



CITY OF NORWICH
CONNECTICUT

AGENDA – MEETING OF THE COUNCIL OF THE CITY OF NORWICH
February 16, 2016
7:00 PM

PRAYER

PLEDGE OF ALLEGIANCE

CITIZEN COMMENT GENERAL (30 Minutes)

ACTION ON THE PROPOSED OLD ORDINANCE LISTED BELOW FROM (February 1, 2016)

1. AN ORDINANCE APPROPRIATING \$400,000 FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 1 TERMINAL WAY IN NORWICH, CONNECTICUT AND AUTHORIZING THE ISSUE OF \$400,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

PETITIONS AND COMMUNICATIONS

1. Update regarding the City website for easier ability when applying for Boards, Commissions and Committees.
2. Relative to a letter of resignation of Anne T. Doyle from the Community Center Exploratory Committee.

CITY MANAGER REPORT

CITIZENS COMMENT ON RESOLUTIONS

NEW BUSINESS-RESOLUTIONS

1. Relative to an appointment as a regular member to the Board of Review (Dangerous Buildings).

2. Relative to re-allocate some capital funds for the purpose of repairing the elevator in the Main Street garage.
3. Relative to a license agreement involving a portion of City property at 77 Chestnut Street amending the signer from Acting City Manager.
4. Relative to accepting a street known as "Boulder Trail" amending the signer from Acting City Manager.
5. Relative to reappointment and appointments to the Harbor Commission.
6. Relative to enter into a purchase and sales agreement for 34 Lake Street.
7. Relative to accepting a deed in lieu of foreclosure for 270 West Thames St.
8. Relative to accepting a deed in lieu of foreclosure for 14 Grove Place.
9. Relative to City Manager Salomone being authorized and directed to convey by a quit claim deed regarding the property referred to as Thatcher Lane.

NEW BUSINESS-ORDINANCE

1. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NORWICH ACCOMPANYING THE ZONING ORDINANCE OF THE CITY OF NORWICH BY CHANGING A TRACT(S) OR PARCEL(S) OF LAND ON 27 & 51 NORWICH AVE FROM GENERAL COMMERCIAL (GC)/MULTI-FAMILY (MF) TO GENERAL COMMERCIAL (GC)

EXECUTIVE SESSION

1. Pending Claims and Litigation
2. Property Acquisition



City Clerk

OLD ORDINANCE #1

AN ORDINANCE APPROPRIATING \$400,000 FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 1 TERMINAL WAY IN NORWICH, CONNECTICUT AND AUTHORIZING THE ISSUE OF \$400,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

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

Section 1. The sum of \$400,000 is appropriated for the acquisition of the property located at 1 Terminal Way in Norwich, Connecticut for the relocation of a municipal boat launch from Brown Park on Chelsea Harbor Drive in Norwich, Connecticut and the costs related thereto (collectively, “Property”), and for all site work, easements, related improvements as may be accomplished within said appropriation provided herein, and including administrative, consulting, advertising, printing, legal and financing costs to the extent paid there from (the “Project”). Said appropriation shall be in addition to grant funding and all prior and future appropriations for said purpose.

Section 2. The total estimated cost of the Project is \$400,000. No portion of the Project cost is expected to be paid from sources other than the proposed bond issue. The estimated useful life of the Project is more than 10 years. The Project is a general benefit to the City of Norwich and its general governmental purposes.

Section 3. To meet said appropriation \$400,000 bonds of the City, or so much thereof as may be necessary for said purpose, may be issued, maturing not later than the tenth (10th) year after their date, or such later date as may be allowed by law. Said bonds may be issued in one or more series as shall be determined by the City Manager and the Comptroller, and the amount of bonds of each series to be issued shall be fixed by the City Manager and the Comptroller, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the City by the manual or facsimile signatures of the City Manager and the Comptroller, bear the City seal or a facsimile thereof, be certified by a bank or trust company designated by the City Manager and the Comptroller, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the City Manager and the Comptroller, and be approved as to their legality by Pullman & Comley, LLC, Bond Counsel. They shall bear such rate or rates of interest as shall be determined by the City Manager and the Comptroller. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon and shall be paid from property taxation to the extent not paid from other funds available for the payment thereof. The aggregate principal amount of the bonds, annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such bonds, shall be determined by the City Manager and the Comptroller in accordance with the requirements of the General Statutes of Connecticut, as amended (the “Statutes”). In

connection with the issuance of any bonds or notes authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b of the Statutes, 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 such bonds or notes.

