The regular meeting of the Council of the City of Norwich was held March 16, 2020 at 7:30 PM in Council Chambers. Present: Ald. Bettencourt, Ald. Nash, Gould, Wilson, Myles and DeLucia. City Manager Salomone and Corporation Counsel Michael Driscoll were also in attendance. Mayor Nystrom presided.

Ald. Wilson read the opening prayer and Ald. DeLucia led the members in the Pledge of Allegiance.

Please be advised that meetings of the Norwich City Council can be viewed in their entirety on the City of Norwich website “norwichct.org”.

Ald. Gould read the following proclamation:

PROCLAMATION

WHEREAS, in 1987, after being petitioned by the National Women's History Project, Congress passed Pub. L. 100-9 which designated the month of March 1987 as Women's History Month; and

WHEREAS, the 2020 Women's History Month theme is “Valiant Women of the Vote.” honoring "the brave women who fought to win suffrage rights for women, and for the women who continue to fight for the voting rights of others."; and

WHEREAS, the women’s movement grew and evolved into national organizations with a focus on woman’s suffrage, universal temperance, improved educational and career opportunities for woman, and equality under the law; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major social change movement; and

WHEREAS, Norwich women, have been in the forefront of this nation’s evolving political and cultural changes, in 1938, the Connecticut League of Woman Voters recognized Annie Huntington Brewer and Mary Jane Rogers, both native Norwich Suffragettes, for their significant national contribution to woman’s suffrage and gaining the right to vote.

NOW THEREFORE, I, MAYOR PETER ALBERT NYSTROM AND NORWICH CITY COUNCIL PRESIDENT PRO TEM, MARK BETTENCOURT, ON BEHALF OF THE NORWICH CITY COUNCIL AND THE CITIZENS OF THE CITY OF NORWICH, do hereby proclaim the Month of March as Women’s History Month in the City of Norwich and encourage all our citizens to observe with appropriate programs, ceremonies and activities.

Dated this Sixteenth Day of March, 2020

Peter Albert Nystrom
Mayor

Mark Bettencourt
President Pro Tem

Mayor Nystrom called for citizen comment.
Marvin Serruto, 100 Starr St, encouraged the Council to pursue the Franklin Square rotary and talked about the Board of Education in dealing with the Corvid virus.

Zakia Wright, 2350 Gold Star Hwy, Mystic, talked about her treatment from NCDC and Foundry 66.

Beryl Fishbone, 19 Bliss Pl, talked about the events at Mohegan Park.

Mayor Nystrom declared citizen comment closed.

Mayor Nystrom called for a Public Hearing on an Ordinance Amending Article VI of Chapter 21 of the Norwich Code of Ordinances by Adding Sections 21-135, 21-136, and 21-137 Relative to the Extension of a Water Main and Other Improvements to Service Properties in the City of Norwich, Including, But Not Limited to, Properties Within the Countryside Drive Association, and Provisions for the Laying of Assessments, Entering into Written Agreements Regarding Such Improvements and the Payment, Collection, and Assessment Liens Regarding the Same.

Speaking in favor: There were no speakers.

Speaking in opposition: There were no speakers.

There being no speakers Mayor Nystrom declared the public hearing closed.

Upon a motion Ald. Wilson, seconded Ald. Myles, it was unanimously voted to waive the reading of the full text and incorporate it into the minutes this ordinance being given it second reading.

Upon a motion Ald. Wilson, seconded by Ald. Myles, to adopt the following ordinance introduced by Mayor Nystrom and President Pro Tem Bettencourt and Ald. Gould.

AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 21 OF THE NORWICH CODE OF ORDINANCES BY ADDING SECTIONS 21-135, 21-136, AND 21-137 RELATIVE TO THE EXTENSION OF A WATER MAIN AND OTHER IMPROVEMENTS TO SERVICE PROPERTIES IN THE CITY OF NORWICH, INCLUDING, BUT NOT LIMITED TO, PROPERTIES WITHIN THE COUNTRYSIDE DRIVE ASSOCIATION, AND PROVISIONS FOR THE LAYING OF ASSESSMENTS, ENTERING INTO WRITTEN AGREEMENTS REGARDING SUCH IMPROVEMENTS AND THE PAYMENT, COLLECTION, AND ASSESSMENT LIENS REGARDING THE SAME

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORWICH, that


ARTICLE VI. ASSESSMENTS FOR WATER MAINS AND SYSTEMS
Sec. 21-135. **Countryside Drive Association community well system.**

(a) Notwithstanding Sections 21-131 to 21-134 of the City of Norwich Code of Ordinances, the purpose of Sections 21-135 to 21-137, inclusive, is to provide for (i) the levying of assessments upon properties in the City of Norwich (including, but not limited to, the original 17 properties within the Countryside Drive Association) which are benefitted by the extension of a water main beginning on Lawler Lane from the existing Norwich Public Utilities water main on Canterbury Turnpike and Lawler Lane, which water main will continue on Sunrise Street and Evergreen Street and loop back onto Canterbury Turnpike (together with lateral extensions to individual curb valves), (ii) the levying of assessments upon properties in the Countryside Drive Association which are benefitted by the extension of service lines from the new water main to the premises currently served by the failing and to be abandoned Countryside Drive Association community well system, and (iii) the methods of payment and other terms and conditions of such assessments, all in accordance with and subject to the limitations set forth in Section 7-137c of the Connecticut General Statutes.

