

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by the Council of the City of Norwich at a meeting held on August 2, 2021, and that the same has not been amended or rescinded:

RESOLUTION PROVIDING FOR REFERENDUM

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

That the ordinance entitled “AN ORDINANCE APPROPRIATING \$145,000,000 TO FUND ALL OR A PORTION OF THE UNFUNDED ACTUARIAL ACCRUED LIABILITY OF THE CITY'S EMPLOYEES' RETIREMENT PLAN AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PENSION BONDS OF THE CITY TO MEET SAID APPROPRIATION ”, as adopted by this meeting of the Council, be submitted to a referendum vote of the electors of the City for approval or disapproval in conjunction with the general election on November 2, 2021, between the hours of 6:00 A.M. and 8:00 P.M. and that the warning of said referendum state the question to be voted upon and the ballot label with respect thereto as follows:

Question 1:

“Shall the ordinance entitled ‘AN ORDINANCE APPROPRIATING \$145,000,000 TO FUND ALL OR A PORTION OF THE UNFUNDED ACTUARIAL ACCRUED LIABILITY OF THE CITY'S EMPLOYEES' RETIREMENT PLAN AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PENSION BONDS OF THE CITY TO MEET SAID APPROPRIATION’, as adopted by the City Council on August 2, 2021, be approved? YES NO”

The ballot label for said question shall read as follows:

“Shall the \$145,000,000 appropriation and bond authorization for the funding of all or a portion of the unfunded actuarial accrued liability of the City’s Employees’ Retirement Plan, pursuant to the ordinance adopted by the City Council on August 2, 2021, be approved? YES NO”

The voting will be by paper/electronic ballot. Those desiring to vote for the question shall fill in the box in front of the question on the ballot at “YES”. Those desiring to vote against the question shall fill in the box in front of the question on the ballot at “NO”. Absentee ballots will be made available in accordance with the law.

The warning of said referendum shall also state that the full text of the aforesaid ordinance and question are on file open to public inspection in the office of the City and Town Clerk, that the vote on the aforesaid bond ordinance is taken pursuant to Chapter VIII, Section 4 of the City Charter and Chapters 90 and 152 of the Connecticut General Statutes, as amended, and that absentee ballots will be made available in accordance with the law.

The City and Town Clerk is hereby authorized and directed to prepare and print pursuant to section 9-369b of the Connecticut General Statutes (i) explanatory text for the foregoing question and (ii) materials concerning such question in addition to the explanatory text.

Dated at Norwich, Connecticut this 4th day of August 2021.

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 August 2, 2021, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich entered into a License Agreement dated November 17, 2003 permitting it to use the parking lot and path located at 71 Town Street, Norwich, Connecticut 06360 which License Agreement has been extended several times by amendment and will currently expire on November 30, 2021; and

WHEREAS, the Bank of America, National Association and the City of Norwich propose to enter into a Fifth Amendment to the License Agreement extending it for an additional term to end November 30, 2022, unless sooner terminated; and

WHEREAS, a proposed Fifth Amendment to License Agreement between the Bank of America, National Association and the City of Norwich is attached to this resolution as Exhibit A; and

WHEREAS, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich to enter into this Fifth Amendment to License Agreement

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 Fifth Amendment to License Agreement that is satisfactory to him and substantially in the form of Exhibit A attached hereto and to provide to and receive from the Bank of America, National Association signed copies of the Fifth Amendment to License Agreement together with such other correspondence, agreements, memorandum of understanding or documents as are necessary to effectuate the same.

**FIFTH AMENDMENT
TO LICENSE AGREEMENT**

The parties to this Fifth Amendment to License Agreement (“Fourth Amendment”) are **Bank of America, National Association**, a national banking association, successor in interest to Fleet National Bank, (“Licensor”), and **City of Norwich**, a municipal corporation specially chartered by the General Assembly of the State of Connecticut and having its territorial limits within the State of Connecticut (“Licensee”), who, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. **Background.** This Fifth Amendment pertains to the License Agreement between Licensor and Licensee, dated November 17, 2003 as amended by the Amendment to License Agreement dated October 17, 2008, by Second Amendment to License Agreement dated January 7, 2014, by Third Amendment to License Agreement executed January 15, 2016 and by Fourth Amendment to License Agreement dated September 13, 2018 (together, the “License”), for license of the Premises therein described for the use of the parking lot and path located at 71 Town Street, Norwich, CT 06360. Capitalized terms used and not otherwise defined herein have the meanings given them in the License.

2. **License Term.** By execution of this Fifth Amendment, the term of the License hereby is extended for an additional term (“Additional Term”), ending **November 30, 2022**, unless sooner terminated as provided in the License. Notwithstanding any provisions contained herein to the contrary, either party may terminate this License at any time, without cause, during the Term upon at least **forty-five (45) days** prior written notice to the other party.