Section 4. The issue of the bonds aforesaid and of all other bonds or notes of the City heretofore authorized but not yet issued, as of the effective date of this ordinance, would not cause the indebtedness of the City to exceed any debt limit calculated in accordance with law.

Section 5. Said bonds shall be sold by the City Manager and Comptroller in a competitive offering or by negotiation, in their discretion. If sold at competitive offering, the bonds shall be sold upon sealed proposals, auction or similar process, at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City.

Section 6. The City Manager and the Comptroller are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of any series of said bonds. Notes evidencing such borrowings shall be signed by the manual or facsimile signatures of the City Manager and the Comptroller, have the seal of the City or a facsimile thereof affixed, be payable at a bank or trust company designated by the City Manager and the Comptroller, be certified by a bank or trust company designated by the City Manager and the Comptroller pursuant to Section 7-373 of the Statutes, and be approved as to their legality by Pullman & Comley, LLC, Bond Counsel. They shall be issued with maturity dates which comply with the provisions of the Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon and shall be paid from property taxation to the extent not paid from other funds available for the payment thereof. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of said bonds the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such temporary borrowings then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 7. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The City (the "Issuer") hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and after the date of passage of this ordinance in the maximum amount and for the capital project defined in Section 1 with the proceeds of bonds, notes, or other obligations ("Bonds") authorized to be issued by the Issuer. The Bonds shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date that the Regulations may authorize. The Issuer hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Comptroller or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration.

Section 8. The City Manager and Comptroller are hereby authorized to exercise all powers conferred by Section 3-20e of the General Statutes with respect to secondary market disclosure and to provide annual information and notices 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 bonds and notes authorized by this ordinance.

Section 9. In order to meet the capital cash flow expenditure needs of the City, the City Manager and Comptroller are authorized to allocate and reallocate expenditures incurred for the Project to any bonds or notes of the City outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose.

Section 10. It is hereby found and determined that the issue of all, or a portion of, the bonds, notes or other obligations of the City authorized to be issued herein as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation, is in the public interest. The City Manager and the Comptroller are hereby authorized to issue and utilize without further approval any financing alternative currently or hereafter available to municipal governments pursuant to law including but not limited to any “tax credit bond,” or “Build America Bonds” including Direct Payment and Tax Credit versions.

Section 11. 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 any bonds or notes relating to the Project in accordance with the provisions of the Statutes and the laws of the United States.

Mayor Debery Hinchey

RESOLUTION #1

BE IT RESOLVED that the following be appointed as a **regular member** to the Board of Review (Dangerous Buildings) for a term to expire on June 01, 2017 or until a successor is appointed;

Sofee Noblick (R)

President Pro-tem Peter Nystrom
Alderman Stacy Gould
Alderman H. Tucker Braddock

RESOLUTION #2

WHEREAS, the Council of the City of Norwich included funding in numerous Capital Budgets for Public Works projects listed below, totaling \$118,226.98; and

<u>Project Description</u>	<u>Amount</u>	<u>Capital Project Number</u>
City Hall Cast Iron Stair Project	\$24,623.10	10212-88247
31 New London Turnpike Demo	\$3,651.51	10213-88100
Public Works Heating upgrade	\$12,027.37	10214-88247
Clinton Ave. Sprinklers	\$12,925.00	10215-88247
City Hall Heating System Controls	\$35,000.00	10215-88247
City Hall Annex exterior painting	\$30,000.00	10216-88247

WHEREAS, the first four of these projects have been completed under budget, and the City Hall Heating System Controls project has been completed using alternate capital funding, and

WHEREAS, the Director of Public Works Ryan Thompson has determined that the Main Street Garage Elevator requires repairs more urgently than the City Hall Annex exterior painting.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the 2015-16 Capital Budget for the Norwich Public Works Department be and hereby is amended to change the purpose of the \$118,226.98 allocations from the original purposes as listed above to the more urgent need of elevator repairs to the Main Street garage.

Alderwoman Joanne Philbrick

RESOLUTION #3

WHEREAS, the Council of the City of Norwich, by resolution adopted January 4, 2016 authorized Acting City Manager John Bilda to enter into a License Agreement with Anthony D. Heft pertaining to property owned by the City of Norwich at 77 Chestnut Street; and

WHEREAS, as of February 1, 2016 John Salomone became the city manager of the City of Norwich,

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the resolution described herein, adopted January 4, 2016 regarding a License Agreement with Anthony D. Heft pertaining to property owned by the City of Norwich at 77 Chestnut Street, be amended to substitute "City Manager John Salomone" for "Acting City Manager John Bilda" in said resolution which is otherwise unchanged.

