

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 21, 2018, and that the same has not been amended or rescinded:

Relative to an amendment of the 2018-19 budget for adjustments to revenues.

RESOLVED, that the budget for Fiscal Year 2018-19, as tentatively adopted on May 7, 2018, be amended by the attached Revenue Adjustments.

Revenue Adjustments

General Fund Revenues		2017-18 Budget	2018-19 Proposed	2018-19 Revised	Difference between Proposed and Revised	Notes
70247	Payments in Lieu of Taxes	1,601,165	1,367,326	1,452,633	85,307	Increase in State-Owned and Colleges & Hospitals PILOTs
73500	Shared Revenues	1,978,907	410,022	417,966	7,944	Increase in Municipal Stabilization Grant
					<u>93,251</u>	

City Consolidation District Revenues		2017-18 Budget	2018-19 Proposed	2018-19 Revised	Difference between Proposed and Revised	Notes
73500	Shared Revenues	552,565	69,632	623,634	554,002	Increase in Motor Vehicle tax cap reimbursement
					<u>554,002</u>	

Town Consolidation District Revenues		2017-18 Budget	2018-19 Proposed	2018-19 Revised	Difference between Proposed and Revised	Notes
					<u>0</u>	

Dated at Norwich, Connecticut this 23rd day of May 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by the Council of the City of Norwich at a meeting held on May 21, 2018, and that the same has not been amended or rescinded: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 Rehabilitation Review Committee with a term to expire on December 5, 2019 or until a successor is appointed:

H. Tucker Braddock (D)

Dated at Norwich, Connecticut this 23rd day of May 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by the Council of the City of Norwich at a meeting held on May 21, 2018, and that the same has not been amended or rescinded:

WHEREAS, the Commission on the City Plan has approved a three lot subdivision of property identified as 66 Lucas Park Road, located on the easterly side of Lucas Park Road, subject to, among other things, a conveyance to be made to the City of Norwich of 2263 square feet more or less of property located along Lucas Park Road and described on the subdivision plan as Parcel A; and

WHEREAS, the owners of said property, Stuart L. Willson and Sherry L. Willson, have executed a warranty deed conveying the property described as Parcel A to the City of Norwich, the property conveyed more particularly described in Exhibit A attached to this resolution.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City Manager John Salomone be and hereby is, subject to the approval of the Corporation Counsel, authorized and directed to accept said deed on behalf of the City of Norwich together with a real estate conveyance tax return and to cause said deed and any other necessary documents to be filed with the city clerk.

EXHIBIT A

A certain piece or parcel of land situate on the easterly side of Lucas Park Road in the City of Norwich, County of New London and State of Connecticut and is more particularly described as follows:

Beginning at a rebar with cap set in the apparent street right-of-way line of said Lucas Park Road, being the northwesterly corner of land now or formerly of Cydmarie Florenciani and the southwesterly corner of the herein described parcel,

Thence proceeding N 08° 17' 39" E a distance of 192.00 feet to a rebar with cap set,

Thence proceeding N 16° 02' 49" W a distance of 98.00 feet to a drill hole with nail set, the last two courses running by and with said apparent right-of-way line of Lucas Park Road,

Thence proceeding in a southeasterly direction along a non-tangent curve to the right, having a radius of 275.00 feet, an arc length of 112.20 feet, a central angle of 23° 22' 35", a tangent length of 56.89 feet, a chord bearing of S 15° 37' 34" E a distance of 111.42 feet to a magnail set,

Thence proceeding in a southeasterly direction along a curve to the right, having a radius of 275.00 feet, an arc length of 25.06 feet, a central angle of 5° 13' 14", a tangent of 12.54', a chord bearing S 01° 19' 39" E a distance of 25.05 feet to a rebar with cap set,

Thence proceeding in a southwesterly direction along a curve to the right, having a radius of 275.00 feet, an arc length of 33.56 feet, a central angle of 6° 59' 33", a tangent of 16.80', a chord bearing S 04° 46' 44" W a distance of 33.54 feet to a rebar with cap set at a point of tangency,

Thence proceeding S 08° 16' 31" W a distance of 119.22 feet to a drill hole with nail set in the centerline of a stonewall and land of said Florenciani, the last four courses running by and with the proposed right-of-way line of Lucas Park Road and being bound easterly by Lot 1, Lot 2 and Lot 3, as depicted on the hereinafter referenced plan, in part by each,

Thence S 87° 48' 59" W a distance of 11.25 feet to the point and place of beginning. The last described course being bound southerly by land now or formerly of said Florenciani.

