

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by the Council of the City of Norwich at a meeting held on February 20, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, the City of Norwich has historically experienced severe damage from natural hazards and it continues to be vulnerable to the effects of those natural hazards profiled in the plan (e.g. *flooding, high wind, thunderstorms, winter storms, earthquakes, dam failure, and wildfires*), resulting in loss of property and life, economic hardship, and threats to public health and safety; and

**WHEREAS**, the Southeastern Connecticut Council of Governments, of whom the City of Norwich is a member, has developed and received conditional approval from the Federal Emergency Management Agency (FEMA) for its Hazard Mitigation Plan Update, 2017 under the requirements of 44 CFR 201.6; and

WHEREAS, committee meetings were held and public input was sought in 2016 and 2017 regarding the development and review of the Hazard Mitigation Plan Update, 2017; and

**WHEREAS**, the Norwich City Council approved the previous version of the Plan in 2012; and

**WHEREAS**, the Plan specifically addresses hazard mitigation strategies and Plan maintenance procedures for the City of Norwich; and

**WHEREAS**, the Plan recommends several hazard mitigation actions that will provide mitigation for specific natural hazards that impact the City of Norwich, with the effect of protecting people and property from loss associated with those hazards; and

**WHEREAS**, adoption of this Plan will make the City of Norwich eligible for funding to alleviate the impacts of future hazards.

Now therefore be it RESOLVED by the Council of the City of Norwich that:

1. The Plan is hereby adopted as an official plan of the City of Norwich;
2. The respective officials identified in the mitigation strategy of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them;
3. Future revisions and Plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as a part of this resolution for a period of five (5) years from the date of this resolution.
4. An annual report on the progress of the implementation elements of the Plan shall be presented to the City Council.

[Hazard Mitigation Norwich Annex Update-ADOPTED](#)

[Hazard Mitigation SCCOG MJ ADOPTED](#)

[Hazard Mitigation SCCOG MJ APPENDIXES A-C](#)

[Hazard Mitigation SCCOG MJ APPENDIXES D-E](#)

Dated at Norwich, Connecticut this 23<sup>rd</sup> day of February 2018.

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 February 20, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, Preserve America is a White House initiative established by President George W. Bush and developed in cooperation with the Advisory Council on Historic Preservation, The U.S. Department of the Interior, and the U.S. Department of Commerce; and

**WHEREAS**, the goals of this initiative include a greater shared knowledge of our Nation's past, strengthened regional identities and local pride, increased local participation in preserving the county's irreplaceable cultural and natural heritage assets, and support for the economic vitality of communities; and

**WHEREAS**, this initiative is compatible with Norwich's interests and goals related to historic preservation; and

**WHEREAS**, designation as a Preserve America Community will work to improve Norwich's ability to protect and promote its historical resources.

**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 assistance as he may require, to apply for the designation of the City of Norwich as a Preserve America Community; and

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that if the City of Norwich is designated as a Preserve America Community it will work to protect and celebrate our heritage, use our historic assets for economic development and community revitalization, and encourage people to experience and appreciate local historic resources through education and heritage tourism programs.

Dated at Norwich, Connecticut this 23<sup>rd</sup> day of February 2018.

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 February 20, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, the Council of the City of Norwich by Resolution adopted December 18, 2017 accepted the proposal of the LeWitt Group of 3 Rockwell Terrace to acquire the properties located at 80 and 68 Broadway (Map 102, Block 2, Lots 38 and 39, respectively) for a total price of \$131,300.00 subject to the City and the LeWitt Group reaching a satisfactory agreement concerning the development and transfer of the properties; and

**WHEREAS**, by said Resolution the Council of the City of Norwich authorized City Manager John Salomone to negotiate an agreement with the LeWitt Group and present the same to the Council of the City of Norwich in a timely fashion for its review and approval; and

**WHEREAS**, the LeWitt Group through Otis Homes, LLC is prepared to enter into a Purchase and Sales Agreement negotiated with the City of Norwich through City Manager John Salomone, a copy of which Purchase and Sales Agreement is attached hereto as Exhibit A; and

**WHEREAS**, the Council finds it to be in the best interest of the City of Norwich to enter into said 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 execute said Agreement on behalf of the City of Norwich and to sign, deliver, receive and accept such other documents, including but not limited to, those identified in Paragraph 5 of the Agreement as the closing documents listed as Quit Claim Deed, an Affidavit of Title, an Affidavit pursuant to Internal Revenue Code §1445, any documents required to clear title that the seller has elected to cure and such other documents as reasonably requested by counsel for the Purchaser and necessary to consummate the transaction contemplated in the Agreement.