(b) The cost of the construction and installation of the new water main which will be assessed to the properties able to be served by said system in the following manner:

i. The final cost of the new water main extension and expenses incidental thereto, including engineering, inspection and other professional fees and interest, less any federal or state grants received by the City of Norwich or Norwich Public Utilities in connection with the construction and installation of the new water main extension, shall be divided equally among the original 17 properties within the Countryside Drive Association to initially be served by the system.

ii. Said assessments shall be paid by the property owners in one of two following ways: (1) payment in full within 30 days of the first billing; or (2) payment over a period of twenty (20) years in two hundred and forty (240) equal monthly installments plus interest of 2.00%.

iii. If additional properties connect to the new water main extension during the assessment payment period, such additional properties may be assessed by the board of public utilities commissioners based on the special benefits accruing to the properties and any additional costs incurred by the department of public utilities relating to such connection. The board of public utilities commissioners shall determine the amount of any assessment, the methods of payment (including any installment payments), and the due dates for such assessments. The department of public utilities shall send written notice to the owner of such properties, which notice shall describe any proposed improvements, set forth the preliminary cost estimate of the improvements and be accompanied by a form prepared by the department of public utilities on which the owner shall indicate whether the owner is willing to share in bearing the cost of such improvements and which the owner shall return to the department of public utilities within 10 days of said notice.

(c) The cost of the construction and installation of the service lines beginning at the curb valves and extending to the outside of the foundation wall of the 17 properties currently served by the failing and to be abandoned Countryside Drive Association community well system will be assessed to such properties in the following manner:

i. The final cost of the service lines and expenses incidental thereto, including engineering, inspection and other professional fees and interest, less any federal or state grants received by
the City of Norwich or Norwich Public Utilities in connection with the construction and installation of the service lines, shall be divided equally among the original 17 properties within the Countryside Drive Association to initially be served by the system.

ii. Said assessments shall be paid by the property owners in one of two following ways: (1) payment in full within 30 days of the first billing; or (2) payment over a period of twenty (20) years in two hundred and forty (240) equal monthly installments plus interest of 2.00%.


Prior to the commencement of any construction, the Norwich Public Utilities will enter into a written agreement with each of the owners of the original 17 properties within the Countryside Drive Association to initially be served by the Countryside water system, which agreement shall describe the proposed improvements, set forth the preliminary cost estimate of the improvements, and provide for the property owner’s agreement to share in bearing the cost of such improvements. After all such agreements are signed and returned to Norwich Public Utilities, the department of public utilities shall proceed forthwith with such project and the assessment of same upon completion. In the case of any conflict between the agreement and this Ordinance, the agreement shall control.

Sec. 21-137. Countryside Water System - Collection and liens.

(a) All assessments for the Countryside water system which are levied shall become a debt due from the property against which they are assessed, to the board of public utilities commissioners, and may be, in addition to other remedies provided by law, recovered by any proper action in the name of such board.

(b) Any real estate against which the Countryside water system assessment has been levied shall be subject to a lien for the amount of such assessment, as provided in Section 7-137d of the Connecticut General Statutes. Such lien shall exist from the due date as established by the board of public utilities commissioners and, during its existence, shall take precedence over all other liens or encumbrances and transfers, except as otherwise provided for in the Connecticut General Statutes. Such lien shall expire one year after the date on which it commences to run unless a certificate thereof containing a statement of the amount of such lien and a description of the premises upon which it is claimed shall be lodged for record by the board of public utilities commissioners in the office of the city clerk before the expiration of such period.

(c) One certificate of lien as aforesaid may continue more than one lien and said board may include in one certificate any number of assessments for the Countryside water system not previously continued by a certificate and due within the year ending on the date of such filing.

(d) All assessment liens for the Countryside water system levied by the board of public utilities commissioners may be foreclosed in the name of such board in the same manner as a lien for taxes may be foreclosed. Any such lien shall be invalid after the expiration of ten years from the date of recording a certificate continuing the same, unless an action of foreclosure shall have been commenced within such time. If foreclosure shall not have been commenced after the expiration of ten years, the city clerk shall discharge such lien of record by noting thereon the words "discharged by operation of law" together with the date and city clerk’s signature.

(e) The fees for all certificates, recordation and releases pertaining to liens for the Countryside water system shall be the same as provided for in the matter of tax liens.

This ordinance shall become effective after ten (10) days shall have elapsed after passage and publication as provided in Chapter V, Section 12 of the Charter of the City of Norwich.
On a roll call vote of 7-0 the above ordinance passes.

Upon a motion of President Pro Tem Bettencourt, seconded by Ald. Gould, it was unanimously voted to accept the resignation of JoAnn Merolla-Martin from the Uncas Health District thanking her for her service.

City Managers Report:

To: Mayor Nystrom and members of the City Council
From: John Salomone, City Manager
Subject: City Manager’s Report
Date: March 16, 2020

I attended the Coronavirus (COVID-19) meeting that was organized by Patrick McCormack, Director of the Uncas Health District with local Municipal CEO’s, School Superintendents, and local Emergency Management directors. I have been meeting with Uncas Health, Police and Fire Chiefs, and department heads regarding the pandemic virus and participated in the Division of Emergency Management & Homeland Security – Region 4 Regional Emergency Support Plan which will be held on a weekly basis. The City is following the Center for Disease Control (CDC) and Uncas Health recommendations and we are taking extra steps to clean and disinfect the public areas in City Hall and we will keep staff informed as we deal with the virus which is a continually evolving situation. The Rose City Senior Center is closed to the public and Recreation Programs will be postponed until further notice. City Hall will be closed to the public effective March 17, 2020. We encourage online, mail and phone payments when applicable. The City Clerk’s Office will take appointments over the phone at 860-823-3735.

I attended the monthly Public Safety Meeting, Connecticut Interlocal Risk Management Agency (CIRMA) and Connecticut Conference of Municipalities and the Board of Education Ad Hoc Committee meeting.