Mayor Debercy Hinchey

RESOLUTION #4

WHEREAS, the Council of the City of Norwich, by resolution adopted January 4, 2016 authorized and directed Acting City Manager John Bilda to receive and record a warranty deed from Roy B. Fleming, conveying to the city fee title to a street within a subdivision, said street to be known as “Boulder Trail”, to cause such deed to be recorded on the land records of the City of Norwich, and to execute, deliver, receive and/or record such other documents on behalf of the City of Norwich as may be necessary to effectuate this transfer; and

WHEREAS, as of February 1, 2016 John Salomone became the city manager of the City of Norwich,

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the resolution described herein, adopted January 4, 2016 regarding accepting of a street known as “Boulder Trail”, be amended to substitute “City Manager John Salomone” for “Acting City Manager John Bilda” in said resolution which is otherwise unchanged.

Mayor Deberey Hinchey

RESOLUTION #5

WHEREAS, the City Manager John Salomone, proposes, subject to the approval of the Council, to re-appoint as a **regular member** of the Harbor Commission for a term to expire on December 07, 2017 or until a successor is appointed:

Richard Benoit (D)

WHEREAS, the City Manager John Salomone, proposes, subject to the approval of the Council, to appoint as a **regular member** of the Harbor Commission for a term to expire on December 07, 2017 or until a successor is appointed:

Michael Gaultieri (R)
Homer Callicutt (R)
Joshua Bakoulis (U)

City Manager John L. Salomone

RESOLUTION #6

WHEREAS, the Council of the City of Norwich, by resolution adopted February 2, 2015, directed that the City of Norwich enter into a real estate listing agreement with Allyn and Associates Realtors with respect to the property located at 34 Lake Street, and further resolved that any offer to purchase said property recommended to the city by Allyn and Associates Realtors be presented to the Council for its consideration and approval prior to the execution of any purchase and sales agreement; and

WHEREAS, Allyn and Associates Realtors has located an interested purchaser and recommends that the city sell the property at 34 Lake Street to Matthew B. Longo for \$4,500.00 by cash sale, which recommendation the Council finds to be in the best interest of the City of Norwich

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 with Matthew B. Longo at a price of \$4,500.00, a draft of which is attached hereto as "Exhibit A", and/or execute and deliver a deed from the City of Norwich to Matthew B. Longo conveying the property at 34 Lake Street to Matthew B. Longo for a price of \$4,500.00 subject to any standard adjustments and to enter into, execute, receive or deliver, such other documents as are necessary to effectuate this sale.

Alderman H. Tucker Braddock
Alderwoman Stacy Gould
Alderwoman Joanne Philbrick

Exhibit A



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



Buyer(s) Matthew B Longo
 Address(es) 94 Smith Ave
Norwich CT 06360
 Seller(s) City of Norwich
 Address(es) 100 Broadway
Norwich CT 06360

Seller agrees to sell and Buyer agrees to purchase certain real property known as 34 Lake
Norwich, CT more fully described in the land records, town of Norwich, CT, in Vol _____ Page _____

1. PURCHASE PRICE	\$ <u>4500</u>	
Payable as follows:		
A. By deposit, subject to collection, to be applied toward Buyer's down payment or closing costs.....	\$ <u>1000</u>	A.
B. Additional deposit by _____, 20_____. If not received by the Seller's agent on or before the above date then Buyer shall be in default.....	\$ <u>0</u>	B.
C. By proceeds from institutional financing.....	\$ <u>0</u>	C.
D. By proceeds from Seller financing (see attached addendum).....	\$ <u>0</u>	D.
E. Balance by cash, bank check, or attorney trustee check at closing (or such greater or lesser amount as may be required after credits, adjustments and prorations.).....	\$ <u>3500</u>	E.

2. MORTGAGE CONTINGENCIES: (Check one)

A. () This Agreement is contingent upon the Buyer obtaining a commitment for a _____ mortgage, _____ (conventional, VA, etc.) in the amount of \$ _____, amortized for a term of _____ years at an initial interest rate not to exceed _____ (fixed, variable, etc.)