Exhibit A.

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (the "Agreement") is made as of the last date signed below, by and between **THE CITY OF NORWICH**, acting through its City Manager with an address and place of business at 100 Broadway, Norwich, CT 06360 ("Seller" or "City"), and **OTIS HOME LLC**, a Connecticut limited liability company with an address and place of business at 3 Rockwell Terrace, Norwich, CT 06360 ("Purchaser").

**WITNESSETH:**

1. **SALE OF PROPERTY.** For fair and adequate consideration acknowledged received, Seller hereby agrees to sell and Purchaser hereby agrees to purchase, subject to the terms and conditions set forth in this Agreement, all of Seller's right, title and interest in and to those certain pieces or parcels of land, with all buildings and other improvements thereon, located at **68 Broadway** and **80 Broadway** in the City of Norwich, County of New London and State of Connecticut, as more particularly described in Exhibit A attached hereto and made a part hereof.

2. **PURCHASE PRICE.** The purchase price shall be One Hundred Thirty-One Thousand Three Hundred and No/100 Dollars (\$131,300.00) (the "Purchase Price"), paid as follows:

(a) Twenty Thousand and No/100 Dollars (\$20,000.00) at the time Purchaser executes this Agreement (the "Deposit"). The Deposit shall be held by Seller and may be co-mingled with other funds of Seller unrelated to this transaction. Delivery and acceptance of the Deposit shall not constitute evidence of a binding, effective and enforceable agreement between the parties; and

(b) The balance of One Hundred Eleven Thousand Three Hundred and No/100 Dollars (\$111,300.00) by wire transfer, bank check or certified funds at Closing (as defined in Section 4 below).

(c) The parties agree the Purchase Price shall be allocated as follows:

68 Broadway:	\$ TBD
80 Broadway:	\$ <u>TBD</u>
Total:	<u>\$131,300.00</u>

3. **TITLE.**

(a) The Purchaser shall bear all costs for title examinations, abstracts, surveys, title insurance and any and all other inspections of the title to the Property that the Purchaser may require.

(b) The Seller shall convey such title as the Seller has in and to the Property subject to, and without limitation: (i) any and all provisions of any ordinance, municipal regulation, or public or private law; (ii) any declarations, restrictions, covenants, and easements of record; (iii) any state of facts which an accurate survey or personal inspection of the Property might reveal; and (iv) current property taxes.

Subsection (b) above notwithstanding, Purchaser shall have the right to terminate its obligations hereunder by notice to Seller given on or before the sixtieth (60<sup>th</sup>) day following the date of this Agreement of Purchaser's inability to obtain a title commitment satisfactory to Purchaser from a Title Insurance Company doing business in the State of Connecticut. If timely given such notice shall terminate this Agreement, the Seller shall return the Deposit within ten (10) days from receipt of such notice and all rights and obligations of the parties to each other under this Agreement not expressly stated herein as surviving shall terminate. Termination pursuant to this subsection shall not be deemed a default. If no such notice is so timely given, then this title contingency shall be deemed satisfied.

4. CLOSING. Subject to the other terms of this Agreement, the closing shall be held at the offices of the City Manager, Norwich City Hall, 100 Broadway, Norwich, Connecticut, unless otherwise agreed, on the date which is thirty (30) days following the City's acquisition of the final Seller Approval (as defined below), or earlier as may be agreed upon between the parties.

5. CLOSING DOCUMENTS. At Closing, Seller shall deliver to Purchaser the following:

(a) A quit claim deed in substantially the same form as Exhibit B attached hereto and made a part hereof (the "Deed");

(b) An affidavit of title with respect to the Property in the form provided by a recognized title insurance company authorized to do business in the STATE OF CONNECTICUT;

(c) An affidavit made under penalty of perjury, to the effect that Seller is not a "foreign person" in the sense of the Internal Revenue Code, Section 1445;

(d) Documents to clear those items of title that Seller has elected to cure, if not earlier provided; and

(e) Such other documents as are reasonably requested by counsel for Purchaser and as necessary to consummate the transaction contemplated by this Agreement; provided the same do not impose upon Seller any obligation or liability not specifically provided for herein.

6. PERSONAL PROPERTY. The Seller shall not be obligated to remove any personal property from the Property; however, Seller reserves the right to remove any and all personal property from the Property prior to Closing. To the extent permitted by all applicable laws and regulations, any personal property at the Property after the Closing shall be deemed abandoned and Purchaser may retain or dispose of such personal property at its discretion.

