



CITY OF NORWICH
CONNECTICUT

AGENDA – MEETING OF THE COUNCIL OF THE CITY OF NORWICH

October 4, 2021

7:30 PM

The meeting will be televised on the Public Access Channel and posted on the city website, www.norwichct.org, in real time.

PRAYER

PLEDGE OF ALLEGIANCE

ADOPTION OF MINUTES: September 7 and 20, 2021

CITY MANAGER'S REPORT

CITIZENS COMMENT ON RESOLUTIONS (only on the agenda items)

NEW BUSINESS-RESOLUTIONS

1. Relative to the listing property with Signature Properties of New England at 16 Robbins Court.
2. Relative to authorizing City Manager, John L Salomone to execute and deliver an extension of a lease agreement with the State of Connecticut Department of Transportation pertaining to: Lease of State land on west side of the Yantic River off West Thames Street (CT Route 32) at its intersection of West Main Street (CT Route 82).
3. Relative to enter into an agreement with the Connecticut Department of Emergency Services and Public Protection for facilities upgrades to the Occum Fire Department.

Betsy Bannard
City Clerk

WHEREAS, the City of Norwich became the owner of property located at 16 Robbins Court, Map 102, Block 4, Lot 47 by virtue of a Certificate of Foreclosure recorded at volume 3243 page 225 of the Norwich Land Records; and

WHEREAS, said property is improved by a structure; and

WHEREAS, the Council of the City of Norwich has determined it to be in the best interest of the City of Norwich to attempt to dispose of this property by a negotiated sale using the services of Signature Properties of New England, listing the property at a price recommended to it by Signature Properties of New England.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed on behalf of the City of Norwich to enter into an individual real estate listing agreement satisfactory to him with Signature Properties of New England offering to sell the property at 16 Robbins Court at a proposed sale price recommended by Signature Properties of New England; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that, upon receipt of a Purchase and Sales Agreement from a prospective purchaser containing the proposed sales price recommended by Signature Properties of New England and containing such terms and conditions as are satisfactory to City Manager John Salomone, then, City Manager John Salomone shall be and hereby is authorized and directed to notify the Council of the City of Norwich of the proposed Purchase and Sales Agreement, which the Council may then approve by a resolution authorizing City Manager John Salomone to enter into a Purchase and Sales Agreement as presented for the subject property on behalf of the City of Norwich and, upon timely tender of the purchase price subject to standard adjustments, to execute and deliver a deed of conveyance for said property and to execute, receive and deliver 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.

Mayor Peter Albert Nystrom
President Pro Tem Mark M. Bettencourt
Alderwoman Stacy Gould

RESOLUTION #2

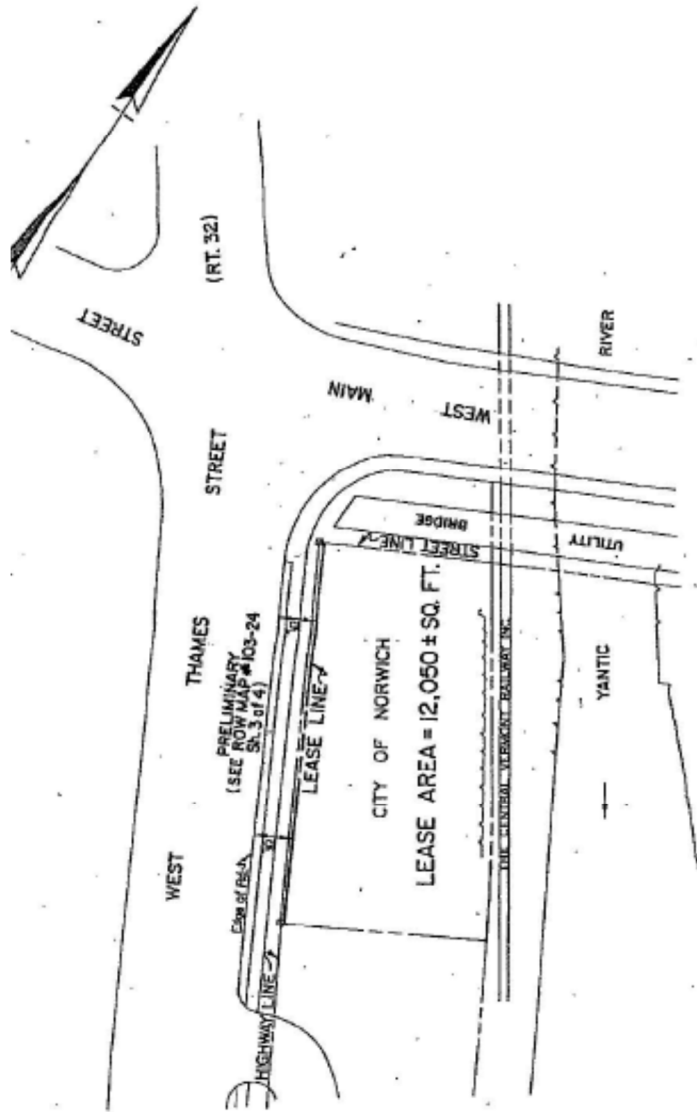
WHEREAS, the City of Norwich leases approximately 12,050 square feet of land from the State of Connecticut located on the west side of the Yantic River off West Thames Street (CT. Route 32) at its intersection of West Main Street (CT. Route 82) as depicted on Exhibit A attached hereto, which lease will expire on October 31, 2022; and