_____ per cent per annum, and not exceeding _____ points. Buyer agrees to apply for a mortgage within _____ days of Seller's acceptance. If Buyer fails to make formal application by said date, Buyer shall be in default of this Agreement and shall forfeit all deposit monies. Mortgage commitment shall be on or before _____. It is further agreed that if, after diligent effort, Buyer is unable to obtain the mortgage by said commitment date, then said deposit shall be returned to Buyer, provided Seller or Seller's agent has received written notice from Buyer with proof of said inability within five (5) calendar days after said commitment date, whereupon this Agreement shall be null and void. In the event Seller or Seller's agent has not received said notice as specified, then this mortgage contingency shall be deemed satisfied. Buyer grants permission to the lending institution to provide status of his loan to the agents involved in this transaction.

B. () Terms of assumption of existing loan: Buyer is assuming and agreeing to pay the existing first mortgage on the property having an approximate balance of \$ _____. Seller represents mortgage is assumable and shall be in good standing at time of closing.

C. (✓) Cash sale. There is no mortgage contingency.

3. ESCROW DEPOSIT: The deposits specified above shall be made at the stated times. All deposits shall be made payable to the listing broker, Allyn Realtors, and unless otherwise agreed upon between the parties elsewhere in this Agreement, shall be placed into a pooled, interest bearing account as set forth in CGS Sec. 8-265f, with the interest payable to Connecticut Housing Finance Authority. At the time of closing, the listing broker shall pay the deposit funds to the Seller. Except as herein authorized, the listing broker shall not pay the deposit funds to anyone without the written consent of all parties to this Agreement or by court order. In the event any deposit funds payable pursuant to this Agreement are not so paid by Buyer, Seller may give written notice of such failure to Buyer at the address specified in this Agreement, by certified mail, and if such notice is given and a period of 5 days thereafter elapses without Buyer having corrected such failure, Seller may (1) declare Buyer to be in default and (2) terminate this Agreement and the Seller shall be relieved of all obligations hereunder. The prevailing party in any legal action arising out of a dispute over the deposit shall be awarded reasonable attorneys' fees.

DocuSigned by: [Signature] 12.15.15
 Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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PURCHASE AND SALE AGREEMENT



4. **DEFAULT:** On default by either party, without the other party being in default, the party who is not in default shall have the right of:
- (A) Buyer Default: Seller retaining the deposit money as liquidated damages or proceeding with any other remedy at law or in equity.
 - (B) Seller Default: Buyer reclaiming the deposit money, plus an amount equal to the deposit money as liquidated damages or proceeding with any other remedy at law or in equity.

If a legal action is commenced to enforce any provision of this Agreement, the prevailing party, including a broker who is made a party to such action and who has not significantly contributed to the default, shall be entitled to court costs and reasonable attorneys' fees.

5. **FIXTURES AND OTHER PERSONAL PROPERTY:** Unless otherwise agreed upon in writing the premises to be conveyed shall include all fixtures such as screens, storm doors, storm windows, TV antennas, wall to wall carpeting, blinds, curtain rods and fixtures, awnings, shades, automatic hot water heaters, built-ins (dishwasher, oven/range, microwave, etc.), garage door opener(s) and remote control(s), plumbing, lighting, heating fixtures (except portable heaters, rented water heaters and lamps); plants and shrubbery as are now located on the property and the following described personal property:

(Unless otherwise noted these items shall be in working condition on the day of closing.)

6. **ENCUMBRANCES:** The Certificate of Title, if desired, shall be provided by and at Buyer's expense. Unless otherwise noted the property will be conveyed free and clear of liens and subject to all provisions of any ordinance, municipal regulation, public or private law agreements, restrictions and easements of record, and facts disclosed by personal inspection of the property or an accurate survey, provided they do not render the property unmarketable pursuant to the Standards of Title as applied by the Connecticut Bar Association.

The parties acknowledge a sewer assessment of approximately \$ If Any to be (paid/assumed) by the seller at closing.
The parties acknowledge a water assessment of approximately \$ If Any to be (paid/assumed) by the seller at closing.

7. **ADJUSTMENTS:** Unless otherwise stated in this Agreement, all adjustments of taxes, water, sewer, interest, condominium fees, rents, fuel, etc., will be made on the day of closing in accordance with the Residential Real Estate Closing Customs as promulgated by the Bar Association (if any), as amended, of the County in which the property is located.

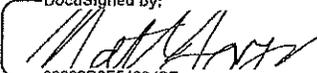
8. **RISK OF LOSS:** Risk of loss by fire, theft or other casualty until delivery of the deed shall be upon the Seller. In the event of loss or damage that cannot be repaired by the time of closing so the property is in substantially the same condition as on the date of this Agreement, Buyer shall have the choice of:

- (A) Receiving the benefit and proceeds of Seller's insurance coverage and taking title, or
- (B) Rescinding this Agreement and any monies paid under this Agreement shall be returned to Buyer and all parties shall be relieved of further liability.