7. ADJUSTMENTS. All taxes, water charges or other governmental charges and assessments applicable to the Property shall be adjusted at Closing. All charges and expenses for taxes, utilities such as water, sewer, electricity and gas that relate to a period prior to the Closing shall be paid by Seller. All such charges and expenses that relate to a period on and after the Closing shall be paid by Purchaser.

8. SPECIAL CONTINGENCIES. The Seller's obligation to convey the Property to Purchaser, and the Purchaser's obligation to purchase the Property from the Seller are contingent upon the following:

(a) Purchaser's determining, within sixty (60) days of the date of this Agreement and in the exercise of its sole and absolute discretion, that the project (the "Project") described in the response to the City's RFP No. 18-04 submitted by Purchaser's related parties entitled "Rose City Food Hall" is not financially feasible and cannot be undertaken and timely completed at reasonable cost with a reasonable expectation of a satisfactory return on investment (the "Financial Feasibility Contingency"); and

(b) Purchaser obtaining, free from appeal after the expiration of any statutory appeal period, all approvals, rulings, waivers or releases from the Norwich City Council, the City's Corporation Counsel, and any other agency or board of the City whose approval is required by law that the Purchaser may determine are necessary to develop the Project (collectively the "Seller Approvals"). If the Property was purchased or improved with proceeds of tax-exempt obligations issued or to be issued by the State, the approval of the Office of the State Treasurer may, if so determined by the City, also be required as a Seller Approval.

If Purchaser provides notice to Seller on or before the sixtieth (60th) day from the date of this Agreement that Purchaser has determined the Project is not financially feasible, such notice shall terminate this Agreement, the Seller shall return the Deposit within ten (10) days from receipt of such notice and all rights and obligations of the parties to each other under this Agreement not expressly stated as surviving shall terminate. Termination pursuant to this subsection shall not be deemed a default. If no such notice is so timely given, then the Financial Feasibility Contingency shall be deemed satisfied.

If any Seller Approval is denied, or if one or more Seller Approvals are obtained with conditions that are materially adverse to the Purchaser as determined by the Seller in its sole discretion, either party may terminate this Agreement upon ten (10) days' prior written notice to the other. Upon such termination, the Seller shall return the Deposit within ten (10) days from receipt of such written notice of termination and all rights and obligations of the parties to each other under this Agreement shall be terminated. Termination pursuant to this subsection shall not be deemed a default.

The Seller shall use its diligent and reasonable efforts to obtain the Seller Approvals. Upon request of Purchaser, Seller shall provide to the Purchaser copies of pertinent documents filed or received by the Seller in the course of pursuing its Seller's Approvals and copies of Seller's Approvals as they are received. Upon Seller's receipt of all Seller's Approvals, Seller shall provide written notice to the Purchaser that this contingency has been satisfied.

9. PROPERTY CONDITION; INSPECTION; INDEMNIFICATION; COMPLIANCE WITH LAWS; DEFINITIONS.

(a) Purchaser shall accept the Property and such improvements in "AS IS" condition without any warranty or reliance upon oral or written representations from the Seller concerning the conditions of the Property or its improvements, including but not limited to, dimensions, soil conditions, groundwater or other environmental conditions,

municipal restrictions on use, encumbrances or uses by third parties. The provisions of this Paragraph 9(a) shall survive the Closing.

(b) For the sixty day (60) day period commencing as of the date of this Agreement, Purchaser and the Purchaser's designees shall have reasonable access during normal business hours to the Property from time to time as and when the Purchaser shall reasonably deem necessary for the purpose of making, at the sole cost and expense of the Purchaser, such measurements, surveys, examinations, inspections, tests and analyses of the Property, including without limitation, soil borings, groundwater and other environmental testing ("**Inspections**") that the Purchaser deems necessary or desirable. Prior to entering the Property, the Purchaser shall (i) deliver or cause to be delivered to Seller from the contractor entering the Property a certificate of insurance, in form and substance reasonably acceptable to the Seller and issued by insurers of recognized responsibility licensed to do business in the State of Connecticut and reasonably satisfactory to the Seller, with respect to the Property, with limits not less than \$1,000,000 single event limit on which Seller is named as an additional insured; and (ii) notify the Seller's manager on the Property, to be identified by Seller in writing to Purchaser upon final approval of this Agreement, no less than three (3) days in advance of its intended activities. No such activities may be conducted until the Seller has granted its written approval, which approval will not be unreasonably withheld or delayed, giving due consideration to the safety concerns of the Seller. Purchaser and/or its agents shall conduct such activities in a manner designed not to disturb any lawful occupants of the Property at the time thereof. Upon the completion of such activities, the Purchaser shall promptly restore the Property to a condition substantially similar to its condition prior to the start of such activities; provided, however, that the Purchaser's obligation to restore the Property is in all respects subject to applicable environmental laws and the Purchaser shall not be required to restore the Property, indemnify the Seller, or be liable to the Seller for failing to restore the Property if restoration would result in a violation of any State or federal law or regulation, unless the violation is directly attributable to the Purchaser's own acts or omissions. In the event any environmental condition or contamination results from Purchaser's activities on the Property, Purchaser shall remediate any such condition or hazard.