The Goal Setting meeting with the City Council that was scheduled for Thursday, March 19th will be rescheduled to a later date. The Public Meeting scheduled for March 24, 2020 at the Yantic Fire House for the rehabilitation of the Sunnyside Street is being reviewed at this time to best accommodate the public. Please feel to call the Public Works Department directly at 860-823-3798 for further information.

The City’s Community Development Office received 17 Block Grant applications for Program Year 46 totaling $1,313,422.78. The Community Development Advisory committee will be meeting in April to finalize their recommendations for Council. Program Year 46 runs from September 1, 2020 to August 31, 2021. The anticipated amount from the US Department of Housing and Urban Development is anticipated to be approximately $828,000.

The 2020 Neighborhood Assistance Act Program Proposal applications are available through the State of Connecticut Department of Revenue Services website. The City Manager’s Office will be accepting Neighborhood Assistance Applications until June 1st, 2020 with a public hearing scheduled for June 15th to ensure the applications can be submitted to the State before the July 1, deadline.
The brass container that was returned to the City Managers Office last month has been returned to its home in the glass case of weights and measures located on the 3rd floor of City Hall. It is part of the weights and measures set which is mentioned in the City Charter in 1893 that was used by the City to regulate weights and measure per the United States Department of Commerce.

Mayor Nystrom called for citizen comment.

There were no speakers.

Mayor Nystrom declared citizen comment closed.

Upon a motion of Ald. Wilson, seconded by Ald. Gould, it was unanimously voted to adopt the following resolution and set a public hearing for June 15, 2020 introduced by Mayor Nystrom.

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;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH: A public hearing will be held on June 15, 2020 to review applications and receive comments relative to the Neighborhood Assistance Act.

Upon a motion of Ald. Myles, seconded by Ald. Gould, it was unanimously voted to adopt the following resolution introduced by President Pro Tem Bettencourt, Ald. Gould and Myles.

BE IT RESOLVED that the below named be appointed as regular members to the Uncas Health District with terms to expire on January 9, 2021 or until a successor is appointed:

Rebecca Melucci     (U)
Sherry Ostrout      (D)

Upon a motion of Ald. Myles, seconded by Ald. Wilson, it was unanimously voted to adopt the following resolution introduced by President Pro Tem Bettencourt, Ald. Myles.
BE IT RESOLVED that the below named be appointed as a regular member to the Norwich Golf Course Authority with a term to expire on January 23, 2021 or until a successor is appointed:

Susan Dutilly  (D)

Upon a motion of Ald. Nash, seconded by Ald. Gould, it was unanimously voted to adopt the following resolution introduced by President Pro Tem Bettencourt, Ald. Gould and Myles.

BE IT RESOLVED that the following be reappointed as a regular to the Rehabilitation Review Committee for a term to expire on December 31, 2021 or until a successor is appointed;

H. Tucker Braddock Jr.  (D)

Upon a motion of Ald. Myles, seconded by Ald. Wilson, it was unanimously voted to put the following resolution introduced by President Pro Tem Bettencourt, Ald. Gould and Myles on the floor. Upon a motion of Ald. Gould, seconded by Ald. Myles, it was unanimously voted to amend the following resolution to remove the name of “Susan Blinderman”. Upon a motion of President Pro Tem Bettencourt, seconded by Ald. Wilson, it was unanimously voted to amend the following resolution to remove the name of “Derell Q. Wilson” and replace it with “Joseph A. DeLucia”.

BE IT RESOLVED, that the below named be and hereby are appointed as Council Representatives to the School Building Committee 2020 for terms to expire December 7, 2021.

President Pro Tem Mark M. Bettencourt (D)
Alderwoman Stacy Gould (R)
Alderman Joseph A. DeLucia (D)

BE IT RESOLVED, that the below named be and hereby are appointed as public members to the School Building Committee 2020 for terms to expire January 21, 2022 or until a successor is appointed.

Gregory Ballassi   ( R)
William Hull       (D)
Gerald Martin      (R)
Peter Gauthier     (D)
Gregory Carabine   (U) Construction experience

BE IT RESOLVED, that the below named be and hereby are appointed as Board of Education members to the School Building Committee 2020 for terms to expire January 21, 2022 or until a successor is appointed.
BE IT RESOLVED, that the below named be and hereby is appointed as an Ex-officio member to the School Building Committee 2020.

John L. Salomone City Manager

Motion passes.

Upon a motion of Ald. Nash, seconded by Ald. Gould, it was unanimously voted to adopt the following resolution introduced by City Manager Salomone.

WHEREAS, the City Manager John L. Salomone has appointed with Councils approval as a regular member to the Public Parking Commission for a term to expire on 12/31/21 or until a successor is appointed;

H. Tucker Braddock Jr. (D)

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Norwich hereby acknowledges the appointment of the above named to the Public Parking Commission.

Upon a motion of Ald. Nash, seconded by Ald. Myles, it was unanimously voted to put the following resolution introduced by President Pro Tem Bettencourt, Ald. Nash and DeLucia on the floor.

Upon a motion of President Pro Tem Bettencourt, seconded by Ald. Gould, it was voted to refer it to the Public Safety Committee.

On a vote of 5-2 with Ald. Nash and Gould voting in opposition the motion passes to refer.

WHEREAS, Chapter III, Section 1 of the Charter of the City of Norwich provides:

“The City shall have the specific power to provide, organize, maintain and regulate a fire department, provide the necessary apparatus for extinguishing fires and do all other things necessary or desirable to protect the city from fire”

; and

WHEREAS, Chapter 7, Section 15 of the Code of Ordinances of the City of Norwich provides:
All motor vehicles owned by the city and used by any officer or employee of any department thereof in the business of the city shall be plainly marked on each side of the body of such vehicle "City of Norwich" in letters…"

; and

WHEREAS, the Council of the City of Norwich recognizes that the totality of the fire apparatus and fire suppression equipment in all fire districts within the City of Norwich is the property of the city, and by extension the property of the city’s residents; and

NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF NORWICH, that, the City Manager is hereby authorized and directed to solicit a Request for Proposal from qualified vendors to provide markings for, and apply the moniker “City of Norwich” specifically to, all fire apparatus that are the property of the city.

