City of Norwich and satisfactory to it as more specifically described herein. Prior to commencing work, the Developer shall provide to the satisfaction of the City a performance bond, which is agreed to be five thousand dollars (\$5,000) or an equivalent surety naming the City of Norwich as Obligee and the Developer as Principal and Obligor, with the cost for said bond to be borne solely by the Developer. To avoid any misunderstanding, the City will accept a pledged passbook savings account in favor of the City of Norwich (the "Pledged Account") **OR**, at the Developers' election, a Surety Bond, which surety shall be in form and content reasonably acceptable to the City and shall remain in place at all times until completion of the Work, as Completion is defined in Section 1.1 hereof, at which time said surety shall be released. In the event of Developer's default hereunder, the City may, in its sole and absolute discretion, and at any time thereafter, draw upon said surety to complete Developer's performance obligations under this Agreement **OR** retain the surety pledged on account of damages for non-performance.

2.5 The Developer shall commence the redevelopment and rehabilitation of the Parcel in accordance with this Agreement and as more specifically set out in the attached Schedules A and B as soon as it is practicably possible after execution following the approval of the Council for the City as is required in Section 2.2 above. The Developer shall use all due diligence for the financing, planning, designing, municipal permitting, grading, demolition, renovation, construction, landscaping and redevelopment necessary to prepare the Parcel for access to renovate, rehabilitate, market and reuse the improvement at **60 Sixth Street**.

2.6 Upon Completion, the City shall convey its rights, titles, and interests in the Parcel to the Developer or at Developer's request, a newly formed entity under the control of Jeff Warcholik through a quitclaim deed. The City agrees to convey titles to the Parcel at a date earlier than at project Completion to permit the Developer to obtain financing of the project by a qualified lender subject to terms and conditions reasonably acceptable to the City. Such financing may be obtained through a home equity loan or line of credit from a qualified lender if provided under terms and conditions reasonably acceptable to the City.

2.7 The Developer agrees that the Work performed shall have the intended consequence of enhancing the market value of the Parcel as a Residential property and fulfilling the redevelopment goals of the City. The Work shall be completed within twelve (12) months of the execution of this Agreement. In the event that the Developer is unable to complete the Work in accordance with the terms of this Agreement, the Developer shall notify the City in writing as to the reasons why the Work cannot be completed, and the parties shall attempt to negotiate a resolution. If a mutually agreeable resolution cannot be reached or more than two (2) months has elapsed since the time for completion of the development, the City may declare a default pursuant to Article VII, below, and subject to the terms of the same, the City shall have the right to terminate this Agreement and pursue all rights and remedies available in law or equity, limited, however, to the provisions of Paragraph 2.4 and Paragraph 7.4 hereof, with time being of the essence.

2.8 The Developer shall commence and diligently pursue removal of trees, vegetation, trash, and any other materials that would impede fulfilling the terms and conditions of this Agreement

at his sole cost and expense. After completion of cleaning and clearing, the Developer shall undertake the improvement to **60 Sixth Street**, at his sole cost and expense. The Developer is fully aware of the existence of potentially dangerous conditions presented by the structure at **60 Sixth Street** and agrees to undertake reasonable efforts to prevent occupancy of the structures before Completion and pursue all demolition and renovations in a timely manner.

2.9 The Developer shall bear all responsibility and risk for renovation of the building known as **60 Sixth Street** as required by RFP No. 17-10 (see Schedule A) and obtain adequate liability insurance acceptable to the City during this phase of Work listing the City of Norwich as an additional insured.

2.10 All improvements made to the Parcel, while owned by the City and until Completion, become the property of and belong to the City and the Developer waives the right to seek damages for the value of improvements should the Developer fail to complete the project to the reasonable satisfaction of the City.

2.11 The Developer shall be responsible for all costs and expenses of performing the Work and hereby agree to indemnify and hold the City harmless from any claim with respect to the same. The Developer shall not allow any mechanic's lien to be filed against the Property and hereby covenants and agrees to secure the release of any such mechanic's lien as may be filed within sixty (60) days of filing, whether by the substitution of a bond or otherwise.

2.12 The City reserves the right to unlimited access to the Parcel before Completion for progress inspections in accordance with this Agreement, provided such access shall not unreasonably interfere with the activities of the Developer hereunder. Similarly, if title to the Parcel pass to the Developer prior to Completion pursuant to this Agreement, the Developer shall permit the City reasonable access to the Parcel at mutually agreeable times.

2.13 The Developer agrees to undertake all reasonable efforts to obtain building permits and conduct the Work on the Parcel in accordance with the standards as set forth in the Property Maintenance Code for the City of Norwich and comply, whenever applicable, with the City of Norwich Housing Code as communicated by representatives of the Building Department for the City of Norwich.

2.14 The Developer shall timely and diligently conduct the Work and thereby improve the Parcel through a combination of new construction and renovation in accordance with the terms of this Agreement.

2.15 The Developer and City agree that Developer may apply for any grants available in connection with the Work. Notwithstanding the foregoing, Developer shall not apply for any state grants without the City's prior written consent.

III. CONDUCT OF WORK

3.1 The City and Developer agree and understand that the Parcel will be conveyed free and clear of consensual liens arising during the term of the City's ownership, without any other warranty or representation of title and, not by means of limiting the generality of the foregoing, title to the Parcel shall be conveyed subject to the following encumbrances and restrictions:

- (a) Taxes due the City of Norwich accruing subsequent to the conveyance of the Parcel to the Developer pursuant to this Agreement, which Developer agrees to pay. Notwithstanding, the Developer reserves the right to apply for such tax benefits and abatements as the Developer may be eligible to receive.
- (b) Any and all provisions of any ordinance, municipal regulation or public or private law affecting said Parcel.
- (c) Covenants, restrictions, declarations, easements and agreements, if any, as of record.
- (d) Any state of facts disclosed by a personal inspection and/or a survey of the Parcel.
- (e) Any mechanic's liens or other encumbrances recorded subsequent to the execution of this Agreement, but prior to the conveyance of title to the Developer, that are deemed by the City, in reasonable discretion, to be the fault of or arise out of the actions of the Developer.

If Developer determines that Title to the Parcel does not conform to the above, or if it conforms, title is not otherwise marketable, the Developer shall notify the City in writing of such defect. The City at its sole election may extend the Closing by thirty (30) days to correct at its expense such defect OR may by written notice to Developer terminate this Agreement. If the City elects not to extend the Closing, Developer may either accept such title as the City may have to convey without any change in Developer's obligations hereunder OR terminate this Agreement by written notice to the City. Acceptance of the Deed to by Developer at Closing shall be deemed acceptance of the state of title to the property therein conveyed.

3.2 The Developer agrees that the Parcel will be conveyed in an "as-is" condition via quitclaim deed (the "Deed"). No warranties of any kind are made as to any part of the Parcel and no adjustments will be made for any after-discovered defects. The Developer assumes all risk of loss associated with any environmental impairment existing as of the date of closing. Except as otherwise stated herein, the acceptance of said Deed by the Developer shall constitute a conclusive determination of satisfaction and termination of the obligations of the City under this Agreement. The Developer agrees that the Parcel has been examined and that it is fully satisfied with the physical conditions thereof and that neither the City nor any representative or agent of the City has made any representation upon which the Developer relies either with respect to the conditions of the Parcel conveyed by this Agreement or with respect to the boundaries or locations thereof to the extent that they may be written herein.

IV. CONDITIONS PRECEDENT TO CONVEYANCE

4.1

(a) The City shall not be obligated to convey the Parcel to the Developer until the Developer has delivered to the City evidence that Work on the Parcel is Complete. Said evidence shall include the following:

- (1) Permits and Approvals. The Developer shall have obtained all municipal and other governmental permits and approvals required to complete the Work, including but not limited to the Certificate of Occupancy for 60 Sixth Street.
- (2) Project Completion. The structure at **60 Sixth Street** is, rehabilitated, renovated, restored, and redeveloped into a residential property fit for use.
- (3) Representations and Warranties. All representations and warranties of the City and the Developer shall be affirmed and be true and correct as of the Project Closing.

(b) The City shall not be obligated to convey the Parcel to the Developer at a date earlier than Completion to permit the Developer to obtain financing, until the Developer provides the following:

- (1) Design and Construction Contract. The Developer shall have entered into such contracts as shall be necessary to Complete the Work in compliance with the Plan and the terms hereof.
- (2) Financial Feasibility. The Developer shall demonstrate that sufficient funds are available to Complete the Work, including without limitation, loan and equity commitments containing customary and reasonably attainable contingencies and conditions which shall be sufficient to fund the cost of construction, architects, engineers, and other professional fees, taxes, insurance, legal fees, and all other reasonable needs necessary to Complete the Work.
- (3) Evidence of No Substantial Change. There shall have been no substantial change in the Work under this Agreement to be completed by the Developer. For the purposes of this section, a "substantial change," shall only have been deemed to have occurred in the event that the Developer changes the nature and purpose of the residential structure at **60 Sixth Street** or the proposed purpose for **60 Sixth Street**.
- (4) Representations and Warranties. All representations and warranties of the City and the Developer shall be affirmed to be true and correct as of Completion of the Work, or conveyance of title to the properties, whichever is later.

V. INSURANCE / INDEMNITY

5.1 The Developer agrees to procure and at all times maintain casualty and extended coverage insurance naming the City as an additional insured on all policies to the satisfaction of the City and provide proof of the same prior to entry onto the premises: to include general liability insurance in the amount of 1 million dollars (\$1,000,000) for combined single limit bodily injury and property damage coverage per occurrence, and 2 million dollars (\$2,000,000) aggregate coverage. Where a vehicle is used in performance of this contract, coverage shall be 1 million dollars (\$1,000,000) for auto liability. The Developer shall procure workers compensation coverage as defined in the Connecticut General Statutes.

5.2 To the fullest extent permitted by law, the Developer agrees to defend, pay on behalf of, indemnify and hold harmless the City of Norwich, its agents, elected and appointed officials, employees, and volunteers and others working on behalf of the City of Norwich (the "City Indemnified Parties"), against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Norwich, its agents, elected and appointed officials, employees, volunteers and others working on behalf of the City of Norwich, by reason of personal injury, including bodily injury or death and/or property damage, including loss or use thereof, or claims for worker's compensation, or improper disposal of hazardous materials, which arises out of or is in any way associated with Developer's work under this Agreement, except those arising from any of the City Indemnified Parties' gross negligence or willful and wanton misconduct.

5.3 The Developer shall, in addition to any other obligation to indemnify the City and to the fullest extent possible as permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected and officials, employees, volunteers and others working on behalf of the City of Norwich from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted from any actual or alleged act or omission of the Developer or any of his contractors or sub-contractors thereof, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). Violation of law, statute, ordinance, governmental administration, order, rule, regulation, or infringement of patent rights by the Developer in the performance of the Work; or c). Liens, claims or actions made by the Developers, or any of their contractors, sub-contractors, or employees thereof under workers compensation acts; disability benefit acts, or other employee benefit acts or any statutory bar.

Upon Completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

The Developer shall pay all claims, losses, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, statutory interest and costs.

VI. DEFAULT AND TERMINATION

6.1 An Event of Default with respect to the Developer shall mean the occurrence of any of the following events which, when applicable, continue beyond any applicable cure period: (i) the Developer's failure to observe or perform any of the material terms, conditions and covenants of this Agreement; (ii) the Developer's failure to timely satisfy the conditions precedent to this Agreement; (iii) the Developer's failure to seek permits for the project in a diligent manner, failure to commence the Work, or failure to diligently pursue Completion of the Work in accordance with the terms of this Agreement; (iv) the Developer's failure to Complete the Work within the time periods permitted except as may be extended pursuant to agreement of the City and at its sole discretion or except as a result of the City's unreasonable delay in issuing a Certificate of Occupancy.

6.2 If an Event of Default shall occur under Section 6.1 (i)-(iii) of this Agreement, then the City shall have the right to terminate this Agreement and seek monetary damages or equitable relief as appropriate under applicable law or it may elect to demand by written notice that the Developer cure the condition or event which has caused such Default. The written demand and notice to cure the Event of Default will provide the Developers thirty (30) days to cure the Default. If the Developer does not cure the Default within thirty (30) days after receipt of the written demand and notice to cure, or if such Default is of a kind which cannot be reasonably cured within thirty (30) days and the Developer does not within such thirty (30) day period commence to cure such Event of Default and diligently thereafter prosecute such cure to completion, then the Developer shall remain in Default hereunder and shall be subject to the remedies set forth in this Agreement or at law. The determination as to whether the Default has been cured shall be within the sole discretion of the City.

6.3 If the terms of this Agreement are not completed within twelve (12) months after execution of this Agreement, or any extended deadline for project completion as is contemplated in Section 2.7 may be granted by the City, whichever occurs last, the City may declare the Developer in immediate Default and, in its sole discretion, provide a written demand and notice to cure as provided in Section 6.2. Upon Default, the City shall be free to contract with substitute developers and may transfer titles to one or both of the Parcel to a party of its choosing.

6.4 Events of Default with Respect to the City. An Event of Default with respect to the City shall mean the occurrence of any of the following events which continue beyond any applicable notice or cure period: the City's failure to observe or perform any of the material terms, conditions, and covenants of this Agreement.

6.5 The parties shall extend the relevant deadlines or default milestones under the following circumstances: (a) upon written agreement of the parties; (b) by the period of delay caused by force

majeure; or (c) for the duration of any delay caused by the judicial or administrative challenge to or appeal from the issuance of any permit or approval obtained for the project, provided the Developer is diligently and continuously proceeding with its development obligations as set forth in this Agreement, to the extent feasible.

6.6 No waiver of any Default by the City shall be implied from any omission by either party to take any action in respect of such default if such Default continues or is repeated. No express written waiver of any Default shall affect any Default or cover any period of time other than the Default and period of time specified in such express waiver.

6.7 The City and the Developer agree that time is of the essence in the performance of this Agreement and all obligations hereunder.

6.8 To the maximum extent permitted by law, each party hereto waives all rights it may have to any claim for consequential damages arising out of or related in any way to this Agreement.

VII. MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS

7.1 The following representations are made with the intent that the other party rely upon the same in entering into this Agreement:

- (a) The Developer represents that it is duly authorized and empowered to undertake and complete the Work as herein described and set forth, and to execute and to deliver this Agreement to the City, together with any and all documents, deeds and instruments required hereunder to be executed and delivered in connection with this project.
- (b) The City represents that it has been duly authorized by the Norwich City Council to undertake its obligations in connection with the project as herein described and set forth, and to execute and deliver this Agreement and any and all documents, deeds, and instruments required hereunder to be executed and delivered by it for the project.
- (c) Each of the parties hereto affirmatively represent that it has engaged no broker or consultant in connection with the negotiation of this Agreement, and each hereby indemnifies and holds the other harmless against any claims for fees for such services by any person or firm.

7.2 Nothing contained in this Agreement, or in past or future transactions, shall create, or be deemed to create any partnership, principal and agent, or joint venture relationship between the City and the Developer. This Agreement shall survive the execution and delivery of any deeds or other documents required by or referred to in this Agreement.

7.3 In the event a party prevails in an action or proceeding, including an arbitration proceeding, brought to enforce any right arising hereunder, such prevailing party shall be entitled to the award of its reasonable costs and legal fees incurred in the prosecution or defense of such proceeding.

7.4 The Developer shall give prompt written notice to the City after the occurrence of any fire, earthquake, act of God, or other casualty to, or in connection with, the development of the Parcel or any portion thereof prior to project Completion.

7.5 If the any portion of the Parcel shall be damaged or destroyed by casualty prior to Completion, the Developer shall reconstruct, repair or restore it so long as it is lawful to do so to substantially the same condition in which the Parcel, including the structure at **60 Sixth Street**, existed prior to the occurrence of such casualty. The Developer shall promptly and with all due diligence complete such reconstruction, repair and restoration no later than one (1) year following the date of the casualty.

7.6 Upon the occurrence of any such casualty, the Developer shall, promptly and with all due diligence: (a) apply for and collect all applicable insurance proceeds recoverable with respect to such casualty, and (b) complete the reconstruction, restoration or repair of the Parcel.

7.7 All notices pertaining to any provision of this Agreement shall be sent:

If to the Developer: JPW Building LLC
1 Knollwood Dr., Ste. 5
Canterbury, CT 06332

If to the City: City Manager John Salomone
City Hall
100 Broadway
Norwich, CT 06360

With a copy to: Michael E. Driscoll, Esq.
Brown Jacobson P.C.
P.O. Box 391
22 Courthouse Square
Norwich, CT 06360

7.8 The parties may mutually modify the terms of this Agreement only in writing.

7.9 Upon the full and complete performance of the obligations contained in this Agreement by the Developer, and at the Developer's written request, the City shall execute and deliver quitclaim deeds for the Parcel.

7.10 EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THIS AGREEMENT IS A COMMERCIAL TRANSACTION AND WAIVE THEIR RIGHTS TO

NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE CITY MAY DESIRE TO USE, and further, waive diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, and notice of any renewals or extensions of this Agreement, and all rights under any statute of limitations, and agree that the time for performance of this Agreement may be changed and extended at City's sole discretion, without impairing its liability thereon, and further consent to the release of all or any part of the security for the payment hereof at the discretion of City, or the release of any party liable for this obligation without affecting the liability of the other parties hereto. Any delay on the part of City in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted for one occasion shall not operate as a waiver in the event of any subsequent default. TO THE EXTENT ALLOWED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING HEREUNDER OR RELATIVE TO ANY AGREEMENT, WRITTEN OR ORAL, EVIDENCING, GOVERNING OR SECURING THIS AGREEMENT.

7.11 It is expressly understood that no Property shall be used in any manner by the Developer for any purpose not anticipated under this Agreement without the express consent of the City Council in each instance and for each use for a period of two (2) years following transfer of title to the Developer.

7.12 The City and Developer shall each be responsible for their own costs and legal fees relating to the negotiation and finalizing of this Agreement.

7.13 Upon the full and complete performance of its obligations contained in this Agreement by the Developer, and at the Developer's written request, the City shall execute and deliver a written release of Developer's obligations hereunder, excepting only the express indemnities of Developer herein contained.

7.14 This Agreement shall be governed by the laws of the State of Connecticut and enforceable in its courts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

CITY OF NORWICH (City)

By: _____
John Salomone
City Manager
Duly Authorized

JPW Building LLC (Developer)

By: _____

APPROVED AS TO FORM
AND LEGALITY ON August , 2017

Michael E. Driscoll, Esq.
Corporation Counsel
City of Norwich, Connecticut

SCHEDULE A



City of Norwich

Department of Finance – Purchasing Agent
100 Broadway, Room No. 105
Norwich, CT 06360

Phone: (860)823-3706
Fax: (860)823-3812
E-mail: whathaway@cityofnorwich.org

REQUEST FOR PROPOSALS

RFP No.: 17-10

Opening Date and Time: February 16, 2017 at 2:00 P.M.

Title: Development of Property at 60 6th Street, Norwich, CT

Special Instructions:

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.: 17-10

Not to be opened until February 16, 2017 at 2:00 P.M.