9. **OCCUPANCY:** On the date and time of closing, Seller shall deliver full possession and occupancy of said premises to Buyer, free from all occupants and possessions, and broom clean, except as otherwise specifically provided herein.

10. **ASSIGNMENT and SURVIVORSHIP:** This Agreement may be assigned by either party without written consent of the other, but shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. However, if this Agreement contains a provision for Seller financing, this Agreement may not be assigned without the written consent of Seller.

11. **COMMISSION:** The real estate agency/agencies in this transaction is/are REALTY WORLD SIGNATURE PROPE
Allyn Realtors. Unless otherwise provided for within this Agreement, Seller agrees to pay the real estate commission, as per the Listing Agreement, at the time of closing.

DocuSigned by:

 80202D8F546348F...

Buyer _____	12.15.15	Seller _____
	Date	Date
Buyer _____		Seller _____
	Date	Date
Buyer _____		Seller _____
	Date	Date



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



12. ADDITIONAL PROVISIONS: (if none, state none) _____

- 1. Any personal property and appliances conveyed "as-is, where is"
- 2. Purchase and sales agreement subject to City Counsel approval
- 3. Sale is subject to approval by the City of Norwich and governing bodies
- 4. Sections 15, 16 and 17 of this Agreement shall be crossed out and shall not apply
- 5. Sale is strictly AS-IS
- 6. "Closing shall occur within 30 calendar days of approval to sell by the City of Norwich"
- 7. Buyer shall complete all renovations and secure a Certificate of Zoning Compliance from the City of Norwich within 365 days of closing.

13. CLOSING: Seller shall deliver to Buyer a good and sufficient Warranty (or _____) Deed, conveying marketable title, on or before the see sec 12-6 day of sec 12-6, 2016.

14. TIME TO ACCEPT: Unless Buyer or Buyer's representative has received a copy of this Agreement, signed and initialed (if applicable) by all parties on or before December 30, 2015, this offer may be revoked at the discretion of Buyer, in which case Buyer's deposit shall be returned.

15. DISCLOSURES: It is prudent for Buyer to review Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Buyer(s) Initials Paint Hazards and the Residential Property Condition Disclosure Report (if applicable) prior to entering into a Purchase and Sale Agreement.

Yes No

DS
VI

A. RECEIPT ACKNOWLEDGMENT: Buyer(s) acknowledge(s) receipt of Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

DS
VI

B. RECEIPT ACKNOWLEDGMENT: Buyer(s) acknowledge(s) receipt of Residential Property Condition Disclosure Report

16. INSPECTION SECTION: (Buyer must initial yes or no for each inspection) In the event Buyer does not perform any of the inspections indicated, by the specified completion date, then such inspections are waived and no longer a contingency in this Agreement. Seller will provide access and working utilities for Buyer's inspections/tests.

Buyer(s) Initials

Yes No

DS
VI

A. WOOD DESTROYING ORGANISM CLAUSE - (See REMEDY CLAUSES below)
This Agreement is contingent upon Buyer obtaining at _____'s expense, by _____ (completion date), a report from a licensed inspector indicating the improvements are free from evidence of infestation and/or damage.

DS
VI

B. WATER QUALITY CLAUSE - (See REMEDY CLAUSES below)
This Agreement is contingent upon Buyer obtaining at _____'s expense, a written report from a licensed laboratory by _____ (completion date), for the following water tests that establishes the drinking water meets or exceeds the standards published by the State of Connecticut and the municipality in which the property is located, if applicable: () Potability test for coliform () Lead in water test () Water quality analysis () Full spectrum water analysis and/or () Radon in water analysis.

DS
VI

C. WELL WATER YIELD CLAUSE - (See REMEDY CLAUSES below)
This Agreement is contingent upon Buyer obtaining at _____'s expense, by _____ (completion date), a written report from a licensed engineer or licensed home inspection service that establishes the well provides adequate water yield that meets or exceeds the standards published by the State of Connecticut and the municipality in which the property is located.

DocuSigned by:

Matthew...