3. **AS-IS.** Licensee accepts the Premises in its AS-IS, WHERE IS condition. Licensor shall not be required to perform any improvements or other work or provide Licensee with any allowance or inducement with respect to the License. Licensee, at Licensee’s sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use or condition of Licensee’s improvements (including the Americans With Disabilities Act of 1990, as amended). Licensee will comply with any reasonable rules and regulations for the parking lot adopted by Licensor.

4. **Insurance.** Simultaneously with the execution of this Fifth Amendment, Licensee shall provide Licensor with a certificate of insurance as required under the License.

5. **Brokers.** Each party hereto represents that it has not dealt with any other real estate broker or agent in connection with the negotiation of this Fifth Amendment other than CBRE, Inc. Licensor shall be responsible for any commissions due CBRE, Inc. in connection with this Fifth Amendment. Each party shall hold the other harmless from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person or entity with whom the indemnifying party has dealt.

6. **Addresses.** Notice addresses under the License pursuant to Paragraph 5 of the License are hereby amended as follows:

Licensor:

Bank of America, National Association
NC1-023-05-03
5252 N. Tryon Street
Charlotte, NC 28202
Attn: Lease Administration (CT2-122)

With copies to:

Bank of America, National Association
Two Smith St (MA6-152-02-01)
Wakefield, MA 01880
Attention: Joan Arria, Vice President (CT2-122)

Licensee:

City of Norwich
100 Broadway
City Hall, Room 219
Norwich, CT 06360-4431
Attn: City Manager

7. Miscellaneous. Licensee and the person(s) signing this Fifth Amendment on Licensee's behalf represent and warrant to Licensor that Licensee has full right and authority to execute and perform its obligations under the License as amended by this Fifth Amendment, and that such person(s) are, duly authorized to execute this Fifth Amendment on Licensee's behalf without further consent or approval by anyone. Licensee shall deliver to Licensor promptly upon request all documents reasonably requested by Licensor to evidence such authority. This Fifth Amendment is the entire agreement of the parties regarding modifications of the License provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective heirs, legal representatives, successors and assigns. The License is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby.

8. OFAC. Licensee represents that neither Licensee nor, to the knowledge of Licensee, any director, officer, employee, agent, affiliate or representative of Licensee is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is Licensee located, organized or resident in a country or territory that is the subject of Sanctions; and Licensee represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

9. Counterparts and Digital Images. This Fifth Amendment may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original. The parties agree to accept a digital image of the License, and any amendments thereto, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations. Execution and delivery of this Amendment by portable document format ("PDF") copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Amendment by such party. Such PDF copies shall constitute enforceable original documents.

EXECUTED AND DATED as of _____, _____, 2021.

LICENSEE:

City of Norwich

By: _____
Name: _____
Title: _____
Date: _____

LICENSOR:

Bank of America, National Association,
a national banking association

By: _____
Name: Joan Arria
Title: Vice President
Date: _____

Dated at Norwich, Connecticut this 4th day of August 2021.

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 August 2, 2021, and that the same has not been amended or rescinded:

WHEREAS, the Police Department expended approximately \$35,000 in excess of its 2020-21 appropriation resulting primarily from retirement payouts, overtime, and replacement overtime costs; and,

WHEREAS, the Laurel Hill Volunteer Fire Department expended approximately \$5,000 in excess of its 2020-21 appropriation resulting primarily from utilities, supplies, and vehicle fuel costs; and,

WHEREAS, the Occum Volunteer Fire Department expended approximately \$5,000 in excess of its 2020-21 appropriation resulting primarily from physicals, supplies, and equipment maintenance costs; and,

WHEREAS, Non-Departmental expenditures were approximately \$10,000 in excess of its 2020-21 appropriation resulting primarily from the purchase of cyber risk management coverage; and,

WHEREAS, several departments underspent their 2020-21 budgets.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that \$55,000 be and hereby is transferred *from* the 2020-21 budgets of the departments listed below *to* the 2020-21 budgets of the Police, Laurel Hill Volunteer Fire Department, Occum Volunteer Fire Department, and Non-Departmental budgets as follows:


Budget Decreases

Public Works	10430300-10434800	\$55,000
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Budget Increases

Police	10420100	\$35,000
Laurel Hill VFD	10423400	5,000
Occum VFD	10423500	5,000
Non-Departmental	10500000	<u>10,000</u>
Total Budget Increases		<u>\$55,000</u>

Dated at Norwich, Connecticut this 4th day of August 2021.

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 August 2, 2021, and that the same has not been amended or rescinded:

“As Amended”

A RESOLUTION AMENDING A RESOLUTION DECLARING RACISM A PUBLIC HEALTH CRISIS IN THE CITY OF NORWICH

WHEREAS, the City Council adopted a resolution on July 19, 2021 entitled, “DECLARATION OF RACISM AS A PUBLIC HEALTH CRISIS IN THE CITY OF NORWICH” (the “Prior Resolution”); and

WHEREAS, Hartford Healthcare, the Norwich NAACP Branch and the Otis Library wish to be considered as stakeholders in the last paragraph.