Said parcel contains 2,253 square feet or 0.05 acres of land, more or less, and is depicted as Parcel 'A' on a plan entitled "3-LOT SUBDIVISION PLAN "PROPERTY SURVEY" PREPARED FOR STUART L. WILLSON AND SHERRI L. WILLSON 66 LUCAS PARK ROAD NORWICH, CONNECTICUT SCALE: 1"=30' DATE: DECEMBER 2017 REVISION #1: JANUARY 29, 2018 (PER REVIEW COMMENTS) REVISION #2: FEBRUARY 7, 2018 (PER REVIEW COMMENTS) REVISION #3: MARCH 14, 2018 (FINAL APPROVAL COMMENTS) JOB I.D. NO.: 16-0522 SHEETS 1-3 OF 3", prepared by Mattern & Stefon Land Surveyors, LLC 148 ROUTE 2 PRESTON, CONNECTICUT 06365 (860)889-1999.

Dated at Norwich, Connecticut this 23rd day of May 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 May 21, 2018, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich as landlord and the Chelsea Gardens Foundation, Inc. as tenant entered into a 75-year Lease commencing December 1, 1994, a copy of which Lease is recorded at volume 1212, page 003 of the Norwich Land Records; and

WHEREAS, the Chelsea Gardens Foundation, Inc. proposed to create a Formal Garden on the portion of Mohegan Park land leased to it which use was supported by the Council of the City of Norwich for the positive impact it was expected to have on the quality of life for city residents and the potential to attract visitors to the city; and

WHEREAS, the Chelsea Gardens Foundation, Inc. has advised the Council of the City of Norwich that it is of the opinion it will not be able to develop and complete a Formal Garden as contemplated in the Lease on the land leased to it by the City of Norwich within the foreseeable future and has offered to enter into a Mutual Release and Lease Termination Agreement with the City of Norwich to effect a full termination and surrender of the Lease as of May 31, 2018, and to assign to the City of Norwich such documents and other materials as it has developed during its efforts on this project, including surveys, licenses, variances, if any, consents, certificates, studies, plans, reports, architectural and engineering plans and specifications that are in its possession and any permits and approvals that are capable of being assigned or transferred; and

WHEREAS, in return for the Agreement to terminate the Lease at the end of May 2018, and the Assignment the City of Norwich and the Chelsea Gardens Foundation, Inc. agree to mutually release and discharge their respective obligations arising from or connected with the provisions of the Lease and all demands, charges, claims, accounts, and/or causes of action of any nature, both known and unknown, in connection with the Release; and

WHEREAS, copies of the proposed Mutual Release and Lease Termination Agreement and the Assignment of Permits and Approvals are attached hereto as Exhibits A and B respectively; and

WHEREAS, the Council of the City of Norwich finds that there has been a substantial change in conditions relative to the establishment of a Formal Garden in Mohegan Park which makes it in the best interest of the City of Norwich to accept the offer of the Chelsea Gardens Foundation, Inc. and terminate the Lease effective May 31, 2018.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City Manager John Salomone be and hereby is authorized and directed to enter into a Mutual Release and Lease Termination Agreement for the City of Norwich as landlord with the Chelsea Gardens Foundation, Inc. as tenant, to accept the assignment of Permits and Approvals offered by the Chelsea Gardens Foundation, Inc., and to record, deliver and exchange such documents as are necessary to terminate the Lease as a matter of public record.

Exhibit A

MUTUAL RELEASE AND LEASE TERMINATION AGREEMENT

THIS MUTUAL RELEASE AND LEASE TERMINATION AGREEMENT ("Agreement" as may be referred to herein) is made this ____ day of May, 2018, by and between the **CITY OF NORWICH**, a municipal corporation maintaining offices at City Hall in the City of Norwich, County of New London and State of Connecticut, (hereinafter referred to as "Landlord"), and **CHELSEA GARDENS FOUNDATION, INC.**, a Connecticut corporation having an office in the City of Norwich, County of New London and State of Connecticut (hereinafter referred to as "Tenant").