WHEREAS, the City has the option to renew the Lease Agreement for an additional five-year term for no monetary rental fee; and

WHEREAS, the Council finds it to be in the best interest of the City of Norwich to exercise this option and to extend the Lease from November 1, 2021 to October 31, 2026.

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 notify the State of Connecticut Department of Transportation that the City of Norwich desires to renew the Lease Agreement for an additional five years and to sign such documentation as is necessary to acknowledge and accept this Lease extension on behalf of the City of Norwich and to sign and deliver it and such other documentation as may be necessary to extend the Lease.

Mayor Peter Albert Nystrom
President Pro Tem Mark M. Bettencourt



TOWN OF NORWICH
SKETCH SHOWING LAND LEASED TO
THE CITY OF NORWICH
BY
THE STATE OF CONNECTICUT
DEPT. OF TRANSPORTATION
ROUTES 32 & 82
JUNE 1995
SCALE 1" = 40'
JAMES PATRICK, P.E. - TRANSPORTATION CHIEF ENGINEER
BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS

DATE	REVISION	REQ. BY

TOWN NO. 103
PROJECT NO. 103-56
SERIAL NO. 56E
SHEET 1 OF 1

CHKD. DATE 6/5/96
BY GJA. DATE 6/6/96
HAND DRAWN

plsh1.er

RESOLUTION #3

Relative to enter into an agreement with the Connecticut Department of Emergency Services and Public Protection for facilities upgrades to the Occum Fire Department.

WHEREAS, the City of Norwich has been awarded a grant in the sum of \$100,000.00 from the Connecticut, Department of Emergency Services and Public Protection (DESPP) to be used for facilities upgrades to the Occum Fire Department (the "Project"); and

WHEREAS, the City of Norwich will be required to enter into an Agreement by and between it and DESPP, a copy of which is attached hereto as Exhibit A, which Agreement sets out terms and conditions applicable to the grant funding provided to the City of Norwich.

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, and deliver said Agreement, to make non-material modifications to the same, and to provide or arrange for the provision such other documents, communications or reports as are necessary in the performance of the Project under the terms and conditions of the Agreement.

Mayor Peter Albert Nystrom

AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT,
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION,
AND
THE CITY OF NORWICH

WHEREAS, the Connecticut Legislature authorized funding for the fiscal year ending June 30, 2022, for fire department support;

WHEREAS, the Connecticut Legislature authorized \$100,000 for the Occum Fire Department for facility upgrades;

WHEREAS, the State of Connecticut, Department of Emergency Services and Public Protection, hereinafter referred to as the "Grantor," has been charged with allocating funds to municipalities for fire department support;

WHEREAS, the Occum Fire Department, through the City of Norwich, hereinafter referred to as the "Grantee," is charged with serving the City of Norwich with fire suppression, rescue, and emergency medical services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the parties agree as follows:

1. The Grantor hereby authorizes a grant for the following:

Grant-in-aid to the Grantee for facility upgrades for the Occum Fire Department in the **Total Project Cost of \$ 100,000.**