(c) Indemnification.

(1) The Purchaser shall indemnify, defend and hold harmless the City and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (i) Claims arising, directly or indirectly, from the negligent acts or omissions of the Purchaser or any of its employees, agents, contractors, or invitees in connection with this Agreement (collectively, the "**Acts**"); (ii) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with the Claims, the Acts or this Agreement, and (iii) any and all liability, loss, costs and expenses, including reasonable attorneys' fees, damages, liens and judgments for personal injury or property damage resulting directly or indirectly from, or occurring during, the Inspections or other activities on the Property by the Purchaser or the Purchaser's designees.

(2) The Purchaser shall not be responsible for indemnifying or holding the City harmless from any liability arising due to the negligence of the City or any third party acting under the direct control or supervision of the City.

(3) The Purchaser's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Purchaser is alleged or is found to have merely contributed in part to the Acts .

(4) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(d) As of the Closing Date, Purchaser shall assume responsibility for compliance with all laws, and regulations, inclusive of environmental regulations, pertaining to the Property and the operation thereof, and shall complete the assessment and Remediation of any contamination discovered on the Property before or after the closing. "Remediation" means to contain, remove or abate pollution, potential sources of pollution and substances in soil or sediment which pose an unacceptable risk to human health or the environment as required by and in compliance with applicable environmental laws, and regulations, inclusive of the Connecticut Remedial Standard Regulations, CRSR §22a-133 K-1 *et seq.* Effective as of the Closing, Purchaser also shall assume responsibility for compliance with the Transfer Act, if applicable.

(e) Definitions.

The following terms shall have the following meanings as used in this Agreement:

(1) Claims: all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

(2) Environmental Laws: Any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic or waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sec. 9601 *et seq.*, the Superfund Amendments and Reauthorization Act, 42 U.S.C. Secs. 9601 *et seq.*, the Federal Oil Pollution Act of 1990, §§ 2701, *et seq.*, the Federal Toxic Substance Control Act, 15 U.S.C. §§ 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. §§ 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. §§ 401 *et seq.*, and all rules and regulations of the Environmental Protection Agency, or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction over environmental or health and safety matters, as such have been amended.

10. PURCHASER'S REPRESENTATIONS AND WARRANTIES. The Purchaser represents and warrants with the Seller as follows, such representations and warranties to be true as of the date hereof with the same force and effect as though such representations and warranties had been made as of the Closing Date, and shall survive the Closing:

(a) Purchaser is a limited liability company duly organized and validly existing under the laws of the State of Connecticut, and has full power and authority to enter into this Agreement and to carry out its contemplated transactions;

(b) The obligations of the Purchaser under this Agreement are valid and legally binding on the Purchaser;

(c) The person(s) executing this Agreement on behalf of the Purchaser is legally authorized to act on behalf of and bind the Purchaser.

The transactions contemplated by this Agreement are not in violation of, nor prohibited by, the terms of the certificate of organization, operating agreement, or any other agreement, license, commitment, oral or written, of the Purchaser.

11. SELLER'S REPRESENTATIONS. The Seller represents to the Purchaser as follows, such representations to be true to the best of the Seller's knowledge as of the date hereof and shall survive the Closing:

(a) The Seller has full power and authority to carry out the obligations of this Agreement;

(b) The obligations of the Seller under this Agreement are valid obligations of the Seller and are legally binding on the Seller; and

(c) The person executing this Agreement on behalf of the Seller is legally authorized to act on behalf of and bind the City.

12. BROKER. Each Party represents that it has involved no real estate agent or broker in this transaction. The Purchaser hereby agrees to indemnify, defend and hold harmless the Seller from any and all liability, loss, cost or expense, including reasonable attorneys' fees, damages, liens or judgments arising from any claim, action or proceeding for commission or other compensation by any broker or agent claiming to have brought about this transaction on behalf of the Purchaser.