Return Proposals to:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431



RETURN THIS FORM IMMEDIATELY

CITY OF NORWICH, CONNECTICUT

Acknowledgement of Receipt of RFP Documents

RFP No.: 17-10

Title: Development of Property Located at 60 6th Street, Norwich, CT

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 01/05/2017

Date Documents Received: _____/_____/_____

Do you plan to submit a response? _____ Yes _____ No

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP

60 6th Street Committee of Sale

RFP No. 17-10

**Request for Proposals for Development of the
Property at
60 6th Street
*Norwich, CT***

Issued: January 5, 2017

Responses Due: February 16, 2017

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1 INTRODUCTION

This Request for Proposals (“RFP”) is issued by the 60 6th Street Committee (hereafter “the Committee”) on behalf of the City of Norwich. The RFP is issued for the purpose of recruiting developers including individuals, who may be from the public or private sector (“Respondents”), to preserve, develop, rehabilitate, design, construct, manage, finance, market, lease and reuse the subject parcel. With this RFP, the City of Norwich is actively soliciting Proposals - the timing, form and substance of which are described in Section 2. below – from Respondents who wish to participate in the ongoing redevelopment of the City of Norwich. The RFP involves one (1) parcel constituting one project: 60 6th Street.

1.1 OVERVIEW

The Committee was established pursuant to Resolution adopted by the Council of the City of Norwich on October 3, 2016. Its purpose is to select and recommend to the Council a proposed developer for the redevelopment or reuse of 60 6th Street as part of the City of Norwich’s effort to revitalize properties which are considered blighted and/or abandoned. The Program offers City owned real estate to individuals or entities willing to rehabilitate the property for residential, commercial, or non-profit use in compliance with all applicable municipal requirements including zoning restrictions. The property will remain owned by the City of Norwich until work is completed on the subject parcel. When title is transferred, it will be pursuant to a quitclaim deed in consideration of one (\$1) dollar and, if applicable, a commitment to complete all necessary improvements within twelve (12) months of the date of execution of the development agreement. The City may agree to convey the property at an earlier date to permit the financing of the project by a qualified lender subject to terms and conditions acceptable to the City. The Committee is to report its recommendations to the Council by the Council’s meeting on March 20, 2017.

1.2 MINIMUM QUALIFICATION CRITERIA

- Respondent cannot be a previous owner of property taken through the foreclosure process;
- Respondent must be current on all City of Norwich taxes and fees;
- Respondent must provide proof of and possess the financial wherewithal to complete the work proposed;
- Respondent must furnish a \$5,000 performance bond, letter of credit, or passbook savings account payable to the City of Norwich and may not draw upon the bank account or cancel the line of credit without first receiving City approval;
- Respondent may be required to maintain and provide proof of insurance against property loss commensurate with the property value after completion of the proposed improvements and proof of adequate insurance for personal injury, all in amounts and by carriers satisfactory to the City.

1.3 CRITERIA

The Committee will conduct a selection process and thereafter issue a recommendation for a proposed developer to the Norwich City Council that will focus on the following criteria:

- Adherence to minimum qualification criteria; only applications that evidence compliance with the minimum criteria will be given further consideration by the Committee;
- The specificity of the proposed work plan including architectural drawings and site plans for the property where applicable;
- Retention of existing architectural features;
- The depth and nature of the Respondent's past proven success on similar projects;
- The Respondent's financial capabilities;
- The Respondent's ability to work cooperatively with the City of Norwich, its staff and Commissions;
- The Respondent's ability to perform on time and on goal;
- Preference will be given to the proposal that most greatly increases the values of the properties.

1.4 SELECTION PREFERENCES (listed in order of preference as a-d)

- a. Respondent renovating into owner-occupied unit(s).
- b. Respondent renovating into rental units.
- c. Respondent renovating and selling property.
- d. Respondent proposal of a use not listed above.

1.5 SELECTION PROCESS AND PROJECT SCHEDULE

In general, the selection process is as follows: (1) selection of "Qualified Respondent(s)" based on responses to the RFP; (2) review, interviews, clarification and evaluation of Proposals from Qualified Respondents by the Committee with assistance from city administrative staff as assigned by the city manager; (3) preliminary negotiation of Development Agreements with Qualified Respondents by the Committee; (4) selection of, and negotiations with, the "Selected Respondent" by the Committee resulting in a proposed agreement; and (5) the proposed agreement with the "Selected Respondent" will be forwarded to the Norwich City Council for further action. The City of Norwich through the City Council reserves the right to accept or reject the Committee recommendation for a proposed developer for any reason reserving the right to itself to amend or modify the terms of any proposal or to refer the RFP back to the Committee for further review based upon the criteria identified in the RFP or by the City Council.

Proposals will be evaluated through the selection process to determine if the Respondents meet the Minimum Qualification Criteria set forth in Section 1.2 herein. The Committee and/or the Norwich City Council reserves the right to enter negotiations with any and all Respondents and reject any proposal at any time in the selection process.

Any Respondent designated as a Qualified Respondent shall be a party financially, technically and administratively capable of undertaking the development, including design, construction, management, financing, marketing, leasing and operation, of the property at 60 6th Street. It should be noted at the outset of this process that the final evaluation of responses to the RFP from the Respondents is expected to take into account several factors including, but not limited to, construction expertise, cost, degree of contractual risk assumed, guarantees, and ability to provide financial assurances. The City of Norwich is seeking Respondents capable of performing all necessary work in a timely and competent manner and able to make a sufficient

financial commitment to the development project that will support the long-term viability of the property.

Any agreement with the city will require that there be no occupancy of any portion of any of the property to be conveyed prior to the completion of renovations as required in the development agreement and transfer of property.

The following schedule identifies major activities and anticipated dates in the selection process.

RFP Issued:	January 5, 2017
Property Review:	
Open House:	10:00 AM - 12:00 PM, Wednesday, January 18, 2017 2:00 PM - 4:00 PM, Thursday, January 19, 2017 Other times: by appointment if necessary
Proposals Due:	February 16, 2017 at 2:00 P.M.

Following receipt of Respondent's Qualification Statement, the Committee, with the assistance of city administrative staff when necessary, will screen applications pursuant to the Minimum Qualification Criteria outlined in Section 1.2. Thereafter, it will schedule interviews with Qualified Respondents at the parties' mutual convenience and initiate the interview process. Upon completion of the selection of a candidate as proposed developer, it will forward its recommendation, including supporting documentation, to the Norwich City Council for additional investigation, approval, or rejection in accordance with the Resolutions adopted by the Council for the City of Norwich on December 19, 2016 and December 19, 2016.

2 SUBMISSION OF RESPONSES

2.1 INQUIRIES

All questions regarding the request for proposals must be sent in writing no later than January 31, 2017 at 12:00 P. M. to the chairman of the 60th Street Committee in care of the City Purchasing Agent via e-mail to whathaway@cityofnorwich.org or by fax to (860)823-3812.

2.2 DEADLINE

Qualification Statements are due on February 16, 2017 and must be received by 2:00 p.m. on that date. Documents should be sent to:

Soffie Noblich, Chairman
c/o William Hathaway, Purchasing Agent
City Hall
100 Broadway
Norwich, CT 06360

Late Proposals may result in not being evaluated under this RFP. They may be considered as unsolicited proposals, subsequent to the RFP process.

2.3 FORMAT

Respondents are asked to submit three (3) copies of their Proposals; one of these copies should be unbound and ready for duplication. Submissions should be tabbed for easy reference, and, to the extent possible, cross-referencing should be avoided.

2.4 CONTENTS

Respondents are asked to conform their Proposals to the Table of Contents including all specified criteria identified in the RFP. All requested information shall be provided.

2.4.1 Letter of Qualification

The Letter of Qualification provided at Appendix A of this RFP shall be executed and returned. It shall be prepared on Respondent's letterhead. The City will not accept modifications to the language in this letter.

2.4.2 Letter of Intent

The Letter of Intent provided at Appendix B of this RFP shall be executed and returned. It shall be prepared on Respondent's letterhead. The City will not accept modifications to the language in the letter.

2.4.3 Background Information/Business Qualifications

The City of Norwich requests, with respect to the parcel identified:

- a. A statement of Respondent's willingness to assume overall responsibility for implementation of the project;
- b. A statement that, if selected, Respondent will make provision for meaningful performance and completion guarantees;
- c. A statement that, if selected, Respondent will design and construct the project(s) in accordance with the terms and specifications agreed to by the City and Respondent.
- d. A statement that, if selected, Respondent will pay damages in the event that the project(s) are not completed on the timelines memorialized in the Agreement;
- e. A statement that, if selected, Respondent will maintain appropriate insurance policies at levels specified in the Agreement, will name the City of Norwich as an additional insured, and will indemnify the City of Norwich.
- f. A statement that indicated the approximate percentage or amount of equity that Respondent would invest in each project indicated.

In addition, the City of Norwich requests:

- g. Evidence that Respondent has an acceptable record of business practices, including compliance with municipal ordinances, labor, and environmental laws;
- h. Any additional information that Respondent wishes to provide, including description of Respondent's business approach.

2.4.4 Relevant Experience

- A. Respondent shall demonstrate the ability to perform on time, on budget, and on goal.
- B. Respondent shall demonstrate the ability to refurbish, renovate, and rehabilitate the subject premises in accordance with the State of Connecticut Building Code and industry standards of workmanship.
- C. During the interview process, the Respondent will be expected to be able to provide and discuss information with respect to at least three reference projects, preferably similar in scope and nature to the subject of this RFP, including information as to rental income for the last two years. Upon request, the respondent will be required to provide evidence that the reference projects were developed consistent with contractual requirements, including without limitation, financing commitments, and were completed in a timely manner. The Respondent will be permitted to provide an explanation in the event any project was delayed, and may be required to provide additional evidence with respect to the same. Respondent should be prepared to discuss the following with respect to each reference project, and be prepared, upon request to provide the following in written form:
1. Name and location of project;
 2. Names and telephone numbers of municipal officials responsible for oversight of project;
 3. A reasonably detailed description of the building, including design, construction, and financing structure;
 4. Total development costs;
 5. The Respondent's role in project development, design, permitting, financing, construction, rehabilitation (if any), operation, maintenance and marketing;
 6. Development timeline, including construction start and completion dates;
 7. Any claims, litigation, judgments, notices of violations, or administrative enforcement actions arising out of the construction and/or operation of the project.

3 AFFIRMATIVE ACTION STATEMENT

The City of Norwich is an Affirmative Action/Equal Opportunity Organization. Minority/Women's Business Enterprises are encouraged to submit Qualification Statements.

4 CONDITIONS

By responding to this RFP, each Respondent will be deemed to acknowledge and consent to the following conditions relative to the qualification process and the selection of Qualified Respondents:

- Except as otherwise noted herein, Respondent(s) are discouraged from contacting any city official, board member, or city employee regarding this RFP and the matters discussed therein.
- All costs incurred in connection with responding to this RFP will be borne solely by the Respondent;

- The City reserves the right to reject, for any reason, any and all responses and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement;
- The City reserves the right to eliminate from consideration any Respondent who submits incomplete, inadequate responses, or is not responsive to the requirements of this RFP;
- The City may qualify Respondents whose responses contain immaterial deviations from the Minimum Qualification Criteria;
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information, or to withdraw this RFP at any time;
- The City may, at its discretion, waive any provision herein as it deems in the best interests of the projects;
- All Proposals shall become the property of the City and will not be returned and may be made available to the public. The City will attempt to avoid disclosing confidential financial information submitted with any proposal, but does not agree to guarantee confidentiality;
- All contracts relating to the projects will be governed by the laws of the State of Connecticut and the policies and procedures of the City of Norwich;
- Any Proposals not received by 2:00 p.m. Eastern Standard Time on may be rejected, unless Respondent requests that such be considered as an unsolicited proposal;
- The Respondent, in addition to the procedure set forth herein, which includes attending an interview and, if requested, providing written answers to questions to the 60 6th Street Committee, shall be required, if so requested, to meet with counsel of the City of Norwich, or a committee or subcommittee thereof, before the Council selects a developer;
- The formation of a joint venture after qualification, and any change in a prequalified joint venture, will be subject to the written approval of the City and may be denied if: (i) any participant withdraws from the joint venture and the remaining participants do not meet the qualifying requirements, or (ii) any new participants to a joint venture are not qualified, individually, or as another joint venture;
- The City reserves the right to permit a Respondent or Principal Company to remain in the procurement process as long as it is able to demonstrate that it meets the Minimum Qualification Criteria set forth in section 1.2 above.

FORM 1: RESPONDENT BACKGROUND INFORMATION

1. _____ (Respondent Name)

2. Principal Place of Business (Company headquarters or residence)

3. Type of Business Entity (corporation, partnership, business trust, etc. if applicable)

4. Names of Company Officers:

President _____

Agent for Service _____

5. Summarize the Company's (or the Individual's) principal line(s) of business.

APPENDIX A: LETTER OF QUALIFICATIONS

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals (RFP) regarding the property at 60 6th Street issued by the City of Norwich on January 5, 2017.

We affirm that the contents of our Proposal, which is incorporated herein by reference, are accurate, factual and complete to the best of our knowledge and belief and are made in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Individual)

(Signature of Authorized Officer*)

(Type Name and Title)

(Type Name and Title)

Dated:

Dated:

** If a joint venture, partnership or other formal organization of firms is (are) submitting a Qualification Statement, each participant shall execute and submit this Letter of Qualifications.*

APPENDIX B: LETTER OF INTENT

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 60 6th Street issued by the City of Norwich in accordance with the provisions contained therein.

(Name of Respondent) states that the contents of the Proposal contains accurate, factual and complete information,

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

(Name of Respondent) agrees that it will assume overall responsibility for the performance of its team in implementing the project and is prepared to offer the types of financial guarantees of its performance as indicated in Section 1.2 of this RFP.

(Name of Respondent) declares, represents and warrants that it has no legal claims or actions of any kind (other than property tax challenges) pending or threatened against either the City of Norwich and hereby waives and releases any right to assert any such claims now or in the future.

(Name of Respondent) hereby declares that the only persons participating in this Proposal as principals are named herein and that no person other than herein mentioned has any participation in the Proposal or in the Agreement to be entered into. Additional persons may subsequently be included as participating principals only if acceptable to the City.

(Name of Respondent) declares that this Proposal is made without connection with any other person, firm, or party who has submitted a Proposal, except as follows: _____ and that it has been prepared and submitted in good faith and without collusion or fraud.

(Signature of Authorized Individual)

(Typed Name and Title)

(Name of Respondent)

APPENDIX C: COMMITMENT TO NEGOTIATE

(Note: To be prepared on Principal Company's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 60 6th Street, issued by the City of Norwich on January 5, 2017

(Name of Respondent) states that the content of the Proposal contains accurate, factual and complete information.

(Name of Respondent) understands that the City reserves the right to proceed directly to negotiation of an Agreement. If the City Council selects the Respondent to engage in negotiation of an Agreement on the project in which the Respondents has expressed interest as noted on Form 2 attached to the RFP, this is to confirm that the Respondent is committed to negotiate in good faith the terms and condition of such Development Agreement(s) with the City through the Board in a timely fashion.

(Name of Respondent) agrees that it will not request assistance from the State of Connecticut for implementation of the project without written consent of the City.

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

RESPONDENT:

By: _____
(Signature of Authorized Individual)

(Printed Name)

CITY OF NORWICH:

By: _____
(Signature of Authorized Individual)

(Printed Name)

SCHEDULE B



Proposed Development Plans for 60 6th St. Norwich

JPW Building, LLC intends to develop 60 6th St. into four Section 8 HUD approved three bedroom units.

The first phase of the redevelopment would include the salvaging of all the structural timber for resale. Also, the existing interior stairway showcases the craftsmanship of the early carpenters and we would like to remove it from the site and restore to original condition and place it in a museum that displays early woodworking, and architecture.

The second phase is to expand the footprint slightly to accommodate four – three bedroom units, then construct the four-unit building and necessary site improvements.

JPW Building, LLC has an alternative development plan for 60 6th St if the first plan proves to be too costly of an investment for the anticipated return. That plan would involve the legal removal of all hazardous material and then renovate the existing structure to accommodate two or three Section 8 HUD approved rental units. We would possibly still relocate the existing stairway someplace that will showcase the early craftsmanship. The remainder of the buildings architectural features would most likely be covered with modern finishes.

A handwritten signature in dark ink, appearing to read 'J. M. Ashby', is written in a cursive style.



Western Surety Company

PERFORMANCE BOND

Bond Number: 71802115

KNOW ALL PERSONS BY THESE PRESENTS, That we JPM Building, LLC of _____
1 Knollwood Dr., Ste. 5, Canterbury, CT 06331, hereinafter
referred to as the Principal, and Western Surety Company,
as Surety, are held and firmly bound unto City of Norwich
of Union Square, Norwich, CT 06360, hereinafter
referred to as the Oblige, in the sum of Five Thousand and 00/100
Dollars (\$ 5,000.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the _____ day of _____,
_____, for Development of Property at 60 5th St

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null
and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction
in the location in which the work or part of the work is located and shall be instituted within two years after
Contractor Default or within two years after the Contractor ceased working or within two years after the Surety
refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this
Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the
jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

SIGNED, SEALED AND DATED this 2nd day of March, 2017.

JPM Building, LLC

(Principal)
By [Signature] (Seal)

Western Surety Company

(Surety)
By [Signature] (Seal)
Diana Lyn Buscetto Attorney-in-Fact





Western Surety Company

PAYMENT BOND

Bond Number: 71882115

KNOW ALL PERSONS BY THESE PRESENTS, That we JRW Building, LLC
 _____ of
1 Knollwood Dr., Ste. 5, Canterbury, CT 06331, hereinafter
 referred to as the Principal, and Western Surety Company
 as Surety, are held and firmly bound unto City of Norwich
 of Union Square, Norwich, CT 06360, hereinafter
 referred to as the Oblige, in the sum of Five Thousand and 00/100
 Dollars (\$5,000.00), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated _____ day of _____,
 _____, for Development of Property at 60 6th St.

_____ copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 2nd day of March, 2017.

JRW Building, LLC
 _____ (Principal)

By _____ (Seal)

Western Surety Company
 _____ (Surety)

By Diana Lyn Bussetto (Seal)
 _____ Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71862115

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Diana Lyn Buscetto

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: JFW Building, LLC

Obligee: City of Norwich

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 2, 2018, but until such time shall be irrevocable and in full force and effect.

In testimony whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruffat, and its Secretary, J. Mohr, on this 2nd day of March, 2017.

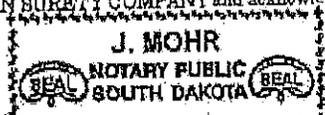


WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Vice President

On this 2nd day of March, in the year 2017, before me, a notary public, personally appeared Paul T. Bruffat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of March, 2017.

WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



1 Knollwood Dr., Suite 5

Canterbury, CT 06331

2.4.1

APPENDIX A: LETTER OF QUALIFICATIONS

Dear William R. Hathaway, Purchasing Agent:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals (RFP) regarding the property at 60 6th Street issued by the City of Norwich on January 5, 2017.

We affirm that the contents of our Proposal, which is incorporated herein by reference, are accurate, factual and complete to the best of our knowledge and belief and are made in good faith upon express understanding that any false statement may result in the disqualification of JPW Building, LLC.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

[Handwritten Signature]
(Signature of Individual)

(Signature of Authorized Officer*)

Jeff Warcholik, Owner
(Type Name and Title)

(Type Name and Title)

2-2-17
Dated:

Dated:

* If a joint venture, partnership or other formal organization of firms is (are) submitting a Qualification Statement, each participant shall execute and submit this Letter of Qualifications.



2.4.2

APPENDIX B: LETTER OF INTENT

Dear William R. Hathaway, Purchasing Agent:

JPW Building, LLC has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 60 6th Street issued by the City of Norwich in accordance with the provisions contained therein.

JPW Building, LLC states that the contents of the Proposal contains accurate, factual and complete information,

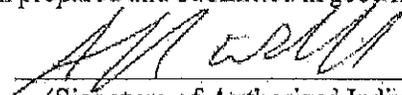
JPW Building, LLC acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the JPW Building, LLC.

JPW Building, LLC agrees that it will assume overall responsibility for the performance of its team in implementing the project and is prepared to offer the types of financial guarantees of its performance as indicated in Section 1.2 of this RFP.

JPW Building, LLC declares, represents and warrants that it has no legal claims or actions of any kind (other than property tax challenges) pending or threatened against either the City of Norwich and hereby waives and releases any right to assert any such claims now or in the future.

JPW Building, LLC hereby declares that the only persons participating in this Proposal as principals are named herein and that no person other than herein mentioned has any participation in the Proposal or in the Agreement to be entered into. Additional persons may subsequently be included as participating principals only if acceptable to the City.

JPW Building, LLC declares that this Proposal is made without connection with any other person, firm, or party who has submitted a Proposal, except as follows: N/A and that it has been prepared and submitted in good faith and without collusion or fraud.



(Signature of Authorized Individual)

Jeff Warcholik, Owner

(Typed Name and Title)

JPW Building, LLC

(Name of Respondent)



FORM 1: RESPONDENT BACKGROUND INFORMATION

1. (Respondent Name) JPW Building, LLC

2. Principal Place of Business (Company headquarters or residence)
1 Knollwood Drive, Suite 5
Canterbury, CT 06331

3. Type of Business Entity (corporation, partnership, business trust, etc. if applicable)
Limited Liability Company

4. Names of Company Officers: Jeff Warcholik, Owner
Agent for Service: None

5. Summarize the Company's (or the Individual's) principal line(s) of business.
Residential & commercial new construction & remodeling



2.4.3

Background Information / Business Qualifications

- a. JPW Building, LLC is willing to assume overall responsibility for implementation of the project.
- b. JPW Building, LLC will make provision for meaningful performance and completion guarantees.
- c. JPW Building, LLC will design and construct the project(s) in accordance with the terms and specifications agreed to by the City and Respondent.
- d. JPW Building, LLC will pay damages if the project(s) are not completed on the timelines memorialized in the Agreement.
- e. JPW Building, LLC will maintain appropriate insurance policies at levels specified in the Agreement, will name the City of Norwich as an additional insured, and will indemnify the City of Norwich.
- f. JPW Building, LLC upon completion of the project will have an approximate 50% equity in the property.
- g. Evidence that Respondent has an acceptable record of business practices, including compliance with municipal ordinances, labor, and environmental laws; JPW Building, LLC has no past or pending cases, trials or suits. JPW Building, LLC follows all municipal ordinances, labor laws and environmental laws.
- h. Any additional information that Respondent wishes to provide, including description of Respondent's business approach.
JPW Building, LLC has been involved with and performed many different residential and commercial development projects. JPW Building, LLC has been in all different positions in these projects from, general contractor that subcontracts all trades to general contractor performing one or more trades on different projects. This gives us the experience and knowledge to complete any development project.



2.4.4

Relevant Experience

Power Point
Attachments

JPW BUILDING, LLC

Commercial & Residential Projects

AN AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER
JPW Building, LLC is an Affirmative Action/Equal Opportunity Employer and strongly encourages the applications of women, minorities and persons with disabilities.

State of CT New Home Construction Contractor # NHC.0005389
State of CT Home Improvement Contractor # HIC.0583993
State of Rhode Island Registration # 30560



Contact Information

1 Knollwood Dr., Suite #5
Canterbury, CT 06331

Phone: 860-546-6292

Fax: 860-556-9381

Email: sales@jpwbuildingllc.com



About Us:

JPW Building, LLC is a full service contractor committed to quality workmanship. We at JPW Building, LLC still have old fashion work ethics with modern techniques to complete any project you may have. Taking pride in the work being done is the main focus of our company and employees.

JPW Building, LLC has been a family owned business in Eastern CT for over 20 years. The professionals at JPW Building, LLC are committed to maximizing your biggest investment with the latest materials and construction methods. We make use of energy efficient products and sustainable resources with every building project possible, to increase the value and reduce energy costs.

With over 20 years of experience in the construction industry, JPW Building, LLC has completed all types of new home construction and remodeling projects along with many commercial projects. We are committed to helping you make the most out of your investment. Whether you are planning to remodel or building brand new, you can trust us to be sure that you are getting the best materials and workmanship.

JPW Building, LLC is compliant with all state regulations and is fully insured with both general liability and workers compensation insurance.

Safety is of utmost importance to us. We strive to complete every job with out any injuries. All subcontractors and employees are required to adhere to all OSHA regulations and company safety guidelines.

Our Mission:

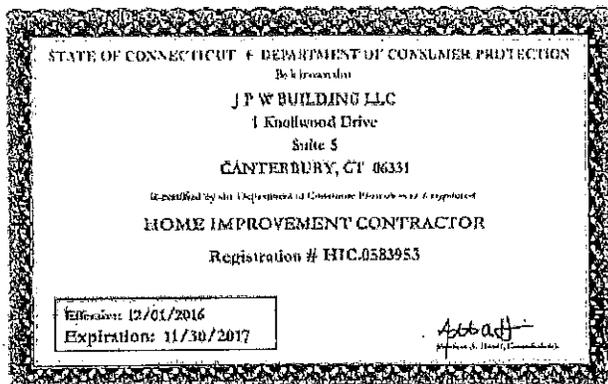
We're passionate about delivering an exceptional building experience. When you hire us, you're hiring a team of professionals who are trained and skilled to deliver lasting value to your project.

We apply the most innovative and cutting edge designs in today's residential and commercial building markets. We strive to deliver your project on time with no accidents and on budget.

Qualifications

- Registered as a Home Improvement Contractor and a New Home Construction Contractor with the State of CT
- Registered Contractor in the State of RI
- Fully insured
- OSHA Certified
- Small Business Enterprise Certified
- EPA Certified Contractor
- Voted Northeastern CT's Best Home Contractor 2016

State of CT Registration



DAS Small Business Enterprise Certificate

State of Connecticut
Department of Administrative Services
Supplier Diversity Program

This Certifies **JPW Building, LLC**

250 Water Street, Cheshire, CT 06831

Is a **Small Business Enterprise**
February 27, 2016 through February 26, 2018

Owned by **J.P. Wilson**

Contact: Deborah A. Winkler *Telephone:* 860-418-4390 Ext. *FAX:* 860-438-9118
Email: dwinkler@das.state.ct.us *Website:* www.pwsedallright.com
Address: Unpublished

Carl J. Wilson
DAS Procurement Director

* This certificate is not a guarantee of performance and is subject to the rules and regulations in general and to the terms and conditions of a contract.

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2016
NORWICH
MASSACHUSETTS
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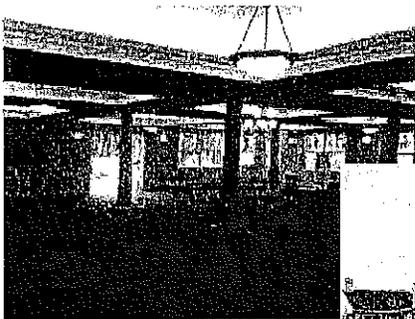


Best Home Contractor

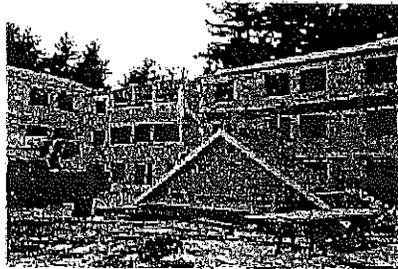
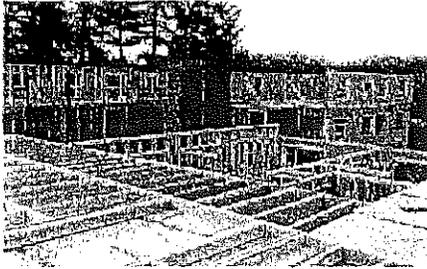
JPW Building, LLC

Previous Commercial Projects

Senior Assisted Living Facility ~ Glastonbury, CT



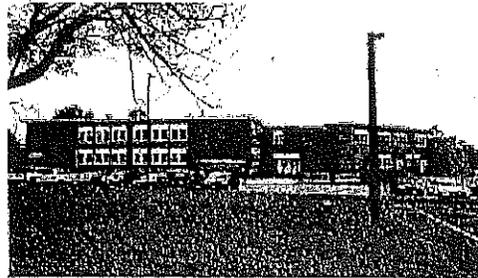
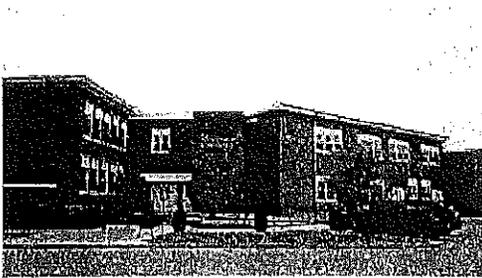
Winter Grove Senior Housing ~ Southington, CT



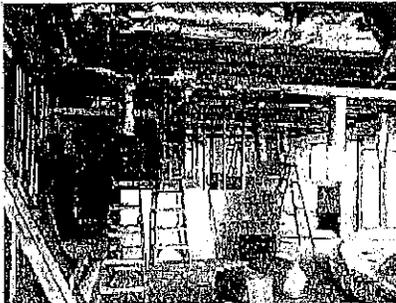
Winter Grove Senior Housing ~ Southington, CT



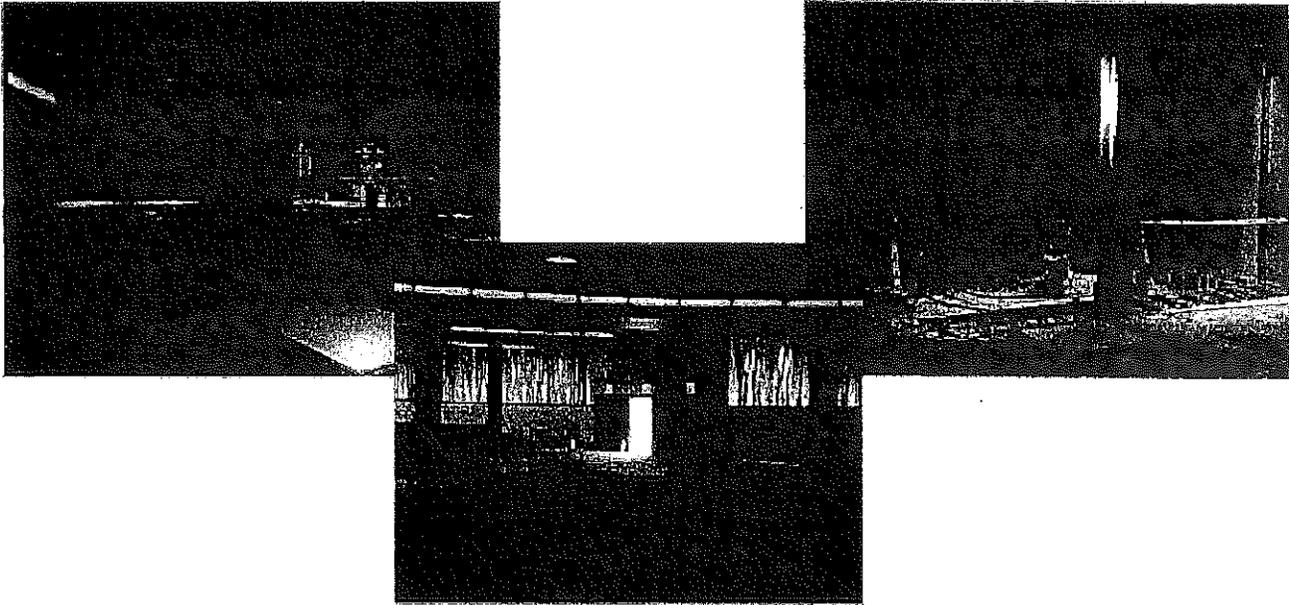
Replacement Windows ~ Waterford Town Hall



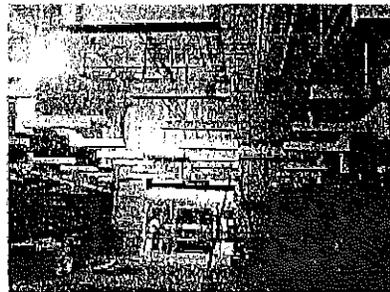
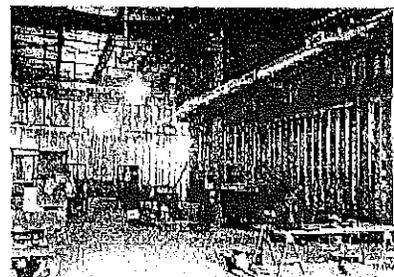
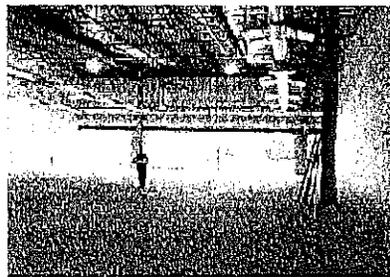
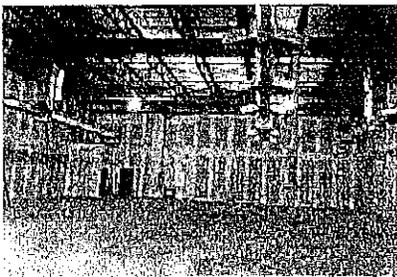
Smash Burger ~ Milford, CT



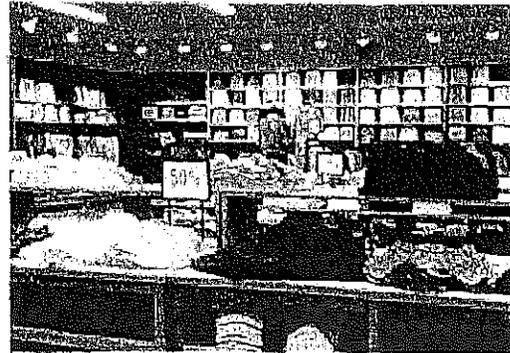
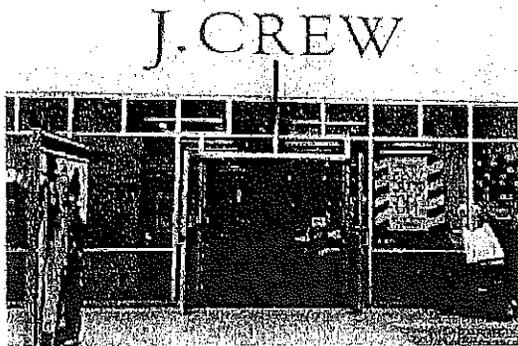
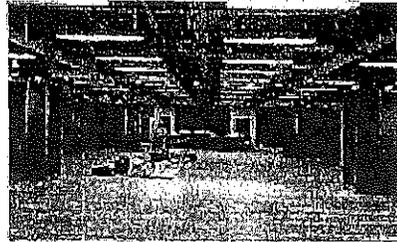
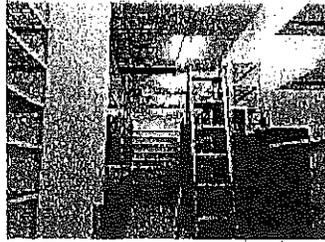
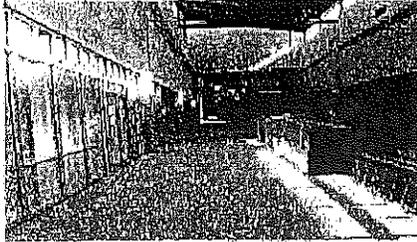
Comix ~ Mohegan Sun, Montville, CT



J Crew ~ Tanger Outlets, Foxwoods



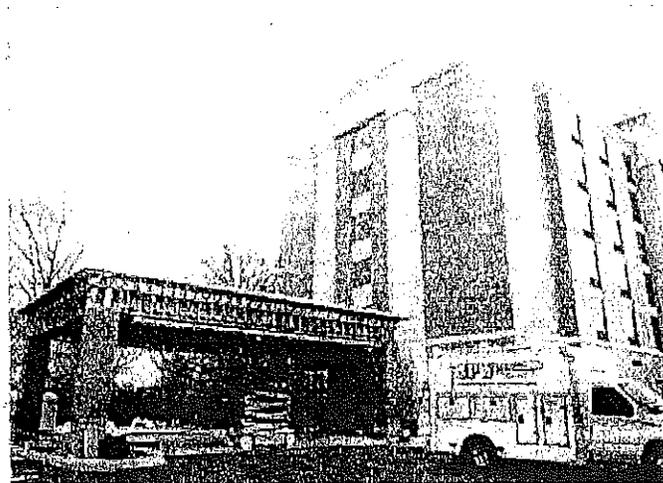
J Crew ~ Tanger Outlets, Foxwoods



Hampton Inn ~ Norwich, CT

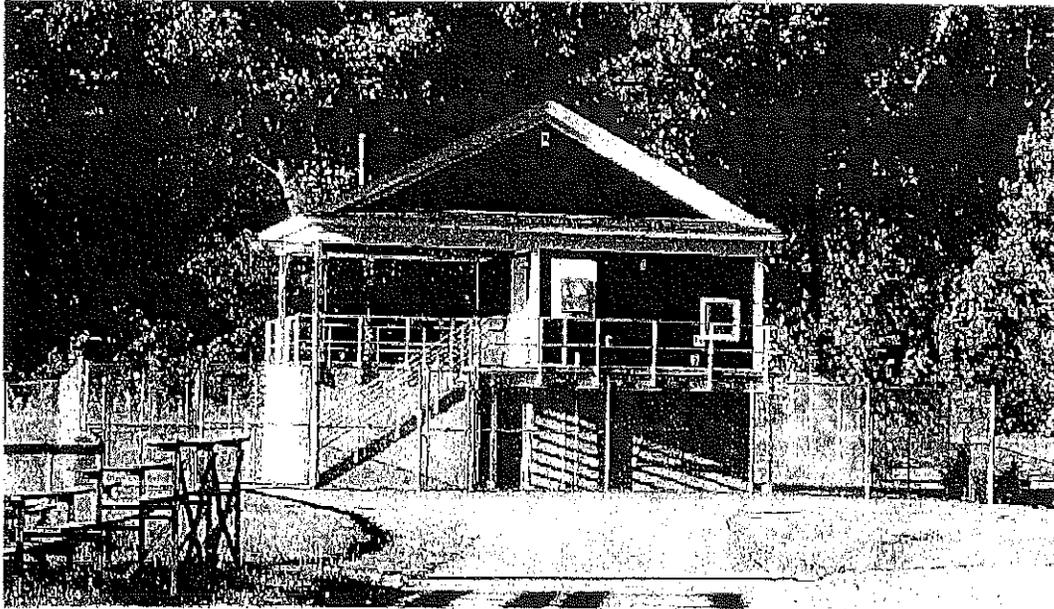
NORWICH

Hotel closer to completion



Workers put finishing touches on a corner of the Hampton Inn that was under way for years and is now being finished on Route 62 in Norwich. Photo by Chris M. ...