2. **Effective Date/Period of Performance.** This MOU shall be effective when executed by both parties and approved by the Office of the Attorney General.
3. **Authority to Enter Agreement.** This agreement is entered into by the Grantor pursuant to Connecticut General Statutes §§ 4-8 and 4-66g.
4. **Duration of Agreement.** This MOU remains in full force and effect for the entire term of the MOU unless terminated by the Grantor as provided in the termination provision of this MOU.
5. **Inspections and Examinations.** The Grantee agrees that representatives of the Grantor may conduct inspections and examine such records and documents as they deem necessary to validate payment requests or compliance with this agreement at any reasonable time. The Grantee shall maintain all records pertaining to this project for a period of not less than five (5) years.
6. **Payment Schedule.** The Grantor agrees to pay the Grantee for the direct cost of the eligible expenses. State funds are disbursed only for allowable expenditures incurred between the start and end dates of the contract. The Grantee may submit up to two (2) Payment Requests. Final payment will be made after documentation of the total project costs.
7. The Grantee may submit up to two (2) payment requests in increments of 25% of the total project cost or greater. Payments shall be processed subject to review and approval by the Grantor, contingent upon receipt of detailed invoices with supportive documentation. The final payment will be made after documentation of the total project costs is submitted.

8. **Required Certifications.** The Grantee must certify in writing that requests for payment are for work begun on or after the effective date of this agreement as defined in paragraph 2.
9. The Grantee agrees to utilize the grant funds subject to the conditions set forth herein and submit a request for final payment prior to two years from the effective date of this agreement as defined in paragraph 2. The State makes no guarantees on the availability of any unused portion of these funds if the Town does not meet this deadline.
10. The Grantee acknowledges that any and all additional work not specifically authorized in writing by the Grantor will be the exclusive responsibility of the Grantee. The Grantee further acknowledges that any and all work in excess of the not to exceed amount set forth herein shall be the exclusive responsibility of the Grantee.
11. The Grantee represents and warrants to the Grantor that it has duly authorized the execution and delivery of this Agreement and the obligations assumed by it hereunder; that the Grantee will comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations under and pursuant to this Agreement; that the execution, delivery and performance of this Agreement by Grantee will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or agency; or (iii) any indenture, agreement, document or other instrument to which it is a party or may be bound.
12. **Executive Orders:** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971 concerning labor employment practices, Executive Order No. Fourteen of Governor M. Jodi Rell, promulgated April 17, 2006, concerning cleaning and sanitizing products, Executive Order No Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, and Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings are made a part of and are attached to this agreement as Attachment A.
13. **Audits.** The Grantee shall, at its expense, provide for an audit acceptable to the Grantor, in accordance with the provisions of § 7-396 (a), and the State Single Audit Act as outlined in §§ 4-230 through 4-236 of the Connecticut General Statutes.
14. Payment of the State Grant shall only be in accordance with the specific language of C.G.S. Sec 4-66g and with the approval of the Grantor.
15. **State Liability.** The State of Connecticut assumes no liability for payment under the terms of this contract until the Grantee is notified by the Grantor that this contract has been approved and executed by the Department of Emergency Services and Public Protection and by the Office of the Attorney General of the State of Connecticut.
16. **Grantee Liability.** The Grantee shall indemnify and hold harmless the State of Connecticut, the State of Connecticut, Department of Emergency Services and Public Protection, its officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the Grantee or any of its officers, representatives, agents, servants, consultants, employees or other persons or entities with whom the Grantee is in privity of oral or written contract; (ii) liabilities arising directly or indirectly in connection with this Agreement out of the acts of the Grantee; and (iii) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.

17. **Insurance.** The Grantee agrees that while performing services specified in this agreement that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to “save harmless” the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

18. **Choice of Law/Choice of Forum.** The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut.

19. **Termination.** The Grantor may terminate this Agreement in whole or in part whenever for any reason the Grantor determines that such termination is in the best interest of the Grantor or the State of Connecticut. In the event that the Grantor elects to terminate this Agreement, the Grantor shall notify the Grantee by certified mail, return receipt requested. Termination shall be effective as of the close of business specified in the notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

GRANTEE: The City of Norwich

By: _____ Date _____
Municipal CEO
The City of Norwich
Duly Authorized

GRANTOR: Department of Emergency Services and Public Protection

By: _____ Date _____
James C. Rovella
Commissioner of Department of Emergency Services and Public Protection
Duly Authorized

Approved as to form.
William Tong, Attorney General

By: _____
_____, Associate Attorney General

Date: _____