BE IT FURTHER RESOLVED, BY THE COUNCIL OF THE CITY OF NORWICH, that, the City Manager, in consult with the Director of Public Works and the Superintendent of Fleet Maintenance, may determine the appropriate size, color, font, and specific location of each marking. Said marking should be of similar size as other identifying markings on the apparatus where practical.

Upon a motion of Ald. Myles, seconded by Ald. Wilson, it was unanimously voted to adopt the following resolution introduced by Mayor Nystrom and Ald. Gould.

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO $10,000,000 FOR THE COSTS ASSOCIATED WITH CITY OF NORWICH GENERAL OBLIGATION REFUNDING BONDS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH:

Section 1. General Obligation Refunding Bonds of the City of Norwich, Connecticut (the “City”) in a principal amount of not more than $10,000,000 (the “Refunding Bonds”) are hereby authorized to be issued in one or more series and in such amount or such lesser amount as shall be necessary to refund, including any advance refunding, all or any portion of one or more series of the City’s outstanding general obligation bonds, including, but not limited to, the City’s General Obligation Bonds, Issue of 2011 and the City’s General Obligation Bonds, Issue of 2014 (the “Prior Bonds”), and the payment of principal, interest and any call premium on such Prior Bonds, as determined by the City Manager and the Comptroller to be in the best interest of the City for the purpose of achieving net present value savings and/or to moderate debt service payments and to finance such additional costs and expenses related thereto, as the City Manager and the Comptroller shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to, legal, advisory, rating, escrow fees, credit enhancement, verification fees, investment fees, net temporary interest, trustee, underwriters’ discount and printing and administrative expenses.

Section 2. The Refunding Bonds shall be issued in fully registered form, be executed in the name and on behalf of the City by the facsimile or manual signatures of the City Manager and the Comptroller, bear the
City seal or a facsimile thereof, be certified by a bank or trust company, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company, and be approved as to their legality by Pullman & Comley, LLC, Bond Counsel. The Refunding Bonds shall be general obligations of the City and each of the Refunding Bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such Refunding Bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and interest thereon.

Section 3. The City Manager and the Comptroller are hereby authorized to determine the aggregate principal amount of the Refunding Bonds, the annual installments of principal, date, maturity, prices, interest rates (whether fixed or variable), form, redemption provisions, if any, the certifying registrar and transfer agent, the manner of sale or other terms and conditions of the

Refunding Bonds, and whether any of the Refunding Bonds issued will be issued as taxable bonds, all in such a manner as the City Manager and Comptroller shall determine to be in the best interests of the City and in accordance with the General Statutes of Connecticut, Revision of 1958, as amended (the “Connecticut General Statutes”), and to take such actions and to execute such documents, or designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the City Manager and Comptroller in order to issue, sell and deliver the Refunding Bonds.

Section 4. The City Manager and Comptroller may irrevocably call for redemption such maturities of the Prior Bonds, as they determine to refund from the proceeds of the Refunding Bonds and other moneys as they may be determined to make available for this purpose, and to defease such Prior Bonds by executing and delivering an escrow agreement in such form and upon such terms as they shall approve, such approval to be conclusively evidenced by their execution thereof. The City Manager and Comptroller are further authorized to appoint an escrow agent, a verification agent to verify the sufficiency of the escrow investments and other professionals, and to execute and deliver any and all escrow, investment and other agreements necessary to provide for the payment when due of the principal of and interest and redemption premium, if any, on the Prior Bonds.

Section 5. The net proceeds of the sale of the Refunding Bonds, after payment of costs of issuance, shall be invested in appropriate legal investments including, but not limited to, non-callable direct obligations of, or obligations guaranteed by, the United States of America, or any other investments permitted by the Connecticut General Statutes, all of which shall not be callable or pre-payable, the principal of and interest on which, when due, shall be in an amount sufficient to pay the principal of, interest and redemption premium, if any, on the Prior Bonds at maturity, or to redeem the Prior Bonds at the redemption price prior to maturity, pursuant to the plan of refunding.

Section 6. The Refunding Bonds are to be sold by the City Manager and Comptroller in a competitive offering or by negotiation in their discretion. If sold in a competitive offering, the Refunding Bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. If the Refunding Bonds are sold by negotiation, the provisions of the bond purchase agreement shall be approved by the City Manager and Comptroller.

Section 7. The City Manager and Comptroller are hereby authorized, if they determine it is in the City’s best interests, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Refunding Bonds on such terms as the City Manager and Comptroller determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require.
Section 8. In connection with the issuance of the Refunding Bonds authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b, including the authority to enter into agreements managing interest rate risk. The City Manager and Comptroller, on behalf of the City, shall execute and deliver such reimbursement agreements, letter of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of the Refunding Bonds.

Section 9. The City Manager and Comptroller are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (“MSRB”) and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the Refunding Bonds authorized by this resolution. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 10. The City Manager and Comptroller are hereby authorized to prepare and distribute preliminary and final Official Statements of the City, to execute and deliver on behalf of the City all such other documents, and to take all action, necessary and proper for the sale, issuance and delivery of the Refunding Bonds in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.

Section 11. This resolution shall become effective immediately upon passage and shall remain effective until December 31, 2020.

Upon a motion of Ald. Wilson, seconded by Ald. Myles, it was unanimously voted to put the following resolution introduced by Ald. Gould on the floor.