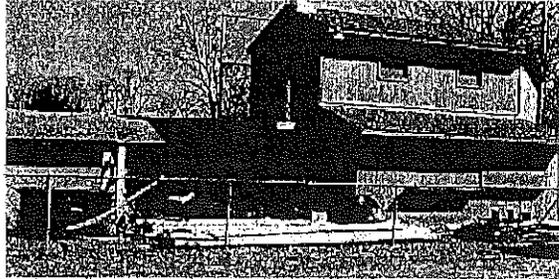
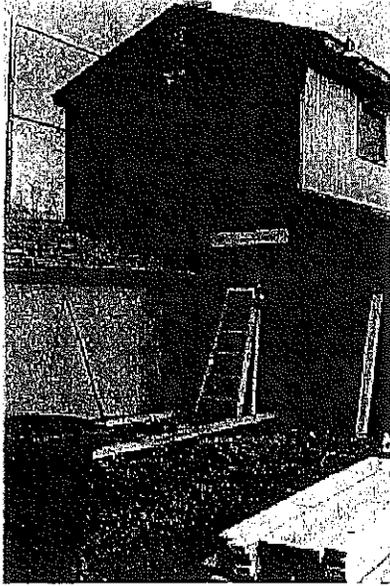
Pump House ~ Sprague, CT



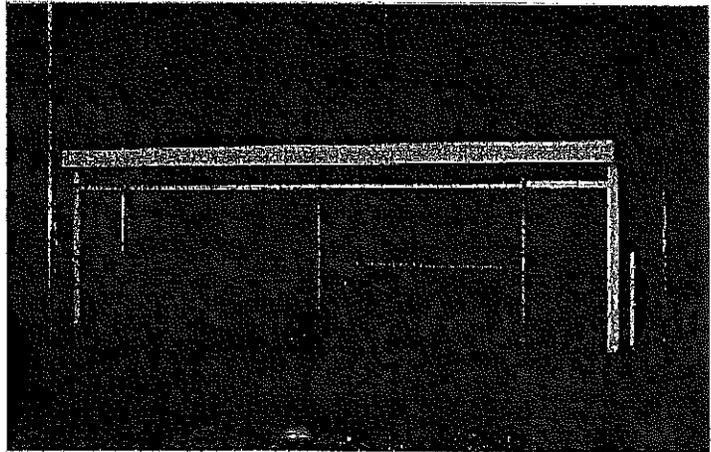
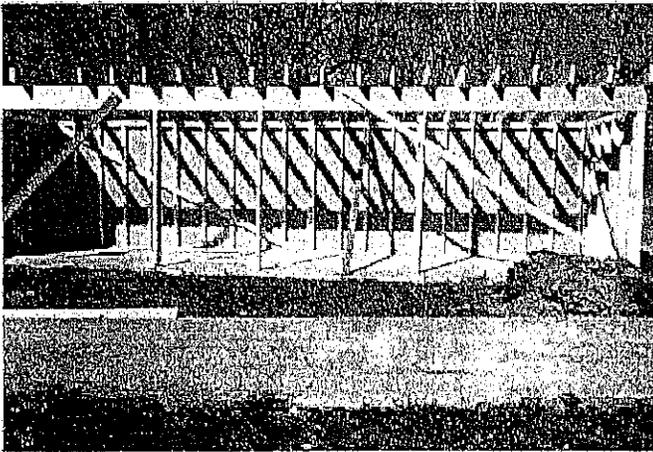
Navy Base ATRP Housing Renovations ~ Newport, RI



Frink Field Stairs ~ Canterbury, CT



Dugouts ~ Canterbury, CT



Previous Residential Projects

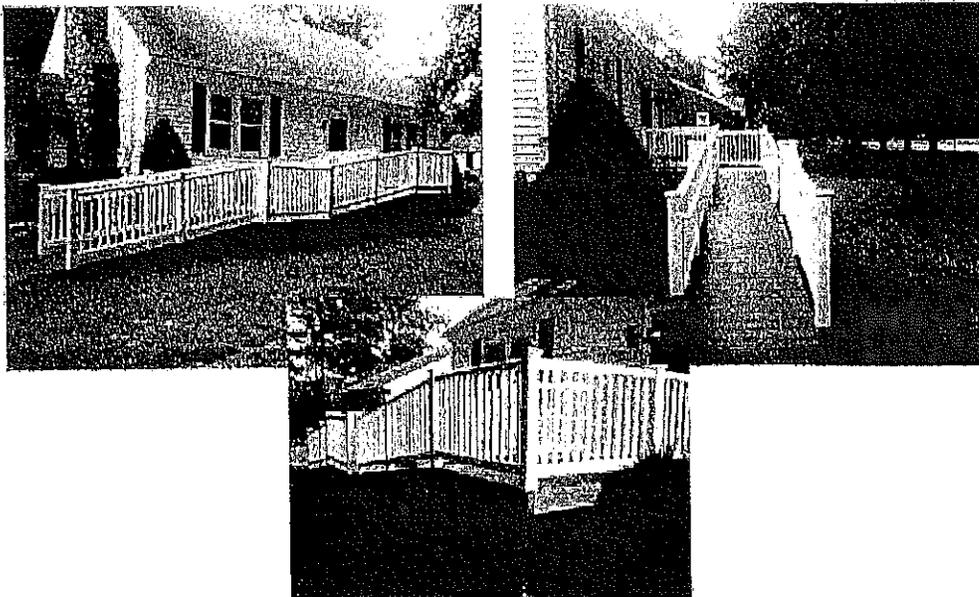
New Construction ~ Waterford, CT



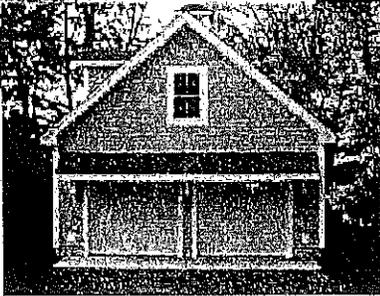
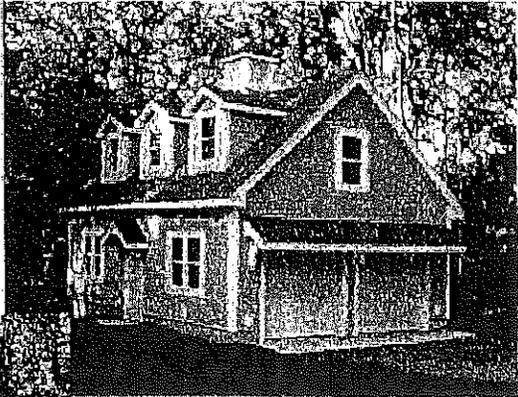
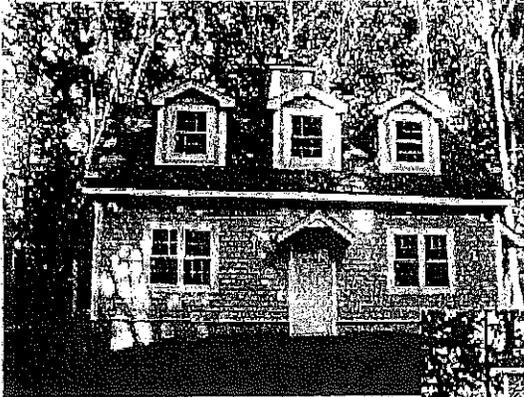
New Construction ~ Canterbury, CT



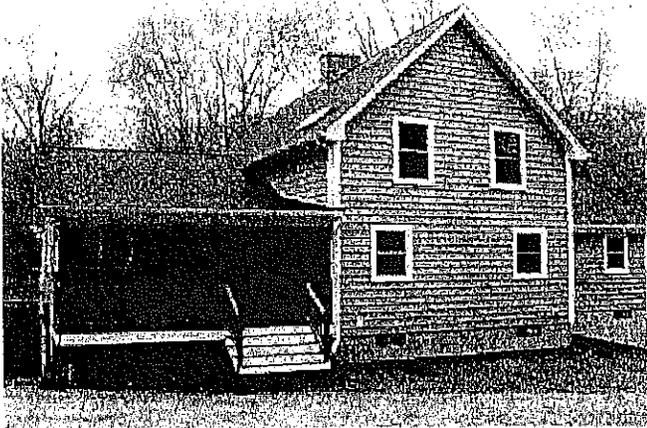
ADA Accessibility Wheelchair Ramp ~ Colchester, CT



New Construction ~ Bozrah, CT



New Construction ~ Brooklyn, CT



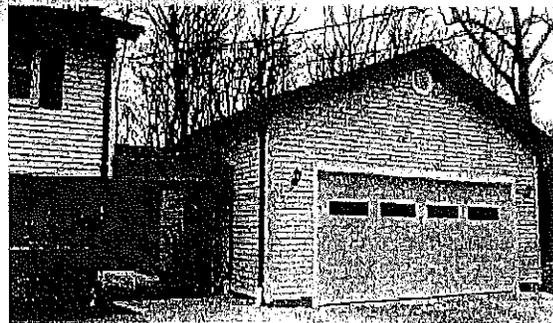
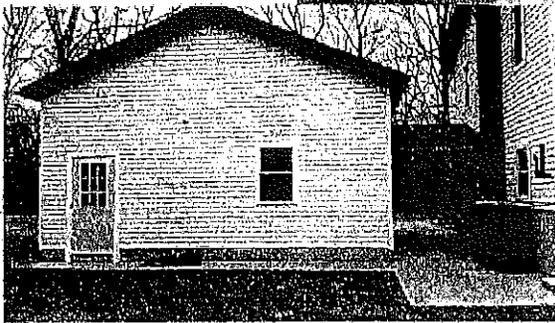
New Home ~ Old Saybrook, CT



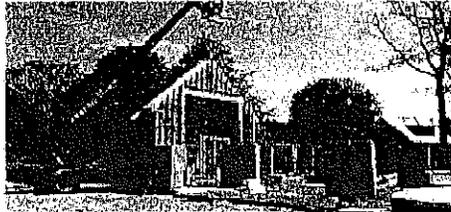
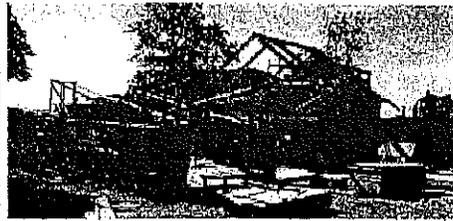
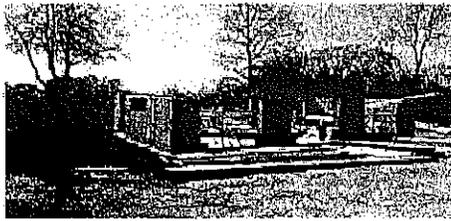
Deck ~ Griswold, CT



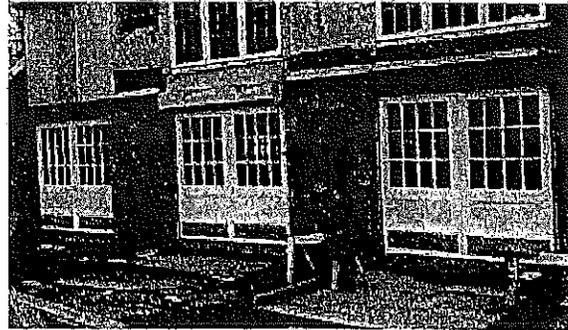
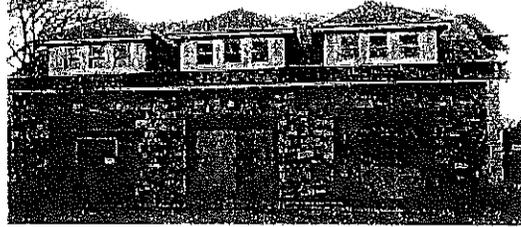
Garage ~ Montville, CT



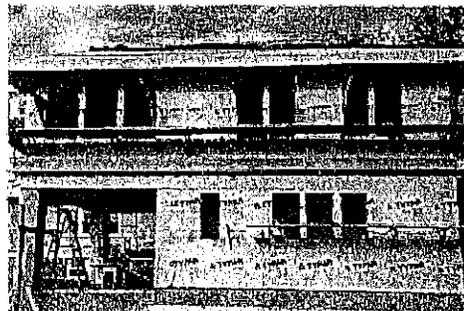
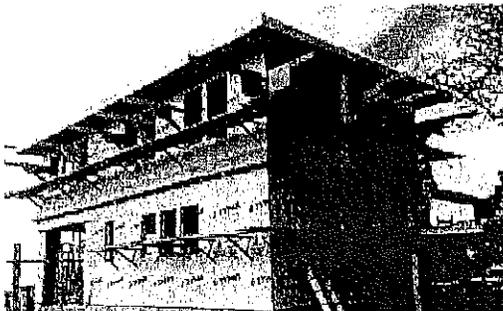
New Garage ~ Watch Hill, RI



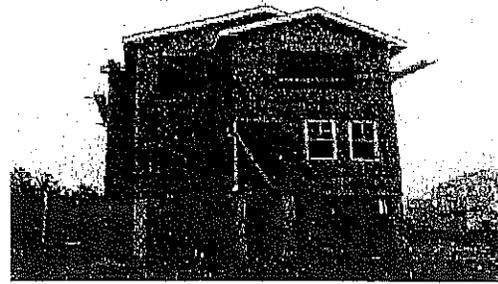
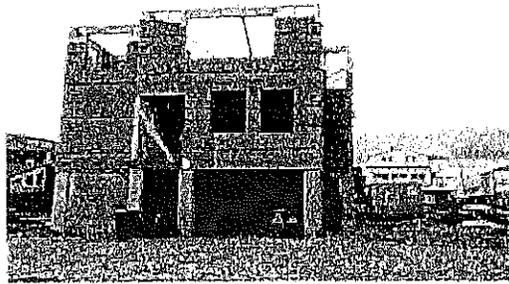
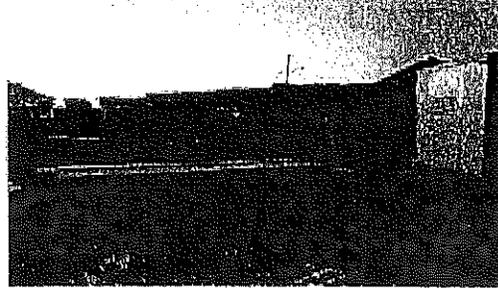
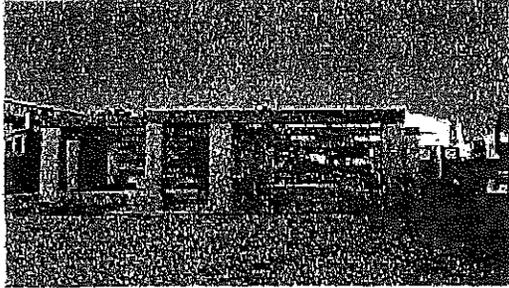
Garage Door Installation ~ Watch Hill, RI



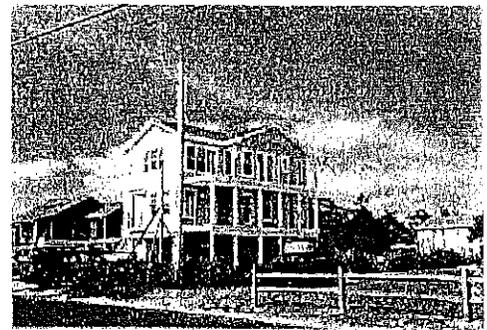
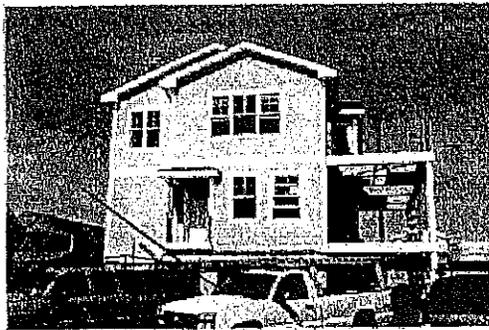
Pool House ~ Watch Hill, RI



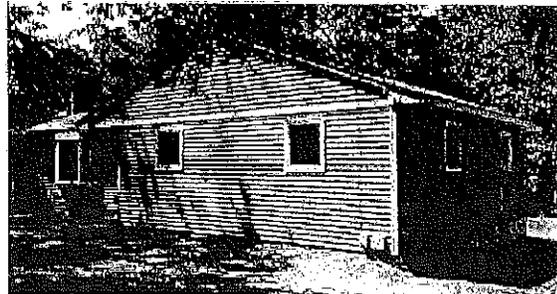
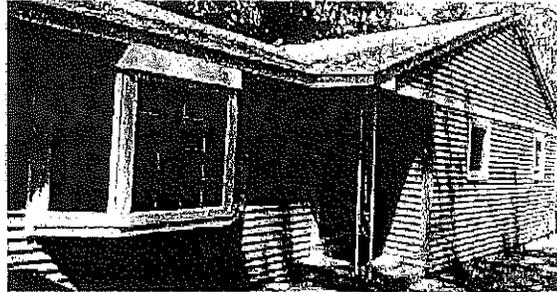
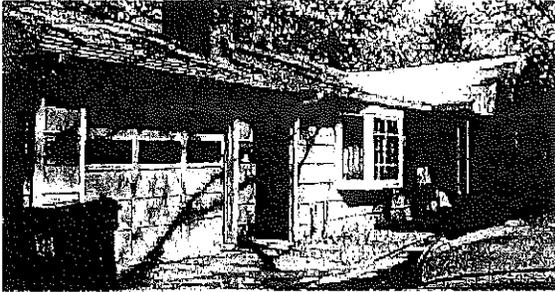
Beach House ~ Westerly, RI



