

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by the Council of the City of Norwich at a meeting held on June 18, 2018, and that the same has not been amended or rescinded:

WHEREAS, the R.E. Van Norstrand Neighborhood Assistance Act, Chapter 228a of the Connecticut General Statutes (C.G.S. 12-630aa-12-638) offers certain benefits to municipalities desiring to obtain the same and is administered by the State Department of Revenue Services (Commission of Revenue Services); and

WHEREAS, the Neighborhood Assistance Act provides a tax credit for business firms which sponsor local programs; and

WHEREAS, such programs must be proposed and conducted by private non-profit agencies or municipalities and be approved by the local legislative body;

WHEREAS, a public hearing has been duly noticed and held on applications submitted to the City Manager's office.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that it approves the following program proposals under the Neighborhood Assistance Act:

1. CRIS-Audio Access for People who are Blind or Print Challenged
2. Arc New London County, Inc. – Energy efficient window and door replacement at facility serving people with intellectual and developmental disabilities
3. Habitat for Humanity of Eastern Connecticut, Inc. – Habitat for Humanity Homes in Eastern Connecticut
4. United War Veterans Grand Army of the Republic Buckingham Memorial Association Inc. – replacement of 35 year old furnaces – Energy Upgrades
5. United Community & Family Services – Governor Samuel Huntington Mansion Energy Efficiency Upgrades
6. Norwich Historical Society, Inc. - Energy Upgrades for the Joseph Carpenter Silversmith Shop
7. Norwich Historical Society, Inc. – Energy Upgrades to the c. 1759 David Greenleaf House
8. Norwich Historical Society, Inc. - Energy Related Upgrades to the c. 1789 East District School Schoolhouse
9. Eastern Connecticut Housing Opportunities, Inc. – Heating System Energy Conservation Program
10. Montessori Discovery School, Incorporated – Energy Improvement Plan

Dated at Norwich, Connecticut this 19th day of June 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by the Council of the City of Norwich at a meeting held on June 18, 2018, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich through its Department of Human Services and the State of Connecticut acting through the Department of mental Health and Addiction Services have established a cooperative program through the Partnerships for Success Initiative; and

WHEREAS, the City of Norwich is required to designate an individual to sign and amend the Agreement continuing the Initiative in Norwich and such other documents as may be necessary to effectuate and continue the same.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, the City Manager, John Salomone, be and hereby is authorized and directed to enter into and to amend contractual instruments with the Department of Mental Health and addiction Services of the State of Connecticut as required, provided such contractual instruments and any amendments thereto are satisfactory to him and Lee-Ann Gomes, Director of Human Services.

Dated at Norwich, Connecticut this 19th day of June 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 June 18, 2018, and that the same has not been amended or rescinded:

WHEREAS, the City Manager John L. Salomone has appointed with Council approval as a **regular member** to the Harbor Management Commission for a term to expire on 12/7/19 or until a successor is appointed;

Peter A. Barber (D)

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Norwich hereby acknowledges the appointments of the above named to the Harbor Management Commission.

Dated at Norwich, Connecticut this 19th day of June 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 June 18, 2018, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by resolution adopted on April 16, 2018, authorized the 347 Central Avenue Committee of Sale to draft a Development Agreement for 347 Central Avenue with the Preferred Developer, Lauren Kang Properties, LLC, or its nominee; and

WHEREAS, the 347 Central Avenue Committee of Sale has drafted a Development Agreement, a copy of which is attached hereto as Exhibit A, submitted to the Council of the City of Norwich for its consideration and approval pursuant to the resolution of the Council of April 16, 2018.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that it approves the proposed Development Agreement to be entered into between the City of Norwich and the Lauren Kang Properties, LLC or its nominee for the renovation of 347 Central Avenue; 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 or a similar document substantially conforming with this Development Agreement on behalf of the City of Norwich, and, following execution of the same by Lauren Kang Properties, LLC or its nominee, to deliver to it a copy of the same and to enter into, execute, and receive or deliver such other documents or correspondence satisfactory to him as may be necessary to effectuate the renovation of 347 Central Avenue; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the 347 Central Avenue Committee of Sale is requested to continue to act on behalf of the city in periodically reviewing the renovations and that it be and hereby is authorized to monitor the performance of the Lauren Kang Properties, LLC or its nominee and to report to the Council regarding the same as necessary.