13. NOTICES. Notices permitted or required under this Agreement shall be deemed received upon personal delivery, or upon one (1) business day following pick up by overnight courier (provided a receipt for delivery is obtained), or three (3) business days following mailing by certified mail, postage prepaid, return receipt requested to:

TO SELLER: City of Norwich  
City Hall  
100 Broadway  
Norwich, CT 06360  
Attn: City Manager

WITH A COPY TO: Brown Jacobson  
22 Courthouse Square  
Norwich, CT 06360  
Attn: Michael E. Driscoll, Corporation Counsel

TO PURCHASER: Otis Home LLC  
Attn: Asaf Cohen, Member  
3 Rockwell Terrace  
Norwich, CT 06360

WITH A COPY TO: Attorney Karl-Erik Sternlof  
Waller, Smith & Palmer, P.C.  
52 Eugene O'Neill Drive  
New London, CT 06320

Any address or name specified above may be changed by a notice given to the addressee by the other party in accordance with this Section. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of this notice as of the date of such inability to deliver or rejection or refusal to accept.

14. DEFAULT.

(a) In the event of a default by the Purchaser of its obligations under this Agreement, Seller shall notify Purchaser in writing of the nature of the default. Purchaser shall have fifteen (15) days from receipt of such notice to cure the default or make reasonable provisions to cure such default if such cure cannot be completed within the fifteen (15) day period, provided that the time period for such cure shall not exceed thirty (30) days from the receipt of such notice. In the event Purchaser fails to cure the default, Seller shall have the right to terminate this Agreement with written notice to Purchaser whereupon Seller's sole recourse shall be to retain the Deposit as liquidated damages for the default.

(b) In the event of a default by Seller of its obligations under this Agreement, Purchaser shall notify Seller in writing of the nature of the default. Seller shall have fifteen (15) days from receipt of such notice to cure the default or make reasonable provisions to cure such default if such cure cannot be completed within the fifteen (15) day period, provided that the time period for such cure shall not exceed thirty (30) days from the receipt of such notice. In the event Seller fails to cure the default, Purchaser shall have the right in at its sole option either to terminate this Agreement by giving written notice to the Seller of such termination, in which event the Seller shall return the Deposit to the Purchaser within ten (10) days of receipt of such notice of termination and all obligations of the parties one to the other shall be terminated or seek the equitable relief of specific performance provided, however, that in no event shall Purchaser to seek from Seller monetary damages as Purchaser hereby expressly and knowingly waives all right to claim monetary damages.

15. RISK OF LOSS. Risk of loss or damage to the Property or any portion thereof by fire or other casualty until the time of the delivery of the Deed as provided in this Agreement is assumed by and shall remain with the Seller. Notwithstanding, Seller shall not have any obligation or liability, except at the Seller's option, for the repair or replacement of any such loss or damage to the Property. In the event that the Seller does not elect to repair or replace, or fails to repair or replace within ninety (90) days following any such loss, damage or casualty, the Purchaser, at its sole discretion, may (a) opt to waive the casualty and close

on the Property or (b) declare this Agreement void, thereupon which the Seller shall return the Deposit. Upon receipt of the Deposit, further claims and obligations between the parties hereto by reason of this Agreement shall be deemed released and discharged.

16. INTENTIONALLY DELETED.

17. DRAFTING ROLES. The parties agree that each has played a material role in the negotiation and drafting of this Agreement, and that the document shall not be construed against any party merely because of that party's role in the drafting thereof.

18. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same agreement.

19. FORUM AND CHOICE OF LAW. The parties deem the Agreement to have been made in the City of Norwich, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the City, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of New London only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the municipal immunity of the City of Norwich. The Purchaser waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

20. COOPERATION. Upon the Purchaser's request and at no cost to the Seller, the Seller agrees to execute and deliver to the Purchaser such additional instruments, certificates and documents as the Purchaser may reasonably require, whether or not after the Closing Date, in order to provide the Purchaser with the rights and benefits to which the Purchaser is entitled under this Agreement. The Seller shall execute at no cost to the Seller, as owner of record of the Property, whatever applications the Purchaser may reasonably request in order to obtain all of the licenses, permits, and approvals necessary for the intended use of the Property. Nothing in this provision shall obligate Seller to accept or undertake obligations or liabilities not expressly set forth in this Agreement.

21. ENTIRE AGREEMENT. This Agreement, including all exhibits hereto, will become effective upon the approval of the City Council of the City of Norwich and execution by its City Manager, and constitutes the entire understanding between the parties with respect to the Property and no oral statements, representations, promises or understanding not set forth in this Agreement shall bind the parties unless reduced to writing and signed by both parties. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the City Council of the City of Norwich.