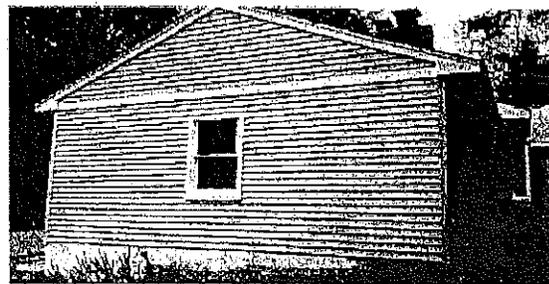
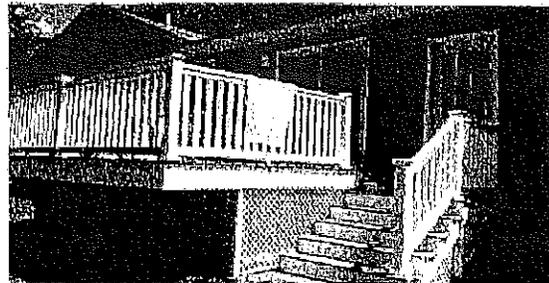
Beach House ~ Westerly, RI



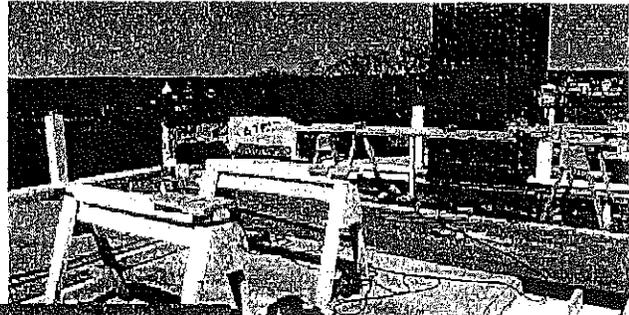
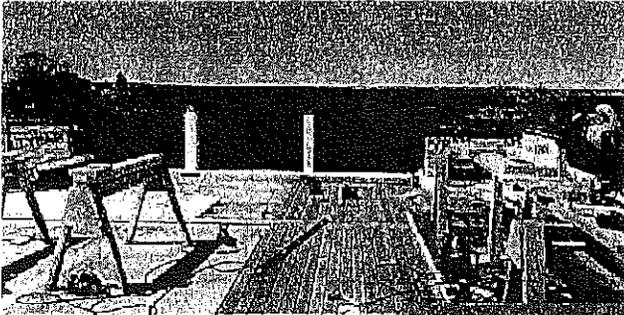
Siding ~ Montville, CT



Siding ~ Montville, CT



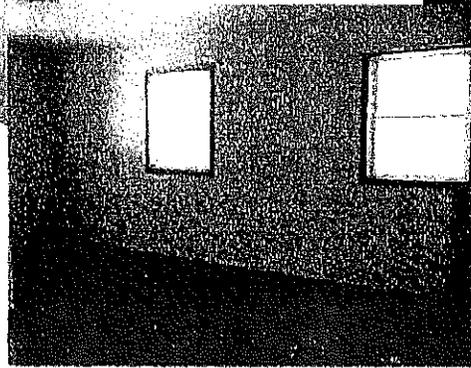
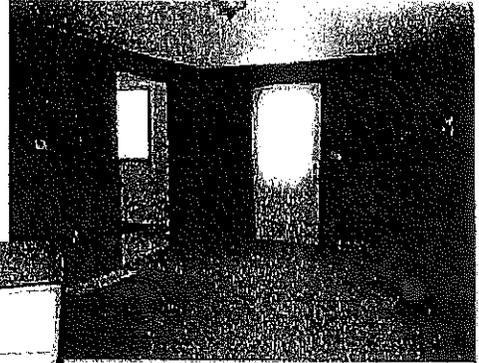
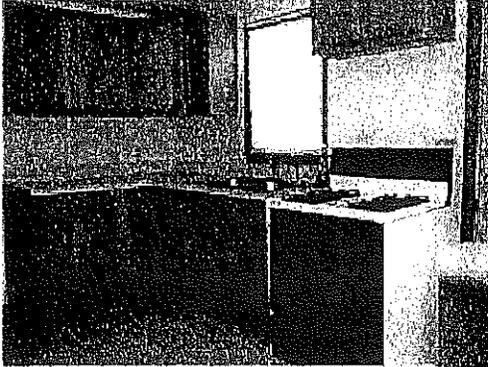
Rooftop Deck ~ Watch Hill, RI



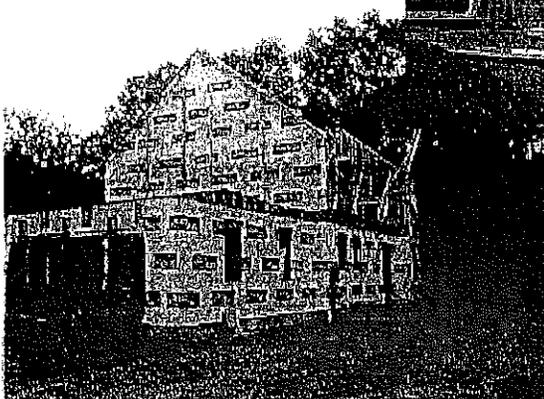
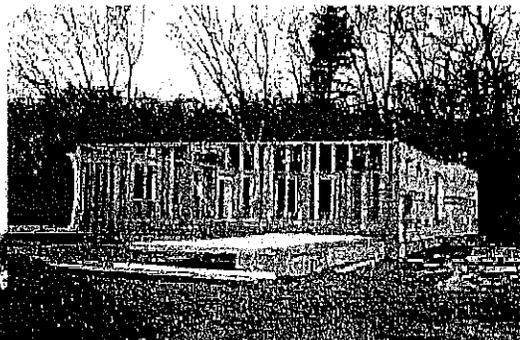
Exterior Stairs ~ Canterbury, CT



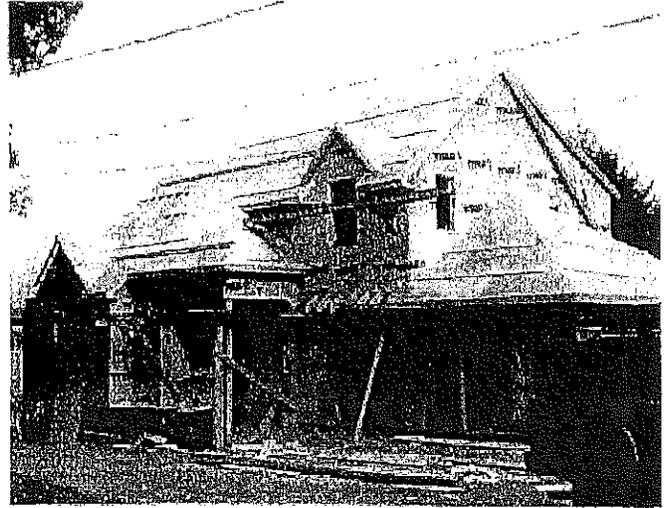
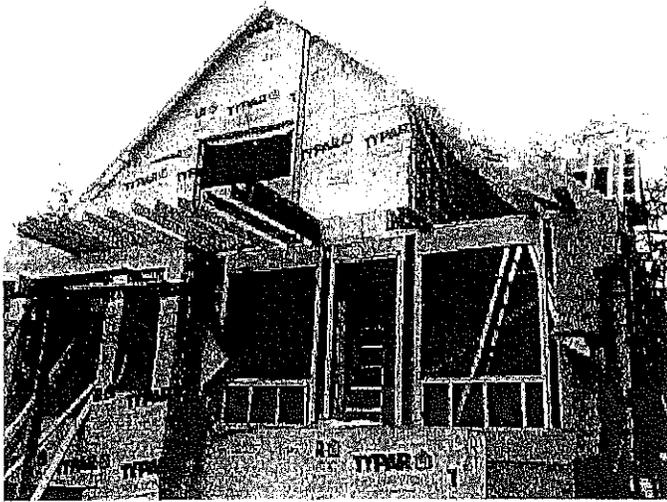
House Renovations ~ Canterbury, CT



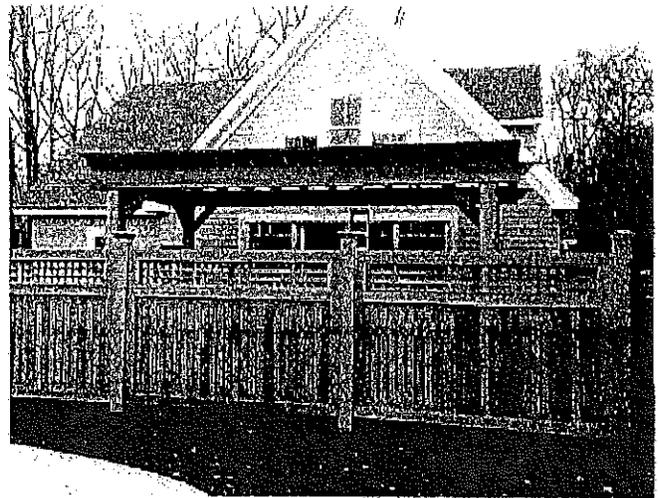
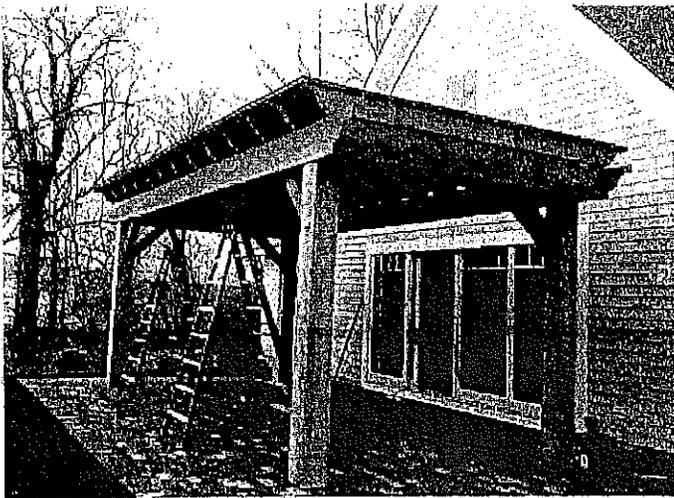
New Home ~ Griswold, CT



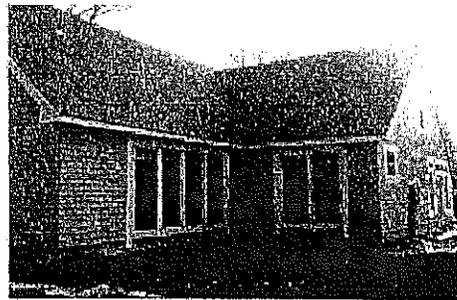
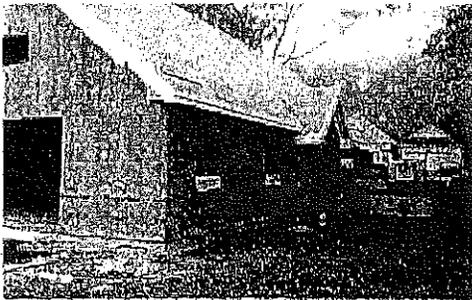
New Home ~ Coventry, CT



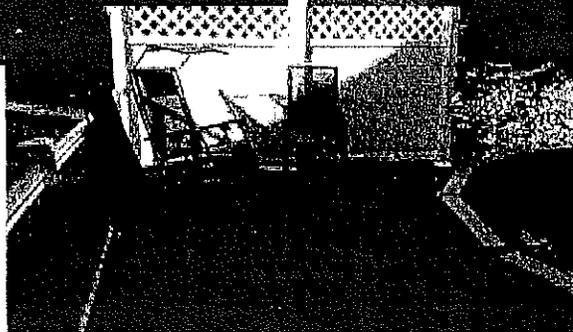
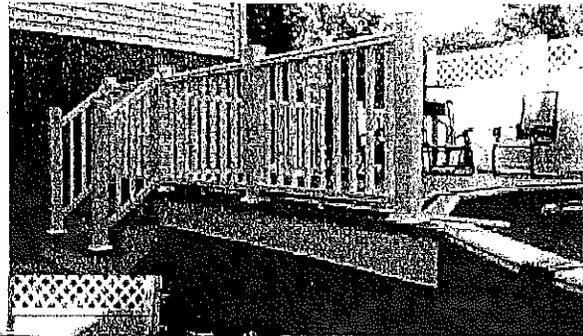
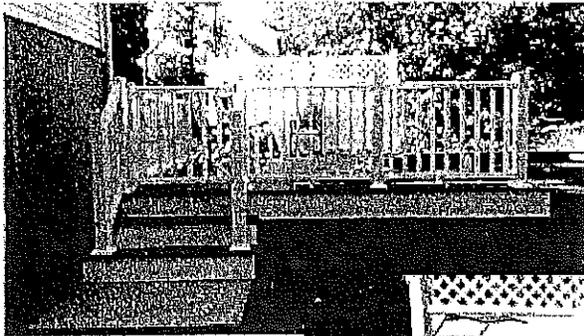
Pergola ~ Niantic, CT



Cedar Shake Siding ~ Niantic, CT



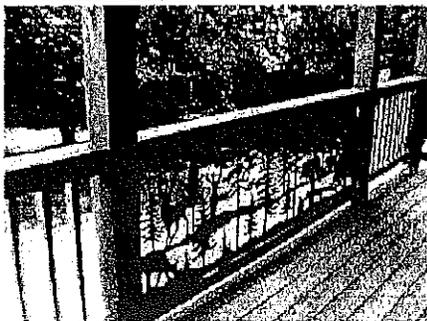
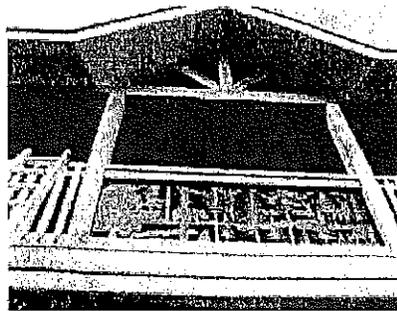
Pool Deck ~ Norwich, CT



New Roof ~ Norwich, CT



Post & Beam ~ Sterling, CT



New Home ~ Clinton, CT



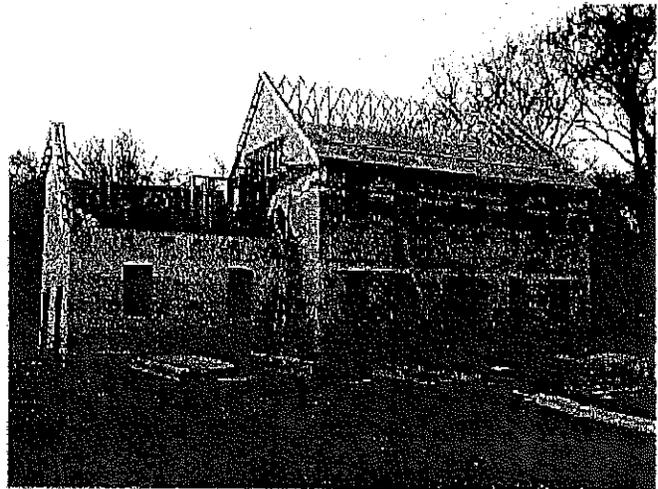
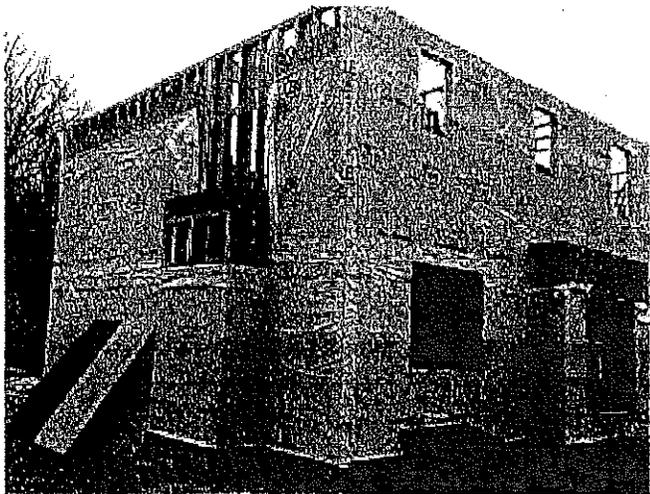
Screen Porch ~ Griswold, CT



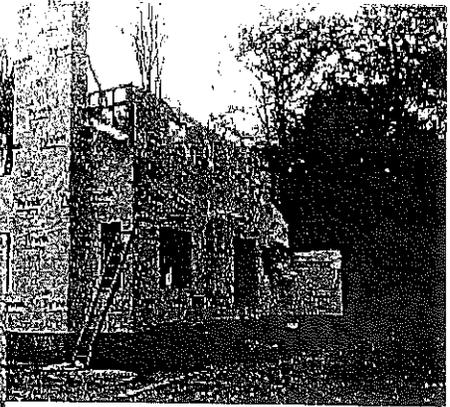
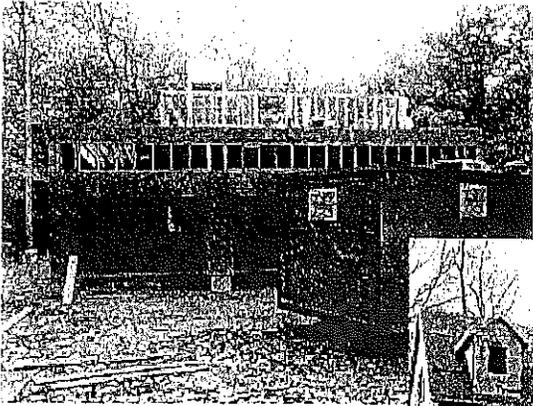
New Home ~ North Stonington, CT



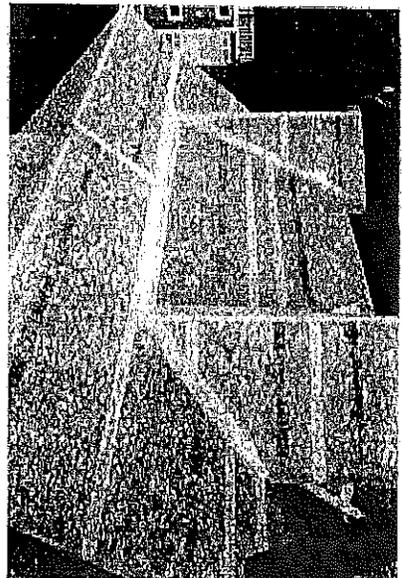
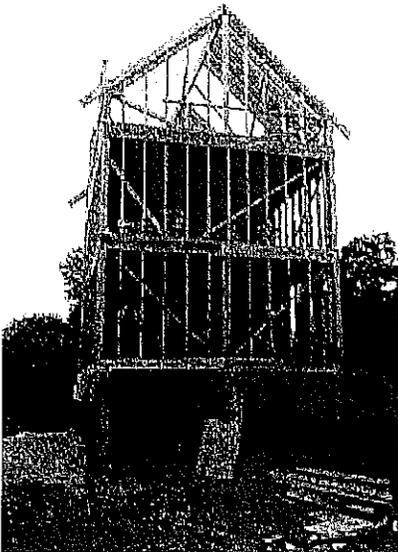
New Home ~ Waterford, CT



New Home ~ Westbrook, CT



Passive House ~ Masons Island





APPENDIX C: COMMITMENT TO NEGOTIATE

Dear William R. Hathaway, Purchasing Agent:

JPW Building, LLC has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 60 6th Street, issued by the City of Norwich on January 5, 2017

JPW Building, LLC states that the content of the Proposal contains accurate, factual and complete information.