Upon a motion of Ald. Gould, seconded by Ald. Myles, it was unanimously voted to amend the following resolution to add in paragraph #3 and #4 "$32,000.00" and in paragraph #4 to add "$32,000.00, Melissa Ponder, 24 Bellevue St, Willimantic CT”.

WHEREAS, the Council of the City of Norwich, by a resolution adopted December 16, 2019, authorized City Manager John Salomone to enter into an individual Real Estate Listing Agreement with Allyn and Associates Realtors offering to sell the property at 58 Division Street at a price to be recommended by Allyn and Associates Realtors; and

WHEREAS, the Council further resolved that upon receipt of a Purchase and Sales Agreement containing an offer to purchase at a price recommended by Allyn and Associates Realtors and containing such terms and conditions as are satisfactory to the City Manager, he was to notify the Council of the proposed Purchase and Sales Agreement for its consideration and possible approval; and

WHEREAS, Allyn and Associates Realtors has received offers to purchase the property, the highest offer being the sum of $32,000.00 the property to be conveyed in “as is” condition.

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 Purchase and Sales Agreement on behalf of the City of Norwich to sell said property at a price of $32,000.00 to Melissa Ponder of 24 Bellevue St, Willimantic CT, pursuant to the terms of said Purchase and Sales Agreement and, upon
timely tender of the purchase price subject to standard adjustments, to execute and deliver a deed of conveyance to Melissa Ponder of 24 Bellevue St, Willimantic CT, or acceptable designee for the property known as 58 Division Street, and to execute, deliver, and receive such other documents as are necessary to complete the transfer of title in keeping with the terms and conditions of the Purchase and Sales Agreement.

Motion passes 7-0.

Upon a motion of Ald. Gould, seconded by Ald. Wilson, it was unanimously voted to put the following resolution introduced by Ald. Gould on the floor.

Upon a motion of Ald. Myles, seconded by Ald. Gould, it was unanimously voted to amend the following resolution to add in paragraph #3 and #4 “$15,600.00” and in paragraph #4 to add “$15,600.00, Selcuk Alagoz, 238 ½ S Poinsettia Pl, Los Angeles CA”.

WHEREAS, the Council of the City of Norwich, by a resolution adopted November 4th, 2019, authorized City Manager John Salomone to enter into an individual Real Estate Listing Agreement with Allyn and Associates Realtors offering to sell the property at 212 Prospect Street at a price to be recommended by Allyn and Associates Realtors; and

WHEREAS, the Council further resolved that upon receipt of a Purchase and Sales Agreement containing an offer to purchase at a price recommended by Allyn and Associates Realtors and containing such terms and conditions as were satisfactory to the City Manager, he was to notify the Council of the proposed Purchase and Sales Agreement for its consideration and possible approval; and

WHEREAS, Allyn and Associates Realtors has received offers to purchase the property, the highest offer being the sum of $15,600.00 the property to be conveyed in “as is” condition.

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 Purchase and Sales Agreement on behalf of the City of Norwich to sell said property at a price of $15,600.00 to Selcuk Alagoz of 238 ½ S Poinsettia Pl, Los Angeles CA pursuant to the terms of said Purchase and Sales Agreement and, upon timely tender of the purchase price subject to standard adjustments, to execute and deliver a deed of conveyance to Selcuk Alagoz of 238 ½ S Poinsettia Pl, Los Angeles CA or his designee for the property known as 212 Prospect Street, and to execute, deliver, and receive such other documents as are necessary to complete the transfer of title in keeping with the terms and conditions of the Purchase and Sales Agreement.

Motion passes.

Upon a motion of Ald. Myles, seconded by Ald. Nash, it was unanimously voted to adopt the following resolution introduced by Mayor Nystrom, Ald. Gould and Myles.

WHEREAS, the City of Norwich and OUTFRONT Media LLC, a Delaware limited liability company and successor in interest to Face Value LLC are parties to a certain Lease Agreement dated August 10, 2007 pursuant to which
the City of Norwich leases to the OUTFRONT Media LLC a certain portion of the property located at 28 Viaduct Street, Norwich, Connecticut for the use and maintenance of two billboard structures, which lease is to expire on October 31, 2027; and

WHEREAS, OUTFRONT Media LLC proposes to convert one face of one of the billboards to a digital sign unit (LED conversion project) and requests the city extend the term of the Lease for an additional 8 years; and

WHEREAS, the City of Norwich is prepared to do so in return for an adjustment of the schedule of payments to be made to the City as base rent, this new schedule of rent to commence once construction is completed (the Conversion Date); and

WHEREAS, the City as Lessor and OUTFRONT Media LLC as Lessee have negotiated a First Amendment to the Lease Agreement extending the term for 8 years, to expire October 31, 2035, and changing the payment terms to include an increase in base rent and the elimination of the payment of an annual percentage rent all as set forth in a proposed First Amendment to the Lease Agreement, copy of which is attached hereto as Exhibit A.

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, execute, receive, and deliver a First Amendment to the Lease Agreement substantially in the form attached hereto as Exhibit A, together with such other documents as are necessary to effectuate this First Amendment to the Lease Agreement.

EXHIBIT A

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT (this “First Amendment”), dated February 28, 2023, is by and between the City of Norwich, a Connecticut municipality (“Lessor”), and OUTFRONT Media LLC, a Delaware limited liability company (successor in interest to Pace Valco LLC) (“Lessee”).