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

WHEREAS, public health is the science of protecting and improving the health of people, entire populations and their communities. These populations can be as small as a local neighborhood, or as big as an entire country or region of the world;

WHEREAS, public health work is achieved by promoting healthy lifestyles, researching disease and injury prevention, and detecting, preventing and responding to infectious diseases;

WHEREAS, racism is threat to public health and safety, and is a paramount social determinant of health, shaping access to the resources that create opportunities for health, including public safety, housing, education and employment, and is a persistent barrier to health equity for all Norwich residents;

WHEREAS, in addition to having an independent influence on the social determinants of health, racism in and of itself has been proven to have broad-reaching and direct negative impacts on individual health outcomes;

WHEREAS, racial justice is the creation and proactive reinforcement of policies, practices, attitudes and actions that produce equitable power, access, opportunity, treatment, and outcomes for all people regardless of race;

WHEREAS, in the long term, agencies, boards, committees, and commissions of City government must recommit to addressing the impact that racism has on the lives of all of our neighbors and how it impacts the overall health of our City;

WHEREAS, the COVID-19 pandemic has revealed, reaffirmed, and cast in sharp relief the emergency nature of these pre-existing inequities caused by systemic racism. In cases where race and ethnicity is known, the rate of reported COVID-19 cases as of July 9, 2021 in the entire state of Connecticut, Blacks, Indigenous and People of Color (BIPOC) is 125,616 compared with 110,399 for whites; and

WHEREAS, all Norwich residents are welcomed to join in working toward a city where all residents live fulfilling lives free of racism, poverty, violence, and other systems of oppression;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH,

1. The Norwich City Council asserts that racism is a public health crisis affecting our entire community;
2. The Norwich City Council and City Manager develop strategies that work to dismantle the systemic racism that creates barriers to strong public health. These strategies shall include access to data to drive equitable policies and a review of current policies and practices through a racial equity lens;
3. In partnership with Uncas Health District, develop a “Norwich Health Equity” plan that outlines detailed objectives and measurable goals in which the City will focus on root causes of the inequities that cause disparities in health outcomes for our residents;
4. Engage historically marginalized communities in identifying problems and solutions and supporting community-driven responses;
5. Ensure complete and regular availability of specific race and ethnicity data that documents the health inequities that exist in Norwich through collection, dissemination and remedies for gaps in that data to strengthen our collective understanding. This should include creating and implementing a Norwich Health Equity Measure Set, and data sharing between the Uncas Health District and relevant agencies of the State of Connecticut;
6. Conduct ongoing and enhanced analysis using all available data to understand the complexity of the interconnectedness of societal, environmental and behavioral factors that contribute to the impact of racism on access to those resources that promote good health including good jobs, access to healthy and affordable food, housing, equitable transportation options and excellent public education. This includes a more comprehensive understanding of racism and its impact on violence in the community both as a direct correlation to its existence and the impact that it creates on the overall health of people and the community at large;
7. Focus on access to prevention and treatment that is culturally and linguistically competent and meets communities where they are to counter the inequities that exist in health care;

8. Develop direct service programs and services to address the negative impact that these inequities have had on specific populations as well as programs that empower communities to tackle these systemic barriers;
9. The City Manager and Human Resource Director commit to conduct all human resources, vendor selection and grant management activities with a racial equity lens including reviewing all internal policies and practices such as examinations, hiring, promotions, leadership appointments and funding;
10. Promote racially equitable economic and workforce development practices;
11. Encourage community partners and stakeholders in the education, employment, housing, criminal justice and safety arenas to recognize racism as a public health crisis and to implement portions or all of this declaration;
12. All stakeholders identify clear goals and objectives, including specific benchmarks, to assess progress and capitalize on opportunities to further advance racial equity and report semi-annual to the city council on the progress of these goals ; and
13. Advocate at the state and federal level for policies and funding and the Norwich City Council will consider in the organization's budget allocating adequate financial resources to accomplish these activities.

WHEREAS, it is in our best interest to foster health equity throughout the entire City of Norwich and its residents;

WHEREAS, the City Council of Norwich wished to reaffirm its declaration of racism as a public health crisis;

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF NORWICH, wishes to appoint a Health Equity Committee which shall include but not be limited to the Office of the City Manager, representatives of the Norwich Department of Human Services, the Uncas Health District, the Norwich Police Department, the Human Resources Department, United Community Family and Services, Rose City United, Generations, Hartford Health Care, Norwich NAACP Branch and Otis Library be it further resolved that said Health Equity Committee shall also include members of the general public and any stakeholders who wish to participate. Interested stakeholders may include members of the Norwich City Council.

Dated at Norwich, Connecticut this 4th day of August 2021.

ATTEST:



Betsy M. Barrett
City Clerk