JPW Building, LLC understands that the City reserves the right to proceed directly to negotiation of an Agreement. If the City Council selects the Respondent to engage in negotiation of an Agreement on the project in which the Respondents has expressed interest as noted on Form 2 attached to the RFP, this is to confirm that the Respondent is committed to negotiate in good faith the terms and condition of such Development Agreement(s) with the City through the Board in a timely fashion.

JPW Building, LLC agrees that it will not request assistance from the State of Connecticut for implementation of the project without written consent of the City.

JPW Building, LLC acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the JPW Building, LLC.

RESPONDENT:

By:



(Signature of Authorized Individual)
Jeff Warcholik

(Printed Name)

CITY OF NORWICH:

By:

(Signature of Authorized Individual)

(Printed Name)



APPENDIX D: ALTERNATIVE WORK PRACTICE

This was not included as part of the bid forms received. However, it is showing in the table of contents in the bid package.

SCHEDULE C

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 April 17, 2017, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by resolution adopted December 19, 2016 accepted the recommendation of the 60 Sixth Street Committee that the property at 60 Sixth Street be sold; and

WHEREAS, the Council by this resolution appointed the 60 Sixth Street Committee the 60 Sixth Street Committee of Sale to arrange to offer the property for sale by the methods it found most prudent and feasible, to identify prospective purchasers for the property and to make a recommendation or recommendations with respect to any proposed sale to the Council of the City of Norwich for its consideration and approval; and

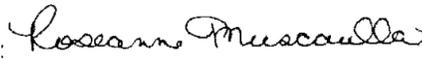
WHEREAS, the 60 Sixth Street Committee of Sale developed and issued a Request for Proposals soliciting prospective developers of said property, reviewed the proposals it received, conducted interviews, and having completed its selection process, recommends to the Council of the City of Norwich JPW Building LLC as its choice to develop said property.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that, JPW Building LLC be and hereby is designated as the preferred developer for the 60 Sixth Street property subject to its reaching a draft development agreement with the City of Norwich within 100 days of the date hereof; 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 by the Council of the City of Norwich to negotiate a development agreement satisfactory to him with JPW Building LLC, and to present the same to the council for its consideration and approval on or before the first meeting of the council in September 2017; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the 60 Sixth Street Committee of Sale in order to oversee the development of 60 Sixth Street until such time as the development is completed and approved by the City of Norwich or the council has not timely received a draft development agreement or has rejected the draft development agreement or any subsequent proposed development agreement with this developer.

Dated at Norwich, Connecticut this 18th day of April 2017.

ATTEST: 
Roseanne Muscarella
Assistant City Clerk

Dated at Norwich, Connecticut this 22nd day of August 2017.

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 August 21, 2017, and that the same has not been amended or rescinded:

WHEREAS, Bernard W. Caughey and Alice T. Caughey became the owners of certain property located in Norwich transferred to them as Trustees of the Bernard W. Caughey and Alice T. Caughey Revocable Trust by a deed recorded at volume 2355, page 75 of the Norwich Land Records on February 21, 2007; and

WHEREAS, said property has been known as 364 Scotland Road but was effectively separated from that address by the development of Interstate 395, said property consisting of two land-locked parcels adjacent to Interstate 395, one identified as map 37 block 1, lot 1 consisting of 18.87 acres and one identified as map 37, block 1, lot 12 consisting of 1.92 acres, the larger parcel abutting the City's Fairview Reservoir property; and

WHEREAS, Bernard and Alice Caughey no longer live in Connecticut and have offered to convey said property to the City of Norwich as a gift; and

WHEREAS, the properties are assessed at \$15,800 and \$7,300, respectively; and

WHEREAS, the taxes due for both parcels are current; and

WHEREAS, the City Engineer has advised that it is his opinion that a survey is not required for the city to accept a gift of these parcels but may be recommended in the event the city subsequently determines to use the properties for a specific purpose.

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 accept a deed satisfactory to him conveying said properties from Bernard W. Caughey and Alice T. Caughey, Trustees of the Bernard W. Caughey and Alice T. Caughey Revocable Trust to the City of Norwich and to extend the thanks of the Council of the City of Norwich to the Caughley's for their gift.

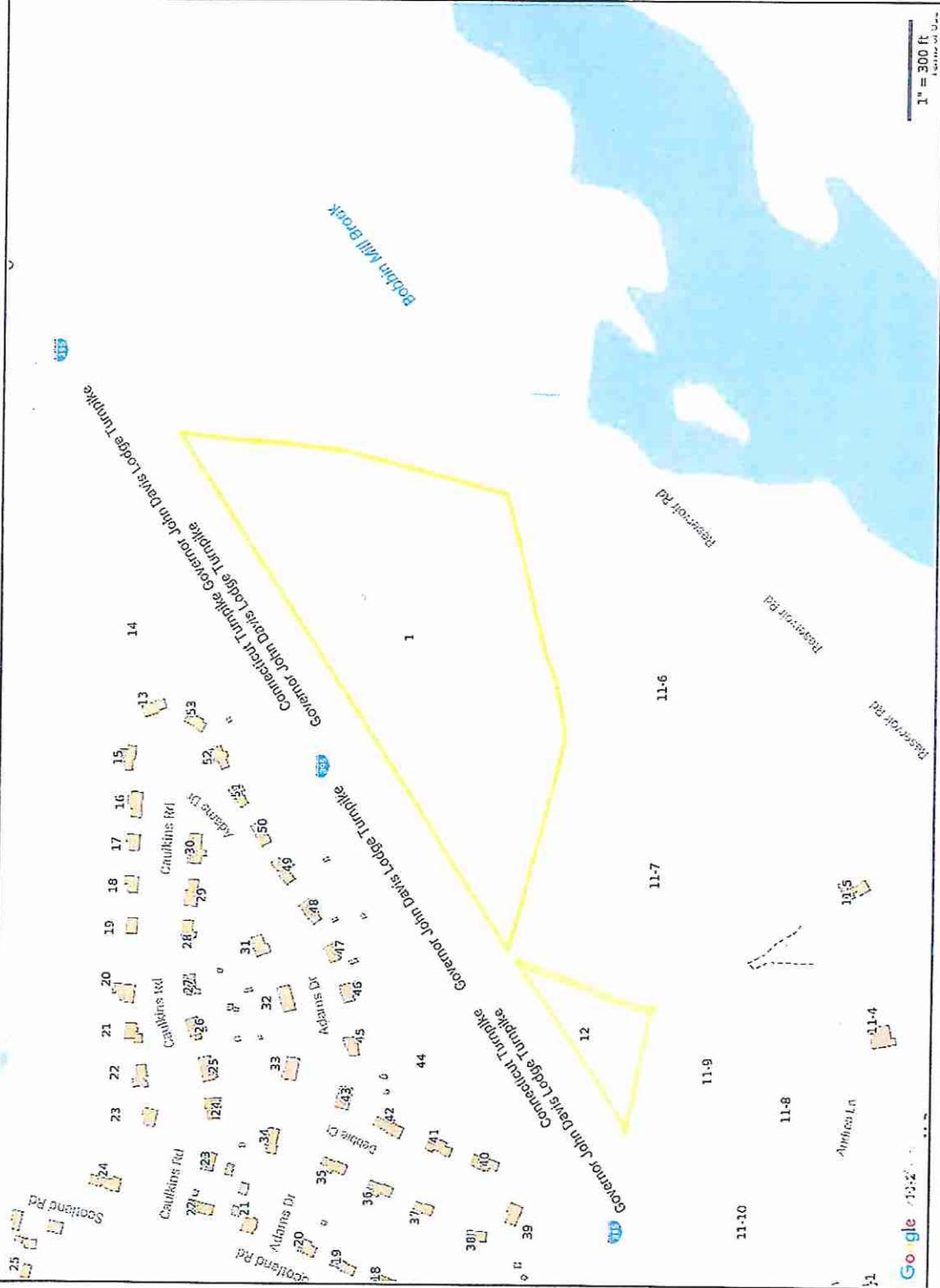
Dated at Norwich, Connecticut this 22nd day of August 2017.

ATTEST:



Betsy M. Barrett
City Clerk

Surplus Land



Property Information
 Property ID 037-001-001.000-0000
 Location 364 SCOTLAND RD
 Owner CAUGHEY BERNARD W TR +



**MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT**

City of Norwich, CT makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated 10/1/2015
 Properties updated 08/09/2017

1" = 300 ft.
 August 10, 2017

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 21, 2017, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich by resolution adopted April 3, 2017 authorized City Manager John Salomone to enter into a Real Estate Listing Agreement satisfactory to him and the Corporation of Council with Allyn and Associates Realtors to offer to sell the property at 15 Park Street, Norwich, Connecticut at a price recommended by Allyn and Associates Realtors; and

WHEREAS, the Council further resolved that any offer to purchase said property recommended to the City by Allyn and Associates Realtors be presented to the Council for its consideration and approval prior to the execution of any purchase and sales agreement; and

WHEREAS, Allyn and Associates Realtors has obtained a Purchase and Sales Agreement pursuant to which the property would be sold for \$7,000.00 by cash sale to Miah Suruj, a/k/a Miah Suruji, the owner of the adjoining property at 15 Park Street; and

WHEREAS, the Council of the City of Norwich finds it in the best interest of the City to sell 15 Park Street to the adjoining property owner.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that, upon receipt of a Purchase and Sales Agreement listing a purchase price of \$7,000.00 as a cash sale and containing such terms and conditions as are satisfactory to him, City Manager John Salomone be and hereby is authorized and directed on behalf of the City of Norwich to enter into said Purchase and Sales Agreement between Miah Suruj, a/k/a Miah Suruji, and the City of Norwich, and upon timely tender of said sum, subject to standard adjustments, to execute and deliver a deed of conveyance for the property known as 15 Park Street, Norwich, Connecticut, and to execute, receive, enter into and deliver such other documents as are necessary to complete the transfer of title in keeping with the terms of the Purchase and Sales Agreement.

Dated at Norwich, Connecticut this 22nd day of August 2017.

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 August 21, 2017, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by resolution adopted March 6, 2017, authorized and directed City Manager John Salomone to issue an RFP seeking parties ready, able and willing to stabilize and redevelop or rehabilitate in a timely fashion the Reid & Hughes property located 193-201 Main Street; and

WHEREAS, The Women's Institute for Housing and Economic Development Inc. through The Women's Institute Realty of Connecticut, Inc. submitted a Development of Proposal to stabilize and develop the property through The Women's Institute Realty of Connecticut, Inc. or its nominee or assignee; and

WHEREAS, a proposed Development Agreement has been negotiated for the stabilization and redevelopment of the property, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich to enter into this Development Agreement;

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 a Development Agreement with The Women's Institute Realty of Connecticut, Inc. or its nominee or assignee which Development Agreement is to be in substantially in the same form as the Development Agreement attached hereto as Exhibit A.

DEVELOPMENT AGREEMENT

AGREEMENT, made as of this ___ day of August, 2017, by and between **THE CITY OF NORWICH**, a Connecticut municipal corporation, with a mailing address of 100 Broadway, Norwich, Connecticut 06360, acting by and through its Planning and Neighborhood Services Department (hereinafter referred to as the "**City**") and **WOMEN'S INSTITUTE REALTY OF CONNECTICUT, INC. or its nominee or assignee**, a Connecticut non-stock corporation with a mailing address of 75 Charter Oak Avenue, Suite 1-200, Hartford, CT 06106 (hereinafter referred to as the "**Developer**").

WHEREAS, the City is desirous of having certain real property (hereinafter identified) developed in furthering its efforts to revitalize downtown Norwich; and

WHEREAS, the Developer is desirous of rehabilitating, acquiring and using said real property for residential and/or other purposes consistent with a certain Redevelopment Plan for the Building, a copy of which has been provided to and/or reviewed by the City; and

WHEREAS, the parties wish to reduce their agreement to this writing, thereby superseding all previous negotiations and agreements between the parties, written or oral.

NOW THEREFORE THE PARTIES COVENANT AND AGREE AS FOLLOWS:

I. SALE AND PURCHASE OF REAL PROPERTY

- 1.1 Property Description.** Pursuant to the terms of this Agreement, the City agrees to sell and convey and the Developer agrees to purchase that certain parcel of land known as 193-201 Main Street, Norwich, Connecticut 06360, which parcel is more fully described in Exhibit A attached hereto and incorporated herein (the "**Property**"). The Property is currently improved by a four- story structure containing approximately 24,390 square-feet (the "**Building**").
- 1.2 Purchase Price.** At Closing, the Developer shall pay to the City the purchase price of One dollar (\$1.00). Payment shall be in the form of cash, a certified or bank cashier's check or, at the option of either of the parties, by wire transfer of Federal Funds to an account designated by the City.
- 1.3 Conditions Precedent to Sale.** The obligations of the City to convey the Property to the Developer are subject to the Developer's satisfaction of the conditions precedent contained in Articles II III and IV of this Agreement.
- 1.4 The Closing.** The Closing shall occur pursuant to the terms of Articles IV and V, below.

II. PROPOSED USE AND DEVELOPMENT PARAMETERS

- 2.1 Development for Proposed Use.** The Developer shall renovate the Building and prepare it for mixed use as affordable housing/retail and/or commercial –as further specified in Section 3.3, below (the "**Use**"). The Developer covenants and agrees that the Developer shall commence the Use upon the Developer's taking title to the Property (unless sooner acquired as hereinafter provided for purposes of stabilization of the Building) and shall

continue the Use for a period of not less than five years from completion of the Work and issuance of all required permanent certificates of occupancy. There shall be implied no right of reversion to the City in the event of a breach of said covenant to continue the Use, but the City shall have the right to seek damages and/or injunctive relief for the Developer's breach of the foregoing covenant.

- 2.2 Development Requirements.** The Developer shall commence, diligently pursue and complete the rehabilitation of the Building for the Use in accordance with Article III of this Agreement.
- 2.3 Costs.** The Developer shall be responsible for all costs and expenses of performing the rehabilitation of the Building and/or the Property.
- 2.4 Access.** Upon providing the City with proof of insurance as required in Article VI, below, and provided that the Developer is not then in material default of the Developer's obligations under this Agreement, which default is not cured as set forth in this Agreement or as may be otherwise agreed to by the parties, the City hereby grants to the Developer a license to enter upon the Property for purposes of inspection, preparation for the commencement of the stabilization and rehabilitation of the Building and demolition and construction activities incident to said restoration, provided that all such activities shall be in accordance with the terms of this Agreement. The City reserves the right of access at all reasonable times, with notice to the Developer, to inspect the Developer's progress and compliance. The Developer shall indemnify and hold the City harmless from all liability with respect to the entry upon the Property of the Developer and any and all persons exercising the above granted license by or through the Developer, including claims for damages to person or property occurring as a result thereof
- 2.5 Supplemental Documentation.** Upon the execution of this Agreement, the City shall deliver to the Developer, at commencement of the due diligence period under Section 3.1 of this Agreement, but without any warranties, copies of any surveys, environmental reports, engineering plans, soil analysis, existing permits and approvals (including, but not limited to any such approvals to be assigned pursuant to Section 5.2 of this Agreement) and other reports, studies and documents the City has in its possession with respect to the Property, which are specifically requested by the Developer.
- 2.6 Hazardous Materials.** Commencing as of the Due Diligence Date, the Developer shall be solely responsible for the Developer's compliance with all applicable Environmental Laws (as hereafter defined), including but not limited to the proper disposal of Hazardous Materials (as hereafter defined) now or hereafter located on the Premises at the Developer's sole cost and expense and shall and hereby does indemnify and hold the City harmless from and against any claim arising out of any compliance failure to the maximum extent allowed by law.
- 2.7 Code Compliance.** As of the Due Diligence Date (as that term is defined in Section 3.1 below), the Developer shall be solely responsible for the Developer's compliance with all applicable codes and regulations pertaining to the Property and/or the Building, including but not limited to State and Municipal Building Code and the State and Municipal Fire Code and shall and hereby does indemnify and hold the City harmless from and against any claim arising out of any compliance failure to the maximum extent allowed by law.

- 2.8 Taxes and Utilities.** The City shall be responsible for all real property taxes until the Closing. The Developer shall be responsible for paying all personal property taxes, if any, as assessed against the personal property of the Developer and all costs of utilities, including but not limited to electricity, gas, sewer and water, whether due to the City of Norwich Department of Public Utilities or otherwise.

III. OBLIGATIONS OF DEVELOPER PRIOR TO CLOSING; DUE DILIGENCE PERIOD; PERFORMANCE OF THE WORK

- 3.1 Building Stabilization.** Developer shall have ninety (90) days from the date of this Agreement to obtain the necessary funds to accomplish the stabilization of the Building concerning this phase of the project (the “Stabilization Assessment Period”). Not later than ten (10) days after it has received any funding for this phase of the project, Developer shall notify the City in writing of this milestone.

Provided that the Developer has secured all necessary financing and funding for the stabilization of the Building and has not otherwise notified the City of the Developer’s election to terminate this Agreement based upon the results of the Due Diligence (as hereinafter defined) in accordance with Section 3.2 below, the Developer shall have one hundred twenty (120) calendar days after the Stabilization Assessment Period to complete, to the City’s reasonable satisfaction, the Building stabilization (the “Completion of the Building Stabilization”).

Upon the Completion of the Building Stabilization, the Developer shall thereafter have thirty-six (36) months (the “Financing Contingency Period”) to obtain all of the required funds that the Developer determines are necessary, in order to complete the renovation of the Building and the Work (as defined below). The Developer shall provide the City a quarterly update of its funding efforts during the Financing Contingency Period.