22. ASSIGNMENT. The Purchaser may not assign its interest in this Agreement without the prior written consent of the Seller, which consent may be withheld in Seller's sole discretion.

23. MUNICIPAL IMMUNITY. The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the City of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the City or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

24. WAIVERS; EXTENSIONS. No waiver of any breach of any provision of this Agreement will be considered a waiver of any preceding or succeeding breach of such provision or of any other provision of this Agreement. No extension of time for the performance of any obligation or act will be considered an extension of time for the performance of any other obligation or act.

25. BINDING EFFECT; NO THIRD PARTY BENEFIT. This Agreement will bind and inure to the benefit of the parties and their respective successors and assigns. The parties and their respective successors and assigns are the sole beneficiaries of this Agreement and nothing contained in this Agreement is intended to confer any benefit or rights upon any person who is not a party (as used herein, any reference to Seller or the City shall be construed to include any governmental agency of the City of Norwich).

28. CALCULATION OF TIME. Unless otherwise specified elsewhere in this Agreement, a period of time stated as a number of days shall be construed to mean calendar days; provided, however, that when any period of time, so stated would end upon a Saturday, Sunday or State or federal legal holiday, such period will be considered to end upon the next day following which is not a Saturday, Sunday or state or federal legal holiday. "State," for the purpose of this Section, means the State of Connecticut.

29. CAPTIONS. The captions herein are solely for the convenience of the parties and shall have no meaning or effect in construing this Agreement.

30. INSTRUMENT NOT AN OFFER. This instrument shall not be deemed an offer to sell the Property or to convey title thereto and shall be of no force and effect of any kind until it has been duly executed by all parties and all applicable authorization as required by the Connecticut General Statutes have been obtained.

31. ADDITIONAL PROVISIONS. The Agreement is subject to the non-discrimination provisions set forth in Exhibit C attached hereto and made a part hereof.

32. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by it, at the same or different times, or any other such remedies for the same default or breach by the other party, shall not be a waiver of its other remedies.





EXHIBIT A

(Legal Description(s) - 68 Broadway and 80 Broadway, Norwich, Connecticut)





EXHIBIT C

(Non-Discrimination Provisions)

DRAFT

{00336291.5}

Dated at Norwich, Connecticut this 23<sup>rd</sup> day of February 2018.

ATTEST:

*Betsy M. Barrett*

Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on February 20, 2018, and that the same has not been amended or rescinded:

Relative to placing in the suspense account certain real estate taxes.

**WHEREAS**, Section 12-165 of the Connecticut General Statutes, as amended by Section 35 of Public Act 13-276 provides for the administrative procedure for transferring real estate taxes deemed uncollectible to the "suspense" tax book; and,

**WHEREAS**, taxes transferred to the suspense tax book are no longer listed as an asset of the city in its annual financial report; and,

**WHEREAS**, listed below are the names and addresses of the persons against whom certain real estate taxes on the Grand Lists up to and including 2016 were levied and which the Tax Collector believes such taxes are uncollectible because of lack of payment for several years; and,

**WHEREAS**, in accordance with the Tax Collector's recommendation the aggregate sum of \$106,692.58 in real estate tax on the Grand Lists up to and including 2016, to be transferred to the suspense tax book; and,

**WHEREAS**, nothing herein contained shall be construed as an abatement of any tax transferred to the suspense tax account, but any such taxes, as it shall have been increased by interest, penalty fees and charges may be collected; and

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that the aggregate sum of \$106,692.58 representing uncollectible real estate taxes on the Grand Lists up to and including 2016, be and the same hereby are transferred to the suspense account.