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement, dated August 10, 2007 (the “Lease”), pursuant to which Lessor leased to Lessee a certain portion of the property located at 28 Viaduct Street, Norwich, Connecticut 06360 for the use and maintenance of the (2) billboard structures (the “Billboards”); and

WHEREAS, Lessee has approved Lessor’s conversion of one (1) face of one (1) of the Billboards to a digital sign (the “Conversion”); and

WHEREAS, in connection with the Conversion, Lessor and Lessee desire to extend the term of the Lease and to otherwise amend and modify the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. All capitalized terms used and not otherwise defined herein shall, for purposes hereof, have the same meanings ascribed to them in the Lease.

2. The Term of the Lease is hereby extended for an additional eight (8) year period commencing on November 1, 2027 and expiring on October 31, 2035.

3. Lessee shall continue to pay Base Rent in the manner set forth in the Lease, but (i) for the period commencing on the first day of the month immediately following the completion of the Conversion (the “Conversion Date”), and ending on October 31, 2021, annual Base Rent shall be Fifty Thousand Dollars and No Cents ($50,000.00), payable in equal quarterly installments of Twelve Thousand Five Hundred Dollars and No Cents ($12,500.00), and (ii) for the period commencing on November 1, 2021 and ending on October 31, 2035, annual Base Rent shall increase by one and one-half percent (1.5%) per Lease Year, payable in equal quarterly installments as set forth in the table below. In the event that the period set forth in clause (i) above is less than 365 days, the Base Rent and quarterly installments for such period shall be adjusted accordingly on a pro rata basis based upon the actual number of days in such period.

<table>
<thead>
<tr>
<th>Lease Year</th>
<th>Lease Year</th>
<th>Base Rent</th>
<th>Amount to be Paid</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conversion Date</td>
<td>10/01/2021</td>
<td>$50,000.00</td>
<td>$12,500.00</td>
<td>6721-40084</td>
</tr>
<tr>
<td>11/01/2023</td>
<td>10/31/2023</td>
<td>$55,512.50</td>
<td>$13,878.12</td>
<td>6721-40084</td>
</tr>
<tr>
<td>11/01/2024</td>
<td>10/31/2024</td>
<td>$61,025.00</td>
<td>$15,262.50</td>
<td>6721-40084</td>
</tr>
<tr>
<td>11/01/2025</td>
<td>10/31/2025</td>
<td>$66,537.50</td>
<td>$16,646.87</td>
<td>6721-40084</td>
</tr>
<tr>
<td>11/01/2026</td>
<td>10/31/2026</td>
<td>$72,050.00</td>
<td>$18,031.25</td>
<td>6721-40084</td>
</tr>
<tr>
<td>11/01/2027</td>
<td>10/31/2027</td>
<td>$77,562.50</td>
<td>$19,415.63</td>
<td>6721-40084</td>
</tr>
<tr>
<td>11/01/2028</td>
<td>10/31/2028</td>
<td>$83,075.00</td>
<td>$20,800.00</td>
<td>6721-40084</td>
</tr>
<tr>
<td>11/01/2029</td>
<td>10/31/2029</td>
<td>$88,587.50</td>
<td>$22,184.38</td>
<td>6721-40084</td>
</tr>
</tbody>
</table>

4. All other terms and conditions of the Lease shall remain in full force and effect.

5. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered on the date first above written.
### EXHIBIT A

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2020</td>
<td>$5,004.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>11/1/2021</td>
<td>$5,004.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>11/1/2022</td>
<td>$5,004.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>11/1/2023</td>
<td>$5,004.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>11/1/2024</td>
<td>$5,004.00</td>
<td>$17,000.00</td>
</tr>
</tbody>
</table>

Lessee shall cease paying Percentage Rent commencing on the Conversion Date.

4. Notwithstanding any of the foregoing, in the event that Lessee is unable to obtain all of the necessary permits for the Conversion or is otherwise unable to proceed with the Conversion for any reason, (i) the Term of the Lease shall not be extended and shall expire on October 31, 2027, (ii) the annual Base Rent shall continue to be Twenty Nine Thousand Five Hundred Dollars and No Cents ($29,500.00), payable in equal quarterly installments of Seven Thousand Three Hundred Seventy Five Dollars and No Cents ($7,375.00), and (iii) Lessee shall continue to pay Percentage Rent as set forth in the Lease for the remainder of the Term.

5. For the remainder of the Term, Lessee agrees not to display advertisements for sexually oriented businesses or tobacco products on the Billboards.

6. Pursuant to Section 20(f) of the Lease, all notices to Lessee shall be sent to the following address:

   OUTFRONT Media LLC  
   355 Washington Avenue  
   North Haven, CT 06473  
   Attn: Real Estate Manager

7. Except as modified by this First Amendment, the Lease shall remain in full force and effect and is hereby in all respects ratified and confirmed. In the event of any conflict between the terms of this First Amendment and the terms of the Lease, it is expressly agreed that the terms of this First Amendment shall control.

8. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. This First Amendment may be changed or terminated only by an agreement in writing signed by Lessor and Lessee.

9. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. This First Amendment may be executed and delivered by the exchange of electronic facsimile, PDF or other image file copies or counterparts of the signature page, which shall be considered the equivalent of and have the same force and effect as originals.

[SIGNATURE PAGE FOLLOWS]

---

**EXHIBIT A**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the day and year first above written.

**LESSOR:**

The City of Norwich

By: ________________________________

John Salamone

City Manager

**LESSEE:**

OUTFRONT Media LLC

By: ________________________________

Name: ________________________________

Title: ________________________________
Upon a motion of Ald. Gould, seconded by Ald. Myles, it was unanimously voted to adopt the following resolution introduced by Mayor Nystrom, Ald. Gould and Myles.

