

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by the Council of the City of Norwich at a meeting held on March 19, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, the Council of the City of Norwich by resolution adopted January 16, 2018 authorized the 19 North Cliff Street Committee of Sale to negotiate and draft a Development Agreement for 19 North Cliff Street with the Preferred Developer identified as the Burnham Square Development Agency, LLC; and

**WHEREAS**, the Preferred Developer registered with the Connecticut Secretary of State as a domestic limited liability company on January 19, 2018 under the business name of Burnham Square Development LLC; and

**WHEREAS**, the 19 North Cliff Street Committee of Sale has negotiated a Development Agreement with Burnham Square Development LLC, a copy of which is attached to this resolution as Exhibit A, hereby presented to the Council for its consideration; and

**WHEREAS**, on February 28, 2018 Burnham Square Development LLC executed said Agreement, which remains subject to Council approval.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that its resolution adopted January 16, 2018 be amended by substituting the name Burnham Square Development LLC in the resolution in place of Burnham Square Development Agency LLC wherever the latter name appears; and

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that it approves the proposed Development Agreement presented to it as between the City of Norwich and Burnham Square Development LLC for the renovation of 19 North Cliff Street; and

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that City Manager John Salomone be and hereby is authorized and directed to execute said Development Agreement on behalf of the City of Norwich as well as such other documents or correspondence as may be necessary to effectuate the same; and

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that the 19 North Cliff Street Committee of Sale be requested to continue to act on behalf of the city in periodically reviewing the renovations and be and hereby is authorized to monitor the performance of the Burnham Square Development LLC and to report to the council regarding the same at least biannually and additionally as necessary.

## EXHIBIT A

### CITY OF NORWICH DEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of this 28<sup>th</sup> day of February, 2018 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 **Burnham Square Development LLC**, a Connecticut Domestic Limited Liability Company with an address of 14 Butternut Drive, Norwich, Connecticut (the "Developer") for the purpose of entering into an agreement (the "Agreement") for the development of the residential structure and property located at **19 North Cliff Street**, Norwich, Connecticut.

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 for **Burnham Square Development LLC** of a Certificate of Building Code Compliance by the Building Official deeming the property safe for occupancy, following and including, but not limited to, exterior and interior improvements to the residential structure, plantings and landscaping, and the provision of adequate off street parking at **19 North Cliff 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 19 North Cliff Street Committee of Sale and the Resolution adopted by the Council for the City of Norwich on January 16, 2018 attached as Schedule C, as the Developer in reference to RFP No. 17-19, attached hereto as Schedule A, and the Proposal for Development, submitted by the Developer 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 second regular meeting of the Council in April 2018 as required by the Resolution adopted January 16, 2018. (See Schedule C.)

2.3 The following Property, including but not limited to the residential structure and any accessory structure or structures which may be located thereon, is subject to this Agreement and shall constitute the "Parcel" being identified as: **19 North Cliff Street, Norwich, Connecticut** (Map 94, Block 6, Lot 18).

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 improvements at the Parcel.

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 **Burnham Square Development LLC** through a quitclaim deed. The City agrees to convey title 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 following approval by the Council for the City of Norwich. 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 within a period of one (1) month following notification, or more than one (1) month has elapsed following the expiration of the time within which the work is to be completed, 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 its sole cost and expense and maintain the premises in accordance with the Property Maintenance Code of the City of Norwich. After completion of cleaning and clearing, the Developer shall undertake the improvement to the Parcel, at its sole cost and expense. The Developer is fully aware of the existence of potentially dangerous conditions presented by the structure at the Parcel 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 Parcel, including but not limited to the residential structure and/or any accessory structure or structures located thereon, as required by RFP No. 17-19 (see Schedule A) and obtain and maintain adequate liability insurance acceptable to the City as set out in Paragraph 5.1 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 obtain all required building permits and to undertake all reasonable efforts to conduct the Work on the Parcel in accordance with the standards established by the State of Connecticut Building Code.

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 the Parcel.
- (2) Project Completion. The residential structure at **19 North Cliff Street** is rehabilitated, renovated, restored, and redeveloped into a residential property fit for use and a Certificate of Occupancy has been issued.
- (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 **19 North Cliff Street** or the proposed purpose for **19 North Cliff 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. 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 **19 North Cliff 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: Burnham Square Development LLC  
c/o Lori Hopkins-Cavanagh, Manager  
14 Butternut Drive  
Norwich, CT 06360

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.