UNIQUE ID	ADDRESS	LIST YRS DUE	2016GL AMT DUE
1000020562	56 ALICE ST	2007-2016	\$ 1,047.92
0112180001	HOLLAND AVE	2002-2016	\$ 2,047.08
0112190001	20 CROWN ST	2002-2016	\$ 1,130.76
0112220001	68 THERMOS AVE	2002-2016	\$ 17,370.96
0112230001	116 THERMOS AVE	2002-2016	\$ 1,564.56
0112250001	85 HILLSIDE AVE	2002-2016	\$ 6,092.50
0108790001	751 NORTH MAIN ST	2002-2016	\$ 643.36
0089290001	244 YANTIC RD	2009-2016	\$ 756.48
0089300001	45 SUNNYSIDE ST	2009-2016	\$ 427.04
0360010023	53 PRENTICE ST 23	2005-2016	\$ 772.74
0081360001	FIFTH ST END OF CANAL	2002-2016	\$ 521.52
1200020001	BEEBE RD	2004-2016	\$ 244.02
0049540001	117 RIVER AVE	2002-2016	\$ 39.00
0094660001	SEVENTH ST	2006-2016	\$ 394.80
0057480001	35 LAMBERT DR REAR	2009-2016	\$ 24.41
7125620001	LAUREL HILL RD	2004-2016	\$ 56.95
0100340001	97 FOREST ST	2002-2016	\$ 336.32
0112080001	7 HILLSIDE AVE	2003-2016	\$ 1,330.62
0023810001	OAKRIDGE ST	2008-2016	\$ 848.10
7131530001	337-341 MAIN ST	2009-2016	\$ 71,043.44
<b>Total</b>			<b>\$ 106,692.58</b>

Dated at Norwich, Connecticut this 23<sup>rd</sup> day of February 2018.

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 February 20, 2018, and that the same has not been amended or rescinded:

**WHEREAS,** the City of Norwich became the owner of the property located at 130 Prospect Street by a Tax Collector's Deed recorded June 30, 2014 at Volume 2863, Page 78; and

**WHEREAS,** the condition of the structure on the property was such that it required demolition with Community Development Block Grant funds used in full or in part for the demolition; and

**WHEREAS,** the location and condition of the property is such that the Council of the City of Norwich is of the opinion that it is too small to be used for standalone development and that the preferred disposition of the property would be sale to an abutting property owner subject to the condition that this property be merged with the existing property of the successful bidder; and

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH,** that the Tax Collector of the City of Norwich be and hereby is authorized and directed to sell the property at 130 Prospect Street, identified as Map 94, Block 2, Lot 71, being limited to receiving bids from the owners or agents of those properties immediately abutting 130 Prospect Street, subject to the requirements established for such sales, the auction to take place in such manner and under such terms and at a time and place to be set by the Tax Collector, including the acceptance of bids by mail to the Tax Collector by a specified date. It shall be a specific requirement as a term of the auction that any successful bidder must agree to combine the property with that of the bidder's existing abutting property, and do so within 90 days of the date of auction.

Dated at Norwich, Connecticut this 23<sup>rd</sup> day of February 2018.

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 February 20, 2018, and that the same has not been amended or rescinded:

BE IT RESOLVED that the below named be appointed as a regular member to the Senior Affairs Commission with a term to expire on September 1, 2019 or until a successor is appointed:

Laurieann M. Messore (R)

Dated at Norwich, Connecticut this 23<sup>rd</sup> day of February 2018.

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 February 20, 2018, and that the same has not been amended or rescinded:

**BE IT RESOLVED** that the below named be reappointed as regular members to the Norwich Baseball Stadium Authority with a term to expire on October 31, 2019 or until a successor is appointed:

Thomas L. Cummings (D)  
Sean Ryan (D)

Dated at Norwich, Connecticut this 23<sup>rd</sup> day of February 2018.

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 February 20, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, the City Manager John L. Salomone has recommended the following re-appointments to the Public Parking Commission;

Re-appointed as regular members of the Public Parking Commission for a term to expire on 12/31/19 or until successors are appointed:

Jeffrey Lord (R)  
Sean Ryan (D)

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Norwich hereby approves the re-appointments of the above named to the Public Parking Commission.

Dated at Norwich, Connecticut this 23<sup>rd</sup> day of February 2018.

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 February 20, 2018, and that the same has not been amended or rescinded:

**BE IT RESOLVED** that Timothy Dowhan be appointed as a regular member to the Historic District Commission for a term to expire on December 31, 2019 or until a successor is appointed.

Dated at Norwich, Connecticut this 23<sup>rd</sup> day of February 2018.

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 February 20, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, the Norwich Historical Society Inc. in 2017 obtained funding in the amount of \$38,951 to support efforts to restore the East District Schoolhouse located at 365 Washington Street, Norwich, Connecticut; and

**WHEREAS**, the Norwich Historical Society Inc. proposes to apply for additional funding for the East District Schoolhouse by a grant application due March 1, 2018; and

**WHEREAS**, this application will require the Norwich Historical Society Inc. to demonstrate its specific relationship with the East District Schoolhouse to be considered for the grant and it has requested that the city formally recognize its involvement in the preservation and improvements of the East District Schoolhouse through an agreement; and