WHEREAS, the Council of the City of Norwich, by resolution adopted August 19, 2019, authorized an expenditure not to exceed $5,000 for a survey of property located on Falls Avenue adjacent to the Intermodal Transportation Center in order to permit the City to convey a portion of the property identified as 18 Falls Avenue (Map 101/Block 4/Lot 63) and retain the remaining portion of the property, upon which the Transfer Station Bridge, so-called is located providing access to the upper floors of the Intermodal Transportation Center, the remaining portion to be combined with other property of the City of Norwich; and

WHEREAS, having received the survey the City sought variances from the Zoning Board of Appeals to permit the separation of 16 and 18 Falls Avenue with the intention that, as separate parcels, these could be combined with adjoining parcels of land to avoid the creation of a non-conforming lot, one difficult to access and capable of causing congestion, with the Zoning Board of Appeals approving the requested variances on January 14, 2020; and

WHEREAS, legal descriptions have been prepared for the property to be conveyed by the City described as Lot 64, a copy of which description is attached to this resolution as Exhibit A, and description of Lots 63 & 54 as combined, a copy of which is attached to this resolution as Exhibit B; and

WHEREAS, both resulting parcels will be subject to or benefitting from easements as set out in the legal description; and

WHEREAS, 18 Falls Avenue as bounded and described in Exhibit A is bordered by the west branch of the Yantic River, land of the City of Norwich, and land now or formerly of Mary-Anna Holdings, LLC, through which access to 18 Falls Avenue may be obtained; and

WHEREAS, the City of Norwich is negotiating a transfer of 18 Falls Avenue to Mary-Anna Holdings, LLC with requirements that 18 Falls Avenue be merged and combined with the adjoining property of Mary-Anna Holdings, LLC to form a single parcel over which access to the property at 18 Falls Avenue will be established, and that Mary-Anna Holdings, LLC perform necessary repairs and improvements satisfactory to the City to the structure located on 18 Falls Avenue adequate to restore it to useful condition; and

WHEREAS, the Council of the City of Norwich finds that it is in the best interest to the City of Norwich to convey the property at 18 Falls Avenue to Mary-Anna Holdings, LLC with the conditions that 18 Falls Avenue be merged and combined with the adjoining property of Mary-Anna Holdings, LLC by deed recorded within 60 days of the transfer, that a plan of restoration and improvement satisfactory to the City Manager be presented prior to the transfer and that the sum of $25,000 be paid to the City.

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 negotiate a transfer of 18 Falls Avenue to Mary-Anna Holdings, LLC for consideration including a payment of $25,000, a requirement that 18 Falls Avenue be
combined and merged by deed with adjoining property of Mary-Anna Holdings, LLC and that Mary-Anna Holdings, LLC agrees to make roof repairs to the structure at 18 Falls Avenue within a period of six (6) months after the conveyance, together with such additional consideration as he deems appropriate under all circumstances; 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 prepare, enter into, execute and deliver a deed of conveyance for 18 Falls Avenue as described in Exhibit A as well as such documents as are necessary to convey the property at 18 Falls Avenue to Mary-Anna Holdings, LLC, upon receipt of assurances satisfactory to him that 18 Falls Avenue will be combined and merged by deed with adjoining property of Mary-Anna Holdings, LLC and that Mary-Anna Holdings, LLC will make repairs and improvements to the structure of 18 Falls Avenue in a sufficient and timely manner; and to prepare, execute, and record a deed combining Lots 63 and 54 as described in Exhibit B together with and other filings or documents as are necessary to combine these properties.

EXHIBIT A

city of Norwich
Lot 64
A certain tract or parcel of land with the improvements thereon located Southwesterly of the Southwesterly side of Falls Avenue in the City of Norwich, County of New London, State of Connecticut being bounded and described as follows:

BEGINNING at a point in the Northeasterly corner of the herein described tract said point being located Southwesterly 74 feet more or less from the Southwesterly side of Falls Avenue and on the dividing line between the herein described tract and land now or formerly of Mary Anna Holdings LLC thence running South 41° 51' 38" East 42.60 feet to a point, the last line abutting Northeasterly on said land now or formerly of Mary Anna Holdings LLC; thence South 48° 08' 22" West 9.35 feet to a point; thence South 41° 51' 38" East 167.61 feet to a point; thence South 48° 08' 22" West 66 feet more or less to the high water line of the Yantic River, the last three lines abutting Southwesterly, Northeasterly and Southwesterly on land now or formerly of the City of Norwich; thence running Northwesterly following said high water line of the Yantic River a distance of 211 feet more or less to a point; thence North 48° 08' 22" East 83 feet more or less to the point of beginning, the last line abutting Northwesterly on said land now or formerly of Mary Anna Holdings LLC.

Containing 0.34 acres, more or less.

Said parcel being subject to a 5-foot by 50-foot easement for ingress and egress in favor of the City of Norwich over a strip of land located along the Northeasterly boundary of the herein described parcel and being shown on the herein referred to map.

Together with an easement for ingress and egress over a strip of land located on the Southwesterly side of Falls Avenue and being bounded and described as follows:

Beginning at a point at the Northeasterly corner of the herein described easement said point being located on the Southwesterly side of Falls Avenue and being the Northeasterly corner of land now or formerly of the City of Norwich and thence running South 41° 22' 54" East 34.00 feet to a point, the last line following said Southwesterly line of Falls Avenue; thence South 48° 27' 50" West 82.55 feet to a point; thence North 41° 51' 38" West 34.00 feet to a point; thence North 48° 27' 50" East 82.83 feet to the point of beginning.

Containing 2,811 square feet, more or less.

Together with an easement for maintenance over a strip of land located along the Northeasterly boundary of the herein described parcel and being bounded and described as follows:

Beginning at a point at the Southwesterly corner of the herein described easement said point being located at the Southwesterly corner of an access easement and thence running North 48°
EXHIBIT A

27° 50’ East 10.00 feet to a point; thence South 41° 51’ 38” East 122.68 feet to a point; thence South 48° 08’ 22” West 10.00 feet to a point; thence North 41° 51’ 38” West 122.74 feet to the point of beginning.