**SIGNATURE PAGE TO FOLLOW**

CITY OF NORWICH (City)

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
John Salomone  
City Manager  
Duly Authorized

Burnham Square Development LLC  
(Developer)

*Jana Lake*  
\_\_\_\_\_  
*Bonnie Pruitt*  
\_\_\_\_\_

By: *LHC*  
\_\_\_\_\_  
Lori Hopkins-Cavanagh, Manager

APPROVED AS TO FORM  
AND LEGALITY ON \_\_\_\_\_, 2018

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



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 March 19, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, the Norwich Harbor Management Commission and the Greater Norwich Area Chamber of Commerce will be co-producing "Rock the Docks 2018", a series of concerts to be held at Howard T. Brown Park from 6:00 P.M. to 8:00 P.M. on the following dates:

Wednesday, July 11, 2018  
Wednesday, July 18, 2018  
Wednesday, July 25, 2018  
Wednesday, August 1, 2018  
Wednesday, August 8, 2018  
Wednesday, August 15, 2018  
Wednesday, August 22 and 29, 2018 (Rain Dates if needed)

**WHEREAS**, "Rock the Docks" will allow the entire community to enjoy a variety of music and entertainment at a scenic location; and

**WHEREAS**, the Greater Norwich Area Business and Industry Foundation, Inc., established through the Greater Norwich Area Chamber of Commerce, proposes to make available beer and wine for sale during the concert series to patrons thereof at a location in Howard T. Brown Park, the proceeds of the sales to be used to support the concert series and the sales to be handled by an appropriately licensed, insured and permitted entity.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that, pursuant to Section 13.14.2 of the Norwich Code of Ordinances, the City Manager John Salomone is authorized and directed to grant permission to the Greater Norwich Area Business and Industry Foundation, Inc. to arrange for the sale and serving of beer and wine at the "Rock the Docks 2018" concert series to be held on the dates listed herein at the Howard T. Brown Park, subject to satisfactory proof that the sponsoring entity and any vendor selected by it shall have insurance coverage satisfactory to the City shall have complied with the applicable regulations of the state liquor control relating to such sales.

Dated at Norwich, Connecticut this 21<sup>st</sup> day of March 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 March 19, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, the Italian Heritage and Cultural Committee of Norwich will sponsor the 27th year of “The Taste of Italy” at the Howard T. Brown Park on September 8th, 2018.

**WHEREAS**, “The Taste of Italy” allows the Italian Community to share its cultural heritage with the Norwich Community and permits festival goers to enjoy the food, music and entertainment of Italy; and

**WHEREAS**, the Italian Heritage and Cultural Committee of Norwich has requested permission to sell beer and wine during the festival.

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Section 13.14.2 of the Norwich Code of Ordinances, the City Manager John Salomone be and is hereby authorized to grant the Italian Heritage and Cultural Committee of Norwich permission to serve and sell beer and wine at “The Taste of Italy” festival to be held on September 8th, 2018 at the Howard T. Brown Park subject to satisfactory proof that the Italian Heritage and Cultural Committee of Norwich has complied with applicable regulations of the State Liquor Commission; that identification will be mandatory from each person purchasing an alcoholic beverage; that the sales of beer and wine will be made under a proper liquor license and that proper insurances will be obtained and maintained by the Italian Heritage and Cultural Committee of Norwich and any vendor of beer and/or wine for the event.

Dated at Norwich, Connecticut this 21<sup>st</sup> day of March 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 March 19, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, the Norwich Noontime Rotary has held a carnival in downtown Norwich for the past several years to raise funds for its projects; and

**WHEREAS**, the 2018 carnival hosted by the Norwich Noontime Rotary, if approved by the Council, will be held from Thursday, May 24, 2018 at 5:00 p.m. to Monday, May 28, 2018 at 5:00 p.m. at Howard T. Brown Park (setup of the carnival will be Wednesday, May 23); and

**WHEREAS**, the Rotary carnival is a popular event bringing residents and visitors to the downtown to enjoy the rides, entertainments, and refreshments available at the carnival.

**NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF NORWICH** that it invites and welcomes those patronizing the Norwich Noontime Rotary Carnival and that it offers it's thanks to the Norwich Noontime Rotary for its efforts.

Dated at Norwich, Connecticut this 21<sup>st</sup> day of March 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 March 19, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, the City Manager John L. Salomone has appointed with Councils approval as a **regular member** to the Zoning Board of Appeals for a term to expire on 2/28/20 or until a successor is appointed;

Peter Cuprak (R)

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Norwich hereby acknowledges the appointments of the above named to the Zoning Board of Appeals.