**WHEREAS**, attached to this resolution as Exhibit A is a proposed Agreement between the City of Norwich and the Norwich Historical Society Inc. recognizing the Norwich Historical Society Inc. as the custodian of any interest the City of Norwich has in the East District Schoolhouse, such as the interest may be; and

**WHEREAS**, the Council of the City of Norwich finds it to be in the best interest of the city to enter into said Agreement with respect to the Norwich Historical Society Inc. for a term of one year and such additional term or terms as the parties may agree to, subject to the city's right to terminate the Agreement as set forth therein.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that City Manager John Salomone be and hereby is authorized and directed on behalf of the City of Norwich to enter into said Agreement with the Norwich Historical Society Inc. pertaining to the city's interest, such as it may be, and the East District Schoolhouse, recognizing that such service will be provided at no charge or cost to the city.

**AGREEMENT**

This Agreement is entered into this        day of        , by and between THE CITY OF NORWICH, a municipal corporation located in the County of New London and State of Connecticut (hereinafter referred to as the “City”) and THE NORWICH HISTORICAL SOCIETY, INC., a Connecticut corporation organized and existing under the laws of the State of Connecticut and having a principal place of business in the City of Norwich, County of New London, State of Connecticut (hereinafter referred to as the “Historical Society”).

WHEREAS, the structure known as the East District Schoolhouse located at 365 Washington Street, Norwich, Connecticut is an important historic building conveyed in 1789 by Thomas Leffingwell to “the Inhabitants of the East School District in the Town Plat of Norwich forever” of the purpose of “the said Inhabitants building a school house thereon and improving the same forever”; and

WHEREAS, the City, primarily through its Department of Public Works, has maintained said East District Schoolhouse for many years; and

WHEREAS, the Historical Society previously obtained funding for energy efficiency improvements for the East District Schoolhouse under the Van Norstrand Neighborhood Assistance Act and plans to seek additional funding for improving the East District Schoolhouse; and

WHEREAS, the Historical Society has expressed an interest in acting as the custodian of the City’s interest, such as it may be, in the East District Schoolhouse, at no cost or charge to the City.

EXHIBIT A

NOW, THEREFORE, in consideration of the foregoing the City and the Historical Society hereby agree that:

1. The City authorizes and agrees that the Historical Society may act as the custodian of such interest the City may have in the East District Schoolhouse; provided that any such custodianship may be terminated at any time for any reason by the City by giving thirty (30) days written notice. As custodian, the Historic Society will seek to raise monies through government grants, private donations, or otherwise, for the purpose of renovating, repairing, improving, and maintaining the East District Schoolhouse, and will develop a plan detailing the renovation, repair, improvement, or maintenance it determines is necessary.

2. The initial term of this Agreement is for one year commencing on the date of this Agreement, subject to termination by the City as set out in paragraph 1. The term of this Agreement may be extended for such additional terms and under such provisions and restrictions as the parties may agree in writing.

3. The Historical Society shall provide the City with a written report detailing its efforts and progress in raising monies for the renovation, repair, improvement and/or maintenance of the East District Schoolhouse and its plans for the same on or before August 31, 2018. In addition, this report must state whether the Historical Society wishes to continue in its role as custodian past the expiration date of the initial term. The City will determine, in its sole discretion, whether to renew this Agreement for an additional term and will notify the Historical Society of its decision. If the Historical Society fails to deliver

the aforementioned report including notice to the City within the time period set forth, This Agreement shall terminate immediately without the requirement of written notice.

4. The Historical Society may not renovate, repair, improve, maintain, or otherwise alter the East District Schoolhouse in any manner without prior written approval of the City to be given in the City's sole discretion.

5. The Historical Society, through its President, will be given access to the East District Schoolhouse for purposes of fulfilling its role as custodian and such access will be subject to prior approval from the City.

THE CITY OF NORWICH

BY: \_\_\_\_\_  
John Salomone  
City Manager

STATE OF CONNECTICUT )  
 ) ss. Norwich  
COUNTY OF NEW LONDON )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, John Salomone, signer of the foregoing instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained, and acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

THE NORWICH HISTORICAL SOCIETY

BY: \_\_\_\_\_

Its President

STATE OF CONNECTICUT )

COUNTY OF NORWICH )

) ss. Norwich

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, signer of the foregoing instrument, and acknowledged that he executed the foregoing instrument for the purposes therein contained, and acknowledged the same to be his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Dated at Norwich, Connecticut this 23<sup>rd</sup> day of February 2018.

ATTEST:

*Betsy M. Barrett*

Betsy M. Barrett  
City Clerk