WHEREAS, by Indenture of Lease dated December 1, 1994 (the "Lease"), recorded in the **Norwich Land Records on May 3, 1995 at Volume 1212, Page 003**, Landlord leased to Tenant and Tenant leased from Landlord, two certain tracts or parcels of land described in Exhibit A and Exhibit B of said Lease, ("Premises") for a term of seventy-five (75) years commencing December 1, 1994 and expiring on November 30, 2069; and

WHEREAS, Landlord and Tenant ("party" or "parties" as may be referred to herein) mutually desire to terminate the Lease and all rights and obligations of the respective parties under the Lease effective May 31, 2018.

NOW, THEREFORE, in consideration of the mutual promises and provisions herein contained, representing a full and final settlement of all outstanding obligations due, Landlord and Tenant agree as follows:

1. Landlord and Tenant do hereby terminate fully and surrender the Lease effective as of May 31, 2018.
2. Except as provided for in other sections hereof, Landlord and Tenant shall be fully and unconditionally released and discharged from their respective obligations arising from or connected with the provisions of the Lease. Except as provided in other Sections hereof, this Mutual Release and Lease Termination Agreement shall fully and finally settle all demands, charges, claims, accounts, and/or causes of action of any nature, including, without limitation, both known and unknown claims and causes of action that arose out of or in connection with the Lease, and this Mutual Release and Lease Termination Agreement constitutes a full and complete mutual release with respect to the Lease and the respective rights and obligations of the parties arising thereunder. Further, Landlord does hereby release Tenant from any claim regarding removal of vegetation from the Premises.
3. Landlord represents and warrants to Tenant that:
 - a. Landlord is the owner of the Premises;
 - b. Landlord has the power and authority to enter into this Mutual Release and Lease Termination Agreement and to carry out its provisions, including the power and authority to terminate the duties and obligations of Tenant under the terms of the Lease, and to hold Tenant harmless from the consequences thereof.
4. Except as otherwise provided herein, Landlord hereby shall indemnify the Tenant against, and shall hold Tenant harmless from and against any liability, damage, loss, cost and/or expenses imposed on or reasonably incurred by Tenant arising from or relating to: (a) any third party claiming through Landlord challenging the enforceability or validity of this Mutual Release and Lease Termination Agreement or the termination of the Lease as contemplated hereby; (b) any third party claiming through Landlord any right to any payment to be made by Tenant to Landlord hereunder; and/or (c) failure to perform or violation by Landlord of any provision of this Mutual Release and Lease Termination Agreement.
5. Landlord and Tenant respectively represent and warrant that there has been no transfer or assignment, either voluntary or by operation of law, of that party's right, title or interest in the Lease or the claims being released herein. Each signatory to this Mutual Release and Lease Termination Agreement represents and warrants to the other that such signatory has the authority to enter into this Mutual Release and Lease Termination Agreement on behalf of that respective party.
6. The parties, as broadly described in paragraph 2 above, acknowledge that (i) the consideration set forth in this Agreement, is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the other party, as broadly described in paragraph 2 above, and (ii) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any

right to seek further monetary or other relief from the other Party, as broadly described in paragraph 2 above, for any acts or omissions up to and including the date of this Mutual Release and Lease Termination Agreement.

7. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors and assigns.

8. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

9. This Agreement is made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Connecticut. Any action to enforce this Agreement shall be brought only in the Connecticut Superior Court, Judicial District of New London.

10. If either party brings an action to enforce the terms of this Mutual Release and Lease Termination Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and court costs from the other party, in addition to any other remedies it may have in law or in equity.

11. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, Intending to be legally bound, each of the Parties hereto have hereunto set their hands and seals the day and year first above written.

Landlord:
City of Norwich

By _____
John L. Salomone, City Manager Duly Authorized

Tenant:
Chelsea Gardens Foundation, Inc.

By _____
Hugh Schnip, President Duly Authorized

STATE OF CONNECTICUT }

} ss: Norwich

May ____, 2018

COUNTY OF NEW LONDON }

Personally appeared, John L. Salomone, who acknowledged himself to be the City Manager of the City of Norwich and that he as such City Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained as his and its free act and deed, by signing in the name of the municipal corporation by himself as City Manager, before me,

Michael E. Driscoll
Commissioner of the Superior Court

STATE OF CONNECTICUT }

COUNTY OF NEW LONDON } ss: Norwich May ___, 2018

Personally appeared, Hugh Schnip, who acknowledged himself to be the President of the Chelsea Gardens Foundation, Inc. and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained as his and its free act and deed, by signing in the name of the corporation by himself as President, before me,

Theodore N. Phillips, II
Commissioner of the Superior Court