- 3.2 Due Diligence Period.** Developer shall have ninety (90) days from the date of this Agreement (the “Due Diligence Period”), to conduct such inspections and investigations of the Property and the Building as the Developer may determine is necessary to determine the feasibility of the project, including causing a title search, survey, environmental search (Phase I), market study and flood management plan to be conducted, as well as seeking to obtain certain zoning variances from the Norwich Zoning Board of Appeals (one, pursuant to Section 6.5.2 of the City’s zoning regulations to allow residential units, in addition to commercial space, on the first floor of the Building and one pursuant to Section 6.5.5 of said regulations as the planned residential square footage exceeds the commercial square footage) and a special permit from the City’s Commission on the City Plan (collectively, the “Due Diligence”); PROVIDED, HOWEVER, that during said Due Diligence Period, Developer shall not conduct any Work relative to any Due Diligence on the Property, and shall not undertake any investigations of an invasive or destructive nature without the express prior written consent of the City in each instance. The City shall provide reasonable access to the Building during said Due Diligence Period for permitted inspections and Developer shall and hereby does save and hold harmless the City from and against any claims arising out of such access for such Due Diligence, including claims of personal injury and property damage. The foregoing indemnity shall survive the Closing or other termination of this Agreement. If Developer determines not to proceed with its obligations under this Agreement after completing its Due Diligence, for any or no reason, Developer shall give

written notification of such determination to the City on or before the first business day following the conclusion of the Due Diligence Period (the "Due Diligence Date") with time being of the essence to the giving of such notice. If such notice is so timely given then this Agreement shall terminate and the rights and obligations of the parties, one to the other, shall cease except as herein otherwise expressly provided for. If such notice is not so timely given then Developer shall be bound by the terms of this Agreement and the Agreement shall remain in full force and effect, subject to the financing contingency hereinafter described in Section 3.3 below. Under no circumstances shall the City be responsible to the Developer for any cost or expense incurred by the Developer prior to the Due Diligence Date, all such cost and expense being deemed to have been incurred by the Developer at the Developer's sole risk. For purposes of clarity, should the Developer have secured the requisite project financing for the Work during or prior to the end of the Financing Contingency Period, the period during which the Developer will commence and complete the Work will be referred to as the "Project Development Period", which Project Development Period for completion of all Work shall be for a period of up to thirty-six (36) months commencing on the expiration of the Financing Contingency Period.

3.3 Upon Closing, and during the Project Development Period; and provided that, the Developer has secured financing for the development of the project prior to the end of the Financing Contingency Period, the Developer shall thereafter timely commence, diligently pursue and timely complete the renovation of the Building by stabilizing and improving the interior and exterior elements of the Building through a combination of new construction, demolition and renovation in accordance with the provisions of this Article III. The scope of the Developer's obligations hereunder (the "Work") shall be determined in accordance with following:

a. The Developer shall renovate the following portions of the Building for the following uses, if approved by the City's Zoning Board of Appeals and the Commission on the City Plan, as applicable, incident to the Use:

Basement	Storage/Common Area
First floor	Retail/Commercial/ Residential
Second floor	Residential
Third Floor	Residential
Fourth Floor	Residential

b. During the Project Development Period, the Developer shall hire a structural engineer to prepare a report detailing any repairs necessary to allow for the proposed future occupancy of the Building for the Use (the "Structural Report"). When complete, the Structural Report shall be presented to the City of Norwich Planning and Neighborhood Services Department for approval, which approval will not be unreasonably withheld, delayed or conditioned, and will be provided within thirty (30) days of its submittal or else the Project Development Period shall be extended for each day and the total period of time beyond said thirty days in which the City of Norwich Planning and Neighborhood Services Department takes to provide such approval.

c. During the Project Development Period, the Developer shall present to the City for approval, architectural drawings and engineering plans detailing the proposed Work (the "Plans"). The Plans shall properly and adequately address all material matters contained

in the Structural Report to the reasonable satisfaction of the Planning and Neighborhood Services Department as well as the proposed appearance of the façade. In no event shall any construction or Work start until the City approves the Plans, which approval will not be unreasonably withheld, delayed or conditioned, and will be provided within thirty (30) days of its submittal or else the Project Development Period shall be extended for each day and the total period of time beyond said thirty days in which the City of Norwich Planning and Neighborhood Services Department takes to provide such approval (if any, as discussed below). If the Planning and Neighborhood Services Department does not approve the Plans as submitted, the Planning and Neighborhood Services Department shall provide written notice to the Developer of the deficiencies in the Plans to be addressed, within said 30-day period. The Developer and the Planning and Neighborhood Services Department shall negotiate in good faith to resolve such deficiencies but if no resolution is reached within thirty (30) days of the date of such written notice from the Planning and Neighborhood Services Department, either the Developer or the City may terminate this Agreement by written notice to the other. Upon such notice of termination, each party shall be deemed to have released the other from all rights and obligations herein arising except for any express indemnities herein contained. If and when approved, said Plans shall constitute the scope of the Work for purposes of this Agreement and the date of such written approval by the Planning and Neighborhood Services Department shall hereafter be referred to as the "Plan Date". No approval of the Plans by the Planning and Neighborhood Services Department shall be deemed binding upon the City with respect to enforcement by the City in its municipal enforcement capacity of any laws, regulations or codes applicable to the Building nor shall the same be deemed to be a warranty of any kind, whether with respect to sound engineering or construction practices or otherwise.

d. The Developer shall timely apply for and obtain any necessary permits to conduct the Work within one hundred fifty (150) days of the Plan Date.

e. The Developer shall complete the Work within the Project Development Period, and request from the City a valid certificate(s) of occupancy for the Use. In the event that the Developer determines it is unable to complete the Work in accordance with the time lines of this Agreement, the Developer shall notify the City in writing as to the reasons why the Work cannot be so timely completed, and the parties shall attempt to negotiate a resolution. If a mutually agreeable resolution cannot be reached, and the Work is not then completed, the Developer shall be deemed in material default of this Agreement. Upon Developer's default under this paragraph, the City shall have the right to terminate this Agreement pursuant to paragraph 11.2, below, whereupon the City shall have no obligation to reimburse the Developer for any costs associated with the Work or the development.

f. All work performed and all alterations, additions and improvements made by the Developer shall be in accordance with all applicable laws, regulations and codes and shall be performed in a good, workmanlike manner and in conformity with the rehabilitation standards of the Planning and Neighborhood Services Department.

3.4 Inspections. The Developer shall also provide copies of all reports, surveys, engineering analysis reports and data and other test results of any kind generated by or for the Developer with respect to the Property and the Building. Specifically, but not by means of limitation, the Developer will fully disclose to the City all materials generated or

received on or behalf of the Developer relating in any way to the compliance of the Work and the Property with Environmental Laws (as hereafter defined).

IV. CLOSING

- 4.1 Closing.** Subject to the terms and conditions of this Agreement, the City shall convey the Property to the Developer and the Developer shall purchase the Property from the City within twenty (20) days of written notice from Developer following the Developer's satisfaction of all conditions precedent to the City's obligations to convey that shall include Completion of the Building Stabilization, and the Developer's having secured the requisite financing for the development of the project prior to the end of the Financing Contingency Period (the "Closing"). Notwithstanding anything to the contrary contained in this Agreement, should the Developer determine that during the Stabilization Assessment Period, to achieve the Completion of the Building Stabilization, that it must grant or pledge collateral in the form of a mortgage lien on the Property to any funder or lender, upon the prior written and reasonable approval of the City concerning any such proposed stabilization, mortgage financing from such third party source(s), the City hereby agrees to convey title to the Property within twenty (20) days of written notice from the Developer. Developer hereby covenants to provide to the City all necessary documentation evidencing any requirement and approval sought for such collateral and mortgage for such stabilization financing. The City may consider the nature of and terms to any such stabilization, mortgage financing and the experience and resources of any party or parties from whom such financing may be extended, regarding the City's review and approval of same. Should the City approve such financing, all terms and conditions relevant to Closing shall apply, and all terms, conditions and contingencies as to the Developer's development of the project subsequent to Closing shall also continue to apply and remain in full force and effect.
- 4.2 Closing Documentation.** At Closing, the parties shall exchange such documentation as shall fully and completely consummate the performance of the sale and purchase whereupon this Agreement shall be deemed merged into the Closing excepting only the indemnities herein expressly provided for and the obligations of the Developer pursuant to Section 2.1, above. The Closing shall take place at the office of the City's attorney at a time mutually acceptable to both parties or such other location as the parties may mutually agree. Time shall be of the essence to the date of Closing as specified in this Agreement.
- 4.3 Conditions to Closing.** The Closing shall not occur until each of the following conditions has been fully met as hereinafter set forth:
- a. All representations and warranties of the City and the Developer shall be affirmed and be true and correct as of the Closing Date.
 - b. City has complied with, performed or otherwise met its covenants, Agreements and conditions imposed on it pursuant to this Agreement.
 - c. Developer has complied with, performed or otherwise met its covenants, agreements and conditions imposed on it pursuant to this Agreement.
- 4.4 Environmental Indemnity.** Effective as of the Due Diligence Date relative to all Due Diligence performed by the Developer, the Developer shall and hereby does release and discharge City from, and assume, defend, indemnify and hold harmless the City (and its shareholders, directors, officers and employees) against, and waive any right to seek

contribution or recovery from City for any and all fees, costs, penalties, obligations, liabilities, suits, proceedings or claims, including, without limitation, reasonable attorneys' fees, which hereafter may be asserted against the City or to which City may be subjected to by any party, whether or not now known, suspected or claimed (including, but not limited to, the State of Connecticut Department of Energy and Environmental Protection) arising under any Environmental Law (as hereinafter defined) or under common law with respect to the present or future existence on or about the Property of any Hazardous Materials due to Developer's activities, whenever and however resulting or arising. This foregoing release and indemnity shall indefinitely survive the Closing and delivery of the deed under this Agreement and shall be ratified and affirmed by the Developer in writing at Closing. Notwithstanding any judgment rendered that in any way limits the generality of the foregoing, the foregoing indemnity shall in any event survive the earlier termination of this Agreement in accordance with its terms with respect to any such claim arising out of the actions or failures to act of the Developer during the term of this Agreement.

4.5 Definition of Environmental Law. For purposes of this Agreement, "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree, decision, guideline, standard, order, or policy, whether previously or now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials (as hereinafter defined), drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water run-off, waste emissions, wells, or substances or materials that are or may become a threat to public health or the environment. Without limiting the generality of the foregoing, the term shall encompass, but not be limited to, each of the following statutes and regulations promulgated thereunder, and amendments and successors to such statutes and regulations, as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of 26 U.S.C.; 33 U.S.C.; 42 U.S.C. and 42 U.S.C. §9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. §2061 et seq.); (v) the Clean Water Act (33 U.S.C. §1251 et seq.); (vi) the Clean Air Act (42 U.S.C. §7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. §349; 42 U.S.C. §201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. §4321); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. §1101 et seq.); and (xi) Chapters 445 of the Connecticut General Statutes as amended.

4.6 Definition of Hazardous Materials. For purposes of this Agreement, "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, toxic substance, hazardous substance, hazardous material, hazardous waste and/or petroleum, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. In addition, the Developer, at City's sole cost and expense, shall prepare for the City's execution the facilitation and performance of all filings with the State of Connecticut Department of Energy and Environmental Protection ("CTDEEP") of any and all documentation required in connection with the transfer of the Property under this Agreement including, but not limited to, preparing for execution and filing for the City as

the "certifying party" and the Developer as the "responsible party", a Form III approved by the City, such approval not to be unreasonably withheld, with CTDEEP prior to the Closing and otherwise comply with Section 22a-134 and 22a-134a of the Connecticut General Statutes.

IV. CONVEYANCE OF TITLE

- 5.1 Deed.** At the Closing, upon payment of the purchase price and the satisfaction of the Developer's obligations contained in Article II and III, the City shall deliver to Developer, and the Developer shall accept, a limited warranty claim deed (the "Deed") prepared and executed according to Connecticut practice with warranties of title extending only to the period of time during which the City held title to the property, with required Connecticut conveyance tax paid at the City's expense, conveying to the Developer fee simple title in and to the Property, free and clear of all encumbrances and exceptions to title other than: the Permitted Encumbrances (as hereafter defined in Section 5.2); such other matters that do not make title unmarketable according to the Standards of Title of the Connecticut Bar Association. The parties agree that the City may satisfy its obligation under this paragraph using proceeds of the purchase price, net of adjustments, as it deems necessary to obtain release of any liens or encumbrances not allowed under said Section. The conveyance shall include a transfer to the Developer of any existing easements, licenses, privileges, rights of ingress and egress and all other appurtenances relating to the Property.
- 5.2 Permitted Encumbrances.** The Developer agrees and understands that the Property will be conveyed in an "as is" condition. No warranties, except those expressly contained herein, are made as to its condition and no adjustments will be made for any after discovered defect. The Developer agrees and understands that the Property will be conveyed free and clear of any and all liens arising during the term of the City's ownership, without any other warranty or representation of title and not be means of limiting the generality of the foregoing, title to the premises shall be conveyed subject to the following encumbrances and restrictions:
- a. Property taxes due the City of Norwich accruing subsequent to the conveyance of the Property to the Developer pursuant to this Agreement.
 - b. Any and all provisions of any ordinance, municipal regulation or public or private law affecting said Property.
 - c. Covenants, restrictions, declarations, easements and agreements, if any, as of record.
 - d. Any state of facts disclosed by a personal inspection and/or survey of the Property.
 - e. Any mechanic's liens or other encumbrances recorded subsequent to the execution of this Agreement, but prior to the conveyance of title to the Developer, that are deemed by the City, in its sole and absolute discretion, to be the fault of or arise out of the actions of the Developer.
 - f. Any and all assessments, which may on or after the date hereof be levied against or become a lien on said Property for any municipal improvements hereafter made.

- g. Any and all easements to the benefit of adjoining properties as may appear of record.
- h. Any and all rights or claims of right of Edward Lord, his predecessors, successors or assigns, or of any other person claiming a right by virtue of an interest in adjoining premises located to the east and southeast of the Property, whether with respect to claims of encroachment, denial of access to the rear of the Building or otherwise.
- i. Any and all utility easements of record.
- j. Any and all restrictive covenants and easements appearing of record
- k. Any condition of title appearing as a matter of record and recorded prior to the Due Diligence Date (collectively, "Permitted Encumbrances").

5.3 Title Status. Developer acknowledges that it shall have the opportunity to conduct such investigations of the status of title of the Property as it may choose to make prior to the Due Diligence Date during the Due Diligence Period. Other than the items referred to in subsections c, g, j and k of Section 5.2 of this Agreement, the existence of any Permitted Encumbrance shall not constitute a nonconformity and shall not entitle the Developer to exercise its rights of termination under this Section.

5.4 Assignment of Transferable Permits & Assumption of Obligations. The City shall deliver to the Developer at Closing an Assignment, in form and substance reasonably acceptable to the parties, of any transferable permits and approvals relating to the Property in effect as of the date of this Agreement, with customary representations and warranties by the City. The City shall furnish the original permits and approvals to the Developer with the Assignment. The Developer shall assume the obligations of the City under any such permits and approvals from and after the Closing. The Developer agrees to defend, indemnify and hold harmless the City from and against any liability, damages, costs and expenses (including, without limitation, reasonable attorney's fees) arising under or in connection with such permits and approvals from and after the Closing.

5.5 Merger. Upon consummation of the Closing in accordance with the terms and conditions of this Agreement, all of the conditions set forth in this Article shall be deemed to have been merged into the conveyance and to have been fully and unconditionally satisfied.

VI. INSURANCE/INDEMNITY

- 6.1 Prior to entry upon the premises by Developer, the Developer agrees to procure and at all times maintain workman's compensation, casualty and extended coverage insurance on the Property upon terms, in amounts and from such carriers as are reasonably satisfactory to the City.
- 6.2 The Developer agrees to provide the Certificates of Insurance coverage before the commencement of the Work, naming the City as additional insured with no cancellation without thirty (30) days prior written notice from the company. The Developer further agrees to hold the City harmless for any damages until title to the property is conveyed to the Developer. An insurer authorized and licensed to do business in the State of Connecticut must issue any Certificate of Insurance. All Certificates of Insurance,

evidencing the required coverage, shall be filed with the Director of Planning & Neighborhood Services, 23 Union Street, Norwich, CT 06360.

- 6.3 To the fullest extent permitted by law, the Developer agrees to defend, pay on behalf of, indemnify and hold harmless the City of Norwich, its elected and appointed officials, employees, and volunteers and others working on behalf of the City of Norwich, against any and all liability, claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Norwich, its elected and appointed officials employees and volunteers and others working on behalf of the City of Norwich, by reason of personal injury, including bodily injury or death and/or property damage, including loss or use thereof, and further with respect to any claims of materialmen or subcontractors, all relating in any way to the exercise of the Developer's rights or the discharge of the Developer's duties hereunder, with respect to the conduct of the Work.
- 6.4 The Developer shall procure and maintain during the life of the Agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit of \$3,000,000, or such lesser amounts as the City may agree to in writing, for bodily injury and property damage.
- 6.5 The Developer shall be fully responsible for securing the Building and the Property at all times prior to Closing; subject to the terms hereof and provided that all contingencies have been fulfilled in this Agreement. The City shall not be responsible for insuring any real or personal property in connection with this Agreement, including the existing structure or materials stored on site to be made part of the structure, nor for insuring against injuries to persons. Likewise, the City of Norwich shall not assume any direct or consequential financial loss to the Developer for damage to any real or personal property in connection with this Agreement. The Developer may, at his own cost, secure a Renovation Builder's Risk Policy to protect his own interest in the Property prior to the completion of the project.
- 6.6 The undertakings and indemnities contained in this Article VI shall survive the Closing or termination of this Agreement. The Developer shall pay for any and all costs and legal fees incurred by the City to enforce any provision of this Agreement against the Developer or incurred as a result of the Developer's breach of its obligations hereunder.

VII. CITY'S REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.1. The City hereby represents, warrants and covenants to Developer that:
 - a. There are no leases, subleases or parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise.
 - b. There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property or any part thereof, nor to the best knowledge and belief of City is any such proceeding or assessment contemplated by any governmental authority.

- c. Except for existing licenses, certificates, permits or approvals issued by governmental authorities having jurisdiction, there are no agreements affecting the Property entered into by the City which shall be binding upon the Developer or the Property after the Closing.
 - d. The City has not entered into or granted any, and to the City's knowledge there are no, agreements, options or entitlements whereby any person has any right to purchase all or part of the Property. City shall not grant any easements, rights of way or other similar encumbrances after the date hereof, unless the City has obtained the Developer's prior written consent, which shall not be unreasonably withheld or delayed.
 - e. The City is, and at the Closing shall be, a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut.
 - f. The execution, delivery and performance of this Agreement in accordance with its terms do not, and shall not, violate the Charter or Ordinances of the City, nor any contract, agreement, commitment order or judgment to which the City is a party.
 - g. The execution, delivery and performance of this Agreement by the City have been duly authorized by all necessary actions of the City, and no other actions, consents or approvals are required to enable the City to consummate the transactions contemplated by this Contract.
 - h. The City expressly disclaims any representation or warranty whatsoever relative to the compliance of the Property with Environmental Laws (as herein defined), the absence or presence of Hazardous Materials (as herein defined) on or under the Real Property and any warranties of the accuracy, completeness and thoroughness of any report or documentation relative to the foregoing provided by the City to the Developer pursuant to the terms of this Agreement.
 - i. The City expressly disclaims any warranties of the accuracy, completeness and thoroughness of any representations, maps, data, surveys, tests or other information pertaining to the Property made, furnished or claimed to have been made or furnished by the City or any other person or entity including any employee, agent, attorney or other person representing or purporting to represent the City, whether verbally or in writing, except as expressly set forth herein.
- 7.2 The City shall reasonably and promptly notify Developer of any material change in any state of facts making any of the representations contained in paragraph 7.1 untrue or, in light of the circumstances in which they are made materially inaccurate, which change occurs or comes to the attention of City after the execution of this Agreement and prior to the Closing. In the event any of the representations contained in paragraph 7.1 shall be materially inaccurate on the Closing, the Developer shall have the right to give the City written notice of the termination of this Agreement and thereafter all liabilities of the Developer and all liabilities of the City due to this Agreement shall terminate without recourse or penalty upon returning the deposit and any interest earned thereon.
- 7.3 The representations, warranties and indemnities contained in this Article shall survive the Closing or termination of this Agreement for a period of six (6) months from such date

whereupon (except for such warranties as may be contained in the Deed) they shall terminate and the Developer shall have no recourse or other right or claim against the City with respect thereto. Except as otherwise specifically set forth herein, no other representation, warranty, covenant or agreement of the City shall survive the Closing (except for such warranties as may be contained in the Deed), the acceptance of the Deed being an acknowledgement by the Developer that the City has fully complied with all of its obligations hereunder, that the City has discharged therefrom and that the City shall have no further liability therefor. Any action or claim which the Developer may elect to bring or make for the breach of any said representation or warranty shall be allowable only if notice is given and a proceeding is commenced within the period of six (6) month after the Closing.