EXHIBIT A

CITY OF NORWICH DEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of this ____ day of _____, 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 **Lauren Kang Properties LLC**, a Connecticut Domestic Limited Liability Company with an address of 238 Browning Road, Norwich, Connecticut or its nominee (the "Developer") for the purpose of entering into an agreement (the "Agreement") for the development of the structure and property located at **347 Central Avenue**, 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 the Developer 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 structure, and the provision of adequate parking at **347 Central Avenue**. 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 347 Central Avenue Committee of Sale and the Resolution adopted by the Council for the City of Norwich on April 16, 2018 attached as Schedule C, as the Developer in reference to RFP No. 18-10, 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 June 2018 as required by the Resolution adopted April 16, 2018. (See Schedule C.)

2.3 The following Property, including but not limited to the 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: **347 Central Avenue, Norwich, Connecticut** (Map 87, Block 1, Lot 67).

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 **Lauren Kang Properties LLC or its nominee** 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 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 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 structure at **347 Central Avenue** is rehabilitated, renovated, restored, and redeveloped into a property fit for use and a Certificate of Building Code Compliance 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) 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 Building Code Compliance.

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 title to 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 **347 Central Avenue**, 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: Lauren Kang Properties LLC
c/o David Kang, President
238 Browning Road
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

Lauren Kang Properties LLC
(Developer)

By _____
David Kang, President

APPROVED AS TO FORM
AND LEGALITY ON _____, 2018

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

STATE OF CONNECTICUT :
 : ss. Norwich 2018
COUNTY OF NEW LONDON:

Then and there before the undersigned officer, personally appeared John Salomone, who acknowledged himself to be the City Manager of the CITY OF NORWICH, a municipal corporation located in the County of New London, and the State of Connecticut, and that, as such officer being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the said CITY OF NORWICH by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

STATE OF CONNECTICUT :
 : ss. Norwich 2018
COUNTY OF NEW LONDON:

Then and there before the undersigned person, personally appeared David Kang, President of Lauren Kang Properties LLC, and that he being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing his name on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

SCHEDULE A



City of Norwich

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

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

REQUEST FOR PROPOSALS

RFP No.: 18-10

Opening Date and Time: March 19, 2018 at 2:00 P.M.

Title: Development of the Property at 347 Central Avenue, Norwich, CT

Special Instructions:

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

Sealed Proposal No.: 18-10

Not to be opened until March 19, 2018 at 2:00 P.M.

Return Proposals to:

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



RETURN THIS FORM IMMEDIATELY

CITY OF NORWICH, CONNECTICUT

Acknowledgement of Receipt of RFP Documents

RFP No.: 18-10

Title: Development of the Property at 347 Central Avenue, Norwich, CT

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

Date Issued: 02/14/2018

Date Documents Received: _____/_____/_____

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

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

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

Dated at Norwich, Connecticut this 19th day of June 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 June 18, 2018, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by an ordinance adopted February 17, 2015, waived all building permit fees associated with the historical redevelopment and adoptive reuse of the architecturally unique resources of the Ponemah Mills; and

WHEREAS, for the last several months the city has provided inspection services at the Ponemah Mills Project through the use of a part-time inspector solely assigned to the Ponemah Mills Project thus minimizing scheduling and work delays at this project and undue delays in the performance of other building code inspections throughout Norwich; and

WHEREAS, the developer of the Ponemah Mills, Ponemah Riverbank, LLC, has commenced work on Phase II of the project, with the Phase II work imposing needs for timely inspections to permit efficiencies in scheduling work and avoiding delays; and

WHEREAS, the city and Ponemah Riverbank, LLC recognize that the continued use of an assigned part-time inspector at the Ponemah Mills Redevelopment Project will be of mutual benefit to the city and Ponemah Riverbank, LLC, avoiding delays in the scheduling of inspections at the Ponemah Mills and allowing building inspectors to perform inspections under other projects throughout the city in a more timely fashion; and

WHEREAS, Ponemah Riverbank, LLC and its affiliates have agreed to share the cost of a part-time inspector for Phase II of the Ponemah Mills Redevelopment Project by paying the sum of \$25,000 to the city of Norwich to be used solely for this purpose.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the sum of \$25,000 from Ponemah Riverbank, LLC and its affiliates shall be deposited upon receipt into special revenue org S6514 will all costs for building inspections made during Phase II of the Ponemah Mills Project to be charged to special revenue ORG S6514; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that, should this funding in S6514 be insufficient to complete the inspections required during Phase II, such inspections shall continue through completion of Phase II and charged to the Planning and Neighborhood Services Department budget; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that, upon completion of the necessary building inspections required for Phase II of the Ponemah Mills Project, any funds remaining in account S6514 shall be transferred to the General Fund of the City of Norwich.

Dated at Norwich, Connecticut this 19th day of June 2018

ATTEST: 
Betsy M. Barrett
City Clerk