Containing 1,227 square feet, more or less.

Being shown on “Property Survey Prepared for Norwich Community Development Corp. Falls Avenue, Norwich, Connecticut” Scale 1” = 20’ Date 12/10/2019 Project 2019231 Sheet 1 of 1, CME Associates, Inc. 33 Wilbur Cross Way, Suite 105 Mansfield, CT 06268, 101 East River Drive, East Hartford, CT 06108, 50 Elm Street, Southbridge, MA 01550, 1 Tara Blvd., Nashua, NH 03062, 888-291-3227 / www.cmeengineering.com.

EXHIBIT B

City of Norwich
Lot 63 and 54 Combined

A certain tract or parcel of land with the improvements thereon located on the Southwesterly side of Falls Avenue in the City of Norwich, County of New London, State of Connecticut being bounded and described as follows:

BEGINNING at a point in the Northeasternly corner of the herein described tract said point being located on the dividing line between the herein described tract and land now or formerly of Mary Anna Holdings LLC thence running South 41° 22’ 54” East 236.57 feet to a point; thence South 29° 48’ 54” East 36.13 feet to a point at the end of a discontinued portion of Falls Avenue, the last two lines running along said Southwesterly line of Falls Avenue; thence crossing said discontinued portion of Falls Avenue North 15° 03’ 21” East 56.70 feet to a point in the Easterly line of said discontinued portion of Falls Avenue; thence South 29° 48’ 54” East 359.70 feet to a point, the last line running along said Easterly line of the discontinued portion of Falls Avenue and abutting on land now or formerly of the State of Connecticut and land now or formerly of Richard A. Thayer, Sr. and Mary Anne Thayer, partly on each; thence South 60° 47’ 44” West 0.00 feet to a point; thence South 66° 32’ 06” West 40.17 feet to a point; thence continuing South 66° 32’ 06” West 41.69 feet to a point; thence South 61° 04’ 34” West 87.01 feet to a point; thence South 59° 13’ 10” West 0.23 feet to a point, the last five lines running along the Northwesterly line of Main Street (Route 32 and 82); thence North 27° 11’ 35” West 23.60 feet to a point; thence North 21° 40’ 25” West 43.38 feet to a point; thence North 24° 32’ 55” West 48.86 feet to a point; thence North 26° 23’ 10” West 21.47 feet to a point; thence North 25° 36’ 57” West 39.98 feet to a point; thence North 55° 23’ 39” West 26.77 feet to a point; thence North 38° 55’ 26” West 99.04 feet to a point; thence North 56° 37’ 31” West 20.32 feet to a point in the high water line of the Yantic River, the last eight lines following a retaining wall along the Northwesterly side of said Yantic River; thence following said high water line of the Yantic River Northwesterly 77 feet more or less to a point; thence North 48° 08’ 22” East 66 feet more or less to a point; thence North 41° 51’ 38” West 167.61 feet to a point; thence North 48° 08’ 22” East 22.00 feet to a point; thence South 41° 51’ 38” East 11.00 feet to a point; thence North 48° 27’ 50” East 60.83 feet to the point and place of beginning, the last five lines abutting Northwesterly, Southwesterly, Northwesterly, Northeasterly and Northwesterly on land now or formerly of the City of Norwich and said land now or formerly of Mary Anna Holdings LLC, partly on each.

Containing 1.85 acres, more or less.

Together with a 5-foot by 50-foot easement for Ingress and egress in favor of the City of Norwich over a strip of land located along the Southwesterly boundary of the herein described parcel and being shown on the herein referred to map.
EXHIBIT B

Being subject to an easement for ingress and egress over a strip of land located on the Southwesterly side of Falls Avenue and being bounded and described as follows:

Beginning at a point at the Northeasterly corner of the herein described easement said point being located on the Southwesterly side of Falls Avenue and being the Northeasterly corner of the hereinbefore described tract and thence running South 41° 22' 54" East 34.00 feet to a point, the last line following said Southwesterly line of Falls Avenue; thence South 48° 27' 50" West 82.55 feet to a point; thence North 41° 51' 38" West 34.00 feet to a point; thence North 48° 27' 50" East 82.83 feet to the point of beginning.

Containing 2,811 square feet, more or less.

Being subject to an easement for maintenance over a strip of land located along the Southwesterly boundary of the herein describe parcel and being bounded and described as follows:

Beginning at a point at the Northwesterly corner of the herein described easement said point being located at the Southwesterly corner of an access easement and thence running North 48° 27' 50" East 10.00 feet to a point; thence South 41° 51' 38" East 122.68 feet to a point; thence South 48° 08' 22" West 10.00 feet to a point; thence North 41° 51' 38" West 122.74 feet to the point of beginning.

Containing 1,227 square feet, more or less.

Being subject to a 20 foot wide easement for drainage in favor of the State of Connecticut Department of Transportation.

Being shown on “Property Survey Prepared for Norwich Community Development Corp. Falls Avenue, Norwich, Connecticut” Scale 1" = 20’ Date 12/10/2019 Project 2019231 Sheet 1 of 1, CME Associates, Inc. 33 Wilbur Cross Way, Suite 105 Mansfield, CT 06268, 101 East River Drive, East Hartford, CT 06108, 50 Elm Street, Southbridge, MA 01550, 1 Tara Blvd., Nashua, NH 03062, 888-291-3227 / www.cmeengineering.com.
Upon motion of Ald. Gould seconded by President Pro Tem Bettencourt, it was unanimously voted to adjourn at 8:35 P.M.

City Clerk