VIII. DEVELOPER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

- 8.1. The Developer represents, warrants and covenants to the City that:
- a. During the Due Diligence Period, the Developer shall make an examination of the Property and shall become familiar with the condition thereof, that except as herein specifically set forth neither the City nor the employees, agents or attorneys of the City have made any verbal or written representations or warranties whatsoever to the Developer, whether express or implied, and, in particular, that no such representations or warranties have been made with respect to the physical condition of the Property, the zoning, compliance with Environmental Laws (as herein defined), the presence of Hazardous Materials (as herein defined) and other laws, orders, ordinances, requirements, regulations and rules applicable to the Property or the compliance of the Property therewith, and that the Developer has not relied on any such representations or warranties.
 - b. The Developer agrees to accept the Property "as is," in its present condition, subject to the operation of Article II and III hereof and to the reasonable use, wear, tear and natural deterioration between the date hereof and the Closing. The Developer expressly agrees that the City shall not be liable for any latent or patent defects in the Property, whether now or hereafter discovered by the Developer.
 - c. The execution, delivery and performance of this Agreement in accordance with its terms do not violate the articles of organization or operating agreement of the Developer, nor any contract, agreement, commitment, order, judgment or decree to which the Developer is a party or by which it is bound.
 - d. The execution, delivery and performance of this Agreement by the Developer in accordance with its terms have been duly authorized by all required corporate actions of the Developer, and no other actions, consents or approvals are required to enable it to consummate the transactions contemplated by this Agreement.
- 8.2. The foregoing representations, warranties and covenants shall survive the Closing.

IX. ADJUSTMENTS, CONVEYANCE TAXES AND OTHER COSTS

- 9.1 Water charges, utility fees or deposits, fuel and other operating costs, if any, shall be adjusted on a pro rata basis between Developer and City as of the date of the Closing as is customary for New London County. Taxes shall be determined on an assessment year basis under Section 12-81a of the Connecticut General statutes.
- 9.2 The City shall pay the local and State of Connecticut conveyance taxes due in connection with the sale of the Property at Closing by payment at closing or by making an adjustment to the purchase price in the appropriate amount, and all other fees, costs or expenses incurred by it in connection with the sale under this Agreement, including, without limitation, the fees or expenses of its counsel.
- 9.3 The Developer shall pay the premium and cost of any title insurance policy that it obtains on the Property and all other fees, costs or expenses incurred by it in connection with its purchase under this Agreement, including, without limitation, any surveys, tests, inspections or other activities performed in connection with said purchase and the fees or expenses of its counsel.

X. DAMAGE OR CONDEMNATION

- 10.1 If the Property is damaged from any cause or condemnation prior to the Closing, the City shall promptly give the Developer written notice of such event, and the Developer shall have the option of:
 - a. Accepting title to the Property in its damaged or condemned condition and receiving a credit on the purchase price equal to any insurance monies (and any deductible amount) or condemnation awards paid or to be paid to the City on account of such loss, or taking an assignment of the City's rights to receive the same; or
 - b. Canceling this Agreement, in which event the City shall refund to the Developer any payments as the Developer may have made on the purchase price in anticipation of the Closing, but otherwise neither party shall have any further liability under this Agreement and this Agreement shall become void and of no effect except with respect to the Developer's indemnities herein contained, which indemnities shall survive such termination.
- 10.2 The Developer shall have thirty (30) days after such notice within which to notify the City that he will accept title pursuant to Subparagraph (a) above; otherwise the Developer will be deemed to have cancelled this Contract under Subparagraph (b) above.

XI. DEFAULT

- 11.1 City's Default. If City is in default by reason of failure or refusal to comply with any material term of this Agreement and such default is the sole and direct cause of the Developer's inability to perform its obligations under this Agreement, the Developer may as its exclusive remedy: (i) terminate this Agreement by written notice thereof delivered to the City on or before the Closing whereupon the parties shall have no further right or obligation hereunder except as otherwise expressly provided for; or (ii) pursue enforcement of specific performance of this Agreement.

- 11.2 Developer's Default; Right of City to Terminate Agreement before Closing. If the Developer fails to meet or reasonably satisfy any of its obligations hereunder, including any conditions of sale enumerated in Articles II and III, the City shall have the right to waive such conditions in a written notice to the Developer and proceed with the Closing, or elect to terminate this Agreement by notice to the Developer after notice and opportunity to cure as hereafter provided. As a condition to the City's right to terminate this Agreement, the City shall give written notice of the Developer's default whereupon the Developer shall have thirty (30) days to affect a cure of such noticed default unless such cure cannot be reasonably effected within such time period and the Developer has timely commenced and diligently pursues such cure in which case the time to affect such cure shall be a reasonable time. If after such notice and opportunity to cure, the City elects to provide notice of termination, all obligations of the City under this Agreement shall terminate upon the receipt of said notice of termination unless the failure of such conditions was caused solely as a result of the intentional and wrongful action of the City. The failure of the City to so give notice of default or of termination shall not constitute the waiver of such rights with respect to future or ongoing defaults. Termination pursuant to the terms of this Article shall not release the Developer of any indemnity obligations expressly provided for in this Agreement nor shall such termination be deemed to waive any right of the City to seek recourse against the Developer for any damage to the Property and/or diminution of value caused by the Developer as of the date of termination, which rights the City expressly reserves.
- 11.3 No Obligation to Reimburse Developer. To the maximum extent allowed by law, the Developer does for itself and its successors and assigns release and waive any and all claims for monetary damages against the City, the City and its and their representatives and employees without limitation arising out of any default by the above releasees hereunder, including but not limited to any claim for reimbursement for any Work performed, costs and expenses related thereto, unjust enrichment, quantum meruit and/or consequential damages

XII. MISCELLANEOUS

- 12.1 No Broker. The Developer and the City agree that no broker acted on behalf of either party in the transactions contemplated by this Agreement and each does hereby agree to defend, indemnify and hold harmless the other from and against any loss, cost, expense, claim or liability arising under or in respect of any claim by any broker, person or entity for any commission or fee based in whole or in part upon any act of the Developer or the City, respectively.
- 12.2 Assignment of Contract, Recording. The Developer may assign this Agreement subject to the City's written consent, not to be unreasonably withheld or delayed. Neither this Agreement nor any notice thereof shall be recorded on any land records without the prior written permission of the City and the Developer.
- 12.3 Effectiveness of Agreement; Time is of the Essence. This Agreement shall only become effective as a contract for the purchase and sale of the Property after it has been duly executed by each of the City and the Developer in two or more counterparts and such fully executed counterparts have been delivered by the parties to each other. All dates provided for herein shall be strictly construed and considered to be of the essence to this

Agreement provided that any failure of either party to discharge an obligation by a date certain shall be excused to the extent that such delay was caused solely by an event of force majeure.

- 12.4 Other Documents. The parties hereby covenant and agree that each shall execute and deliver at Closing such additional documentation as may reasonably be required to affect the purchase and sale.
- 12.5 Governing Law; Succession and Survival of Rights. This is a Connecticut contract, made and executed in that State, and is to be governed and construed according to its laws. This Agreement shall be binding upon and inure to the benefits of the parties hereto and, to the extent not prohibited under this Agreement, each of their respective successors and assigns.
- 12.6 Due Authority. The City and the Developer and each of their respective signatories to this Agreement represent and warrant that the purchase and sale provided for under this Agreement have been duly authorized and such signatory is duly authorized and empowered to execute and consummate this Contract subject to and in accordance with its terms and conditions.
- 12.7 Notice. Unless otherwise specifically provided herein, all notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by e-mail or United States certified mail, postage prepaid or by nationally recognized overnight courier service:

- a. If to City:

City of Norwich
Attn: John L. Salomone
100 Broadway
Norwich, CT 06360

With copy to:

Michael Driscoll, Esq.
Brown Jacobson, PC
22 Courthouse Square
Norwich, CT 06360-0391
ksternlof@brownjacobson.com

- b. If to Developer:

Women's Institute Realty of Connecticut, Inc.
Attn: Elizabeth B. Crum
75 Charter Oak Avenue
Suite 1-200
Hartford, CT 06106

With copy to:

James M. Scaramozza, Esq.
Hoopes Morganthaler Rausch & Scaramozza LLC
185 Asylum Street, CityPlace II
Hartford, CT 06103
jscaramozza@hmrslaw.com

- 12.8 Severability; Survival after Termination. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the remainder of this Agreement shall not be affected thereby. The provisions of Article XI and all indemnities herein provided to the benefit of the City shall survive the Closing and/or the earlier termination of this Agreement.
- 12.9 Entire Agreement; Amendment. All prior negotiations between the parties including the Letter of Intent are merged by and in this Agreement so that this Agreement, together with the exhibits attached hereto, contains and embodies the entire agreement of the parties hereto, and there are no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Agreement. This Agreement may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by the parties hereto.
- 12.10 Assignability. This Agreement may be assigned, upon prior written notice to the City, by the Developer to a limited liability company of which the Developer shall be its member (the "LLC"). The parties hereby acknowledge and agree that the LLC may itself thereafter become the general partner of a limited partnership that may be formed in conjunction with the Developer's procurement of project financing, as may be required in conjunction with the syndication of federal low-income housing tax credits should such credits be allocated to the Property. But in all instances, the Developer shall remain affiliated with any such project entity that may be formed.
- 12.11 Timelines. Attached hereto as Exhibit B is a schedule and outline of dates and corresponding benchmarks for purposes of performing or satisfying certain conditions precedent as set forth and provided for hereunder. This Exhibit B is not intended to supersede this Agreement should the information therein referenced conflict with the terms and conditions of this Agreement. Said Exhibit B is being provided for illustration purposes only. Should any conflict arise between this Agreement and Exhibit B, this Agreement shall govern and control.
- 12.12 Counterpart Execution/Electronic or Facsimile Transmission of Signature Pages. This Agreement may be executed in any number of counterparts, but when taken together will constitute but one and the same Agreement. Additionally, signature pages to this Agreement may be delivered electronically or by facsimile and shall be accepted for all purposes as original.

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Exhibit A

REAL PROPERTY DESCRIPTION

[See Attached]

EXHIBIT B

Reid & Hughes – Development Timeline Requirements

- **Section 2.1 Development for Proposed Use.**
 - The Developer shall commence the Use upon the Developer's taking title to the Property (unless sooner acquired as hereinafter provided for purposes of stabilization of the Building) and shall continue the Use for a period of not less than five (5) years from completion of the Work and issuance of all required permanent certificates of occupancy.

- **3.1 Building Stabilization.**
 - Developer shall have ninety (90) days from the date of Agreement to obtain the necessary funds to accomplish the stabilization of the Building concerning this phase of the project (the "Stabilization Assessment Period").
 - Not later than ten (10) days after it has received any funding for this phase of the project, Developer shall notify the City in writing of this milestone.
 - The Developer shall then have one hundred twenty (120) calendar days after the Stabilization Assessment Period to complete the building stabilization (the "Completion of the Building Stabilization").
 - Upon the Completion of the Building Stabilization, the Developer shall thereafter have thirty-six (36) months (the "Financing Contingency Period") to obtain all of the required funds that the Developer determines are necessary, in order to complete the renovation of the Building and the Work (as defined below).
 - Developer shall provide the City a quarterly update of its funding efforts during the Financing Contingency Period.

- **3.2 Due Diligence Period.**
 - Developer shall have ninety (90) days from the date of this Agreement (the "Due Diligence Period"), to conduct such inspections and investigations of the Property and the Building as the Developer may determine is necessary to determine the feasibility of the project.
 - If Developer determines not to proceed with its obligations under this Agreement after completing its Due Diligence, for any or no reason, Developer shall give written notification of such determination to the City on or before the first business day following the conclusion of the Due Diligence Period (the "Due Diligence Date") with time being of the essence to the giving of such notice.
 - During the Project Development Period, the Developer shall hire a structural engineer to prepare a report detailing any repairs necessary to allow for the proposed future occupancy of the Building for the Use (the "Structural Report"). The Structural Report shall be presented to the City of Norwich Planning and Neighborhood Services Department for approval, which approval will not be unreasonably withheld, delayed or conditioned, and will be provided within thirty (30) days of its submittal or else the Project Development Period shall be

extended for each day and the total period of time beyond said thirty days in which the City of Norwich Planning and Neighborhood Services Department takes to provide such approval.

- During the Project Development Period, the Developer shall present to the City for approval, architectural drawings and engineering plans detailing the proposed Work (the "Plans"). In no event shall any construction or Work start until the City approves the Plans, which approval will not be unreasonably withheld, delayed or conditioned, and will be provided within thirty (30) days of its submittal or else the Project Development Period shall be extended for each day and the total period of time beyond said thirty days in which the City of Norwich Planning and Neighborhood Services Department takes to provide such approval (if any, as discussed below). Within 150 days of the Plan Date (i.e., when the Plans have been approved), the Developer shall timely apply for and obtain any necessary permits to conduct the Work, but within the Project Development Period in all instances
 - If the Planning and Neighborhood Services Department does not approve the Plans as submitted, the Planning and Neighborhood Services Department shall provide written notice to the Developer of the deficiencies in the Plans to be addressed, within said 30-day period. The Developer and the Planning and Neighborhood Services Department shall negotiate in good faith to resolve such deficiencies but if no resolution is reached within thirty (30) days of the date of such written notice from the Planning and Neighborhood Services Department, either the Developer or the City may terminate this Agreement by written notice to the other.
 - The Developer shall timely apply for and obtain any necessary permits to conduct the Work within one hundred fifty (150) days of the Plan Date.
- **Section 4.1 Closing.**
 - The City shall convey the Property to the Developer and the Developer shall purchase the Property from the City within twenty (20) days of written notice from Developer following the Developer's satisfaction of the all conditions precedent to the City's obligations to convey.
 - Should the Developer determine that during the Stabilization Assessment Period, to achieve the Completion of the Building Stabilization, that it must grant or pledge collateral in the form of a mortgage lien on the Property to any funder or lender, upon the prior written and reasonable approval of the City concerning any such proposed stabilization, mortgage financing from such third party source(s), the City hereby agrees to convey title to the Property within twenty (20) days of written notice from the Developer.

Dated at Norwich, Connecticut this 22nd day of August 2017.

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 August 21, 2017, and that the same has not been amended or rescinded:

Relative to extending the delay in hiring of certain positions and postponement of layoff of employees funded by the general fund until October 1, 2017.

WHEREAS, the budget for Fiscal Year 2017-18 adopted on June 12, 2017 includes the elimination of positions; and,

WHEREAS, the City of Norwich has positions which are currently vacant; and,

WHEREAS, the City of Norwich receives over 30% of its general fund operating revenue from municipal aid from the State of Connecticut; and,

WHEREAS, the Connecticut General Assembly has not yet adopted the State of Connecticut's 2017-2019 biennial budget; and,

WHEREAS, Connecticut House Bill 7294, if adopted, would allow a municipality to amend its budget for the fiscal year ending June 30, 2018 if it adopted its budget prior to the adoption of the state budget and "such municipality...receives, pursuant to such adopted state budget, a different amount of state aid than that projected in the municipality's...adopted budget;" and,

WHEREAS, the Council of the City of Norwich recognizes it is desirable to maintain continuity in the staffing of the departments of the City of Norwich by avoiding the implementation of layoffs in the event that municipal aid from the State of Connecticut exceeds the amounts estimated in the budget adopted by the City of Norwich on June 12, 2017.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that all layoffs from positions funded by the general fund be postponed until October 1, 2017.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the following positions which are currently vacant or expected to be vacant as of September 1, 2017 and funded in the budget for Fiscal Year 2017-18, as adopted on June 12, 2017, shall remain vacant until October 1, 2017:

- One Police Officer – Police Department
- Recreation Director – Recreation
- Blight Control/Housing Enforcement Officer – Planning & Neighborhood Services Department

BE IT ACKNOWLEDGED BY THE COUNCIL OF THE CITY OF NORWICH, that although the postponement of layoffs and delay of filling of vacant positions is likely to have a neutral or positive net budgetary impact on the general fund budget for Fiscal Year 2017-18, these actions may necessitate budget transfers among departments later in the fiscal year.

Dated at Norwich, Connecticut this 22nd day of August 2017.

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 August 21, 2017, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich became the owner of property located at 19 North Cliff Street following a foreclosure by sale through a committee deed recorded June 22, 2016 at volume 2966, page 313 of the Norwich Land Records; and

WHEREAS, the Council of the City of Norwich by resolution adopted April 3, 2017 appointed a committee to be known as the "19 North Cliff Street Committee of Sale" to review the condition of the property and to make a recommendation to the Council of the City of Norwich as to disposing of the property, and additionally requested that if the Committee recommended the property be sold in "as is" condition, it attempt to identify a prospective purchaser or purchasers of the property and make recommendation with respect to any proposed sale of the property to the council; and

WHEREAS, the Committee has unsuccessfully attempted to sell the property through a Request for Proposals published on the city website; and

WHEREAS, the Committee believes there may have been inadequate notice of the availability of the property in connection with said Request for Proposal; and

WHEREAS, At least two individuals have since expressed an interest in acquiring said property; and

WHEREAS, the Committee recommends it issue a second RFP soliciting parties interested in purchasing the property and/or restoring the property.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that it accepts the recommendation of the 19 North Cliff Street Committee of Sale to issue a second Request for Proposals for this property and authorizes and directs the 19 North Cliff Street Committee of Sale to arrange the issuance of said Request for Proposals setting an issuance date, a response date, and such other terms and conditions as it deems to be appropriate, but including the price to be offered to purchase the property which shall not in itself be determinative; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that within sixty (60) days of the response date, unless this time is extended by the council, the 19 North Cliff Street Committee of Sale complete its review process and make its recommendation or recommendations as to the proposed disposition of the property to the Council of the City of Norwich for its consideration and potential approval.

Dated at Norwich, Connecticut this 22nd day of August 2017.

ATTEST:

Betsy M. Barrett
City Clerk