Dated at Norwich, Connecticut this 21<sup>st</sup> day of March 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 March 19, 2018, and that the same has not been amended or rescinded:

**BE IT RESOLVED** that the below named be appointed as **regular member** of the Commission for the Persons with Disabilities with a term to expire on March 16, 2019 or until a successor is appointed:

Laurieann Messoro (R)

Dated at Norwich, Connecticut this 21<sup>st</sup> day of March 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 March 19, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, facilities owned by the City of Norwich and used for school purposes are placed under the control of the Board of Education while so used and returned to the control of the City of Norwich when such use is discontinued; and

**WHEREAS**, the proper upkeep, maintenance and structural improvement of school facilities require regular interactions among the Board of Education, the Council of the City of Norwich, the City Administration and parents and the community; and

**WHEREAS**, recent studies have recommended the consolidation of existing schools to better serve the city; and

**WHEREAS**, the Council finds that the establishment of a committee made up of representatives as listed will facilitate the exchange of information necessary to fulfil the city's responsibilities with respect to school facilities and any proposed consideration.

**THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that, a committee to be known as the 2018 School Facilities Review Committee be and hereby is established to meet as often as it deems necessary for the purpose of evaluating school facilities and for making such recommendations and reports as it deems appropriate and necessary; and

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that the following be and hereby are appointed as members of said committee; and

See Schedule A attached hereto

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that said Committee is requested to hold an organizational meeting on or before April 15, 2018 at a time and place to be selected by Mayor Peter Nystrom and to report to the Council on a regular basis.

## 2018 School Facilities Committee

### Council Representatives:

Stacy Gould  
Joseph DeLucia

### Board of Education Representatives:

Dr. Yvette Jacaruso  
Tricia Staley

### Community/Parent Representatives:

John Levangie  
Paula Rosenberg Bell  
Mark Bettencourt  
Susan Blinderman-Staff-NPS  
Delisia Dollinger-Staff-NPS  
Charles Cottle  
Ryan Telford

### Ex-Officio Members:

Abby Dolliver, Superintendent-NPS  
Peter Nystrom, Mayor  
Athena Nagel, Business Administrator-NPS  
Josh Pothier, Comptroller  
John Salomone, City Manager  
Michael Driscoll, Corporation Council  
Dolores Thayer, Facilities Manager-NPS

Dated at Norwich, Connecticut this 21<sup>st</sup> day of March 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 March 19, 2018, and that the same has not been amended or rescinded:

**WHEREAS**, the Women's Institute by e-mail of March 2, 2018 provided the city with an update on its efforts to obtain funding for the Reid & Hughes project pursuant to the Development Agreement entered into between the Women's Institute Realty of Connecticut, Inc. and the City of Norwich, indicating at that time that it had \$250,000 in approved or committed grant funding, was seeking an additional \$150,000 for code correction work through the Norwich Community Development Corporation, had applied for funding of an additional \$65,000, and has a loan commitment of \$211,689.33; and

**WHEREAS**, the Council of the City of Norwich on March 5, 2018 authorized City Manager John Salomone to act on behalf of the City of Norwich to effectuate the city's responsibilities under the Development Agreement if the Women's Institute advised that it had secured the funding sought through the Norwich Community Development Corporation; and

**WHEREAS**, that funding did not materialize; and

**WHEREAS**, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich for the Women's Institute to complete the Stabilization Phase of the Reid & Hughes project, and is prepared to provide funding of \$150,000 if a satisfactory amendment to the Development Agreement between the City of Norwich and the Women's Institute Realty of Connecticut, Inc. can be agreed to, it being the intention of the council that any funding from the city whether secured or otherwise, be spent after all applicable grant funding and only if the expenditure of city funds is necessary to and will result in the stabilization of the Reid & Hughes Building.

**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 attempt to negotiate an amendment to the Development Agreement between the City of Norwich and the Women's Institute Realty of Connecticut, Inc. establishing terms and conditions applicable to any funds to be provided to the project by the City of Norwich up to a figure of \$150,000 for the Stabilization Phase, as well as any extensions to the Development Agreement timeline which may be required, and present the same to the Council for its consideration and potential approval at the Council meeting of April 2, 2018; and

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that, the sum of \$150,000 be and hereby is appropriated for this purpose from the 2017-2018 Capital Budget for Road Improvements (account 10218-88600) to be expended only if an amendment to the Development Agreement satisfactory to the Council of the City of Norwich can be reached with the Women's Institute Realty of Connecticut, Inc.

Dated at Norwich, Connecticut this 21<sup>st</sup> day of March 2018.

ATTEST:   
Betsy M. Barrett  
City Clerk