Buyer _____ 12.15.15 _____

Date

Seller _____ Date

Buyer _____ Date

Seller _____ Date

Buyer _____ Date

Seller _____ Date



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PURCHASE AND SALE AGREEMENT



Buyer(s) Initials
Yes No

D. STRUCTURAL/MECHANICAL INSPECTION CLAUSE - (See REMEDY CLAUSES below)

This Agreement is contingent upon Buyer obtaining a structural/mechanical inspection report, to be performed by a licensed engineer or licensed home inspection service at _____'s expense, by _____ (completion date). If said report is unsatisfactory to Buyer due to any fault(s), defect(s), damages(s), or safety issue(s) related to the property, then Buyer will provide Seller written notice per the Remedy Clauses.

DS
VI

E. ON-SITE SEWAGE SYSTEM CLAUSE - (See REMEDY CLAUSES below)

This agreement is contingent upon Buyer obtaining a written report from a licensed sewage inspector, on or before _____ (completion date), indicating that the sewage system meets or exceeds the standards of the State of Connecticut or the municipality in which the property is located.
The _____ shall select the licensed sewage inspector.
The _____ shall be responsible for the cost of digging, exposing the on-site sewage system cover and refilling the excavation.
The _____ shall be responsible for the cost of pumping the on-site sewage system.
The _____ shall be responsible for the cost of inspecting the on-site sewage system.

DS
VI

F. ASBESTOS CLAUSE - (See REMEDY CLAUSES below)

This Agreement is contingent upon Buyer obtaining at _____'s expense, by _____ (completion date), a report from a recognized testing service indicating that the improvements are free from asbestos.

DS
VI

G. RADON CLAUSE - (See REMEDY CLAUSES below)

This Agreement is contingent upon Buyer obtaining a Radon Test performed by a recognized testing service, using generally accepted radon testing techniques. Such test to be completed on before _____ (completion date), at _____'s expense. The parties acknowledge that scientists and governments do not agree on what constitutes a safe level of radon. Four pico curies per liter (4pCi/L) represents the most cautious level according to the EPA's Citizen's Guide To Radon.

DS
VI

H. OTHER INSPECTIONS CLAUSE (See REMEDY CLAUSES below)

DS
VI

I. LEAD PAINT CLAUSE This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards¹ at Buyer's expense until 9:00 pm on the tenth calendar day after ratification N/A. (insert date 10-days after contract ratification or a date mutually agreed upon). This contingency will terminate at the above predetermined deadline unless Buyer (or Buyer's agent) delivers to Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option within N/A days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If Seller will correct the condition, Seller shall furnish Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If Seller does not elect to make the repairs, or if Seller makes a counter-offer, Buyer shall have N/A days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Buyer may remove this contingency at any time without cause.

DS
VI

¹ Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.

DocuSigned by:
Buyer [Signature] 12.15.15
80202D8F54634BF... Date
Buyer _____ Date
Buyer _____ Date

Seller _____ Date
Seller _____ Date
Seller _____ Date



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



17. **REMEDY CLAUSES FOR INSPECTION(S) FOR 16 A-H:** Buyer shall have the right to either A. or B. below:

A. If an inspection/test is unacceptable to Buyer according to the criteria identified in each inspection clause, then Buyer shall request that Seller complete certain repairs to correct the fault(s), defect(s), damage(s), or safety issue(s) in order to continue with the purchase by giving Seller written notice within five (5) days of the completion date(s) unless the written report is received sooner, in which case the written notice must be within five (5) days of Buyer's receipt of said report. The written notice shall itemize the requested repairs and shall include a copy of the inspection/test report. If Buyer provides written notice, Seller shall have five (5) days to respond in writing. If Seller fails to respond to Buyer in writing within five (5) days or if Buyer and Seller cannot agree on correcting the unacceptable condition(s) in writing within five (5) days of Seller's written response to Buyer, either party shall have the option to terminate this Agreement by giving written notice to the other party, in which case the deposit(s) shall be returned to Buyer; or

B. If, for any reason, Buyer is not satisfied with the results of an inspection/test, Buyer may terminate this Agreement by giving Seller written notice within five (5) days of the completion date(s) unless the written report is received sooner, in which case the written notice must be within five (5) days of Buyer's receipt of said report. If Buyer fails to provide Seller with such notice, the parties shall be bound to perform their obligations under this Agreement. If Buyer terminates this agreement as provided herein, the deposits(s) shall be returned to Buyer.

18. **EXAMINATION OF PREMISES:** Buyer represents that Buyer has examined said property, including fixtures and personal property which convey, and is satisfied with the physical condition thereof, subject to any additional provisions and/or any inspections/tests made a part of this Agreement. Buyer further agrees neither Seller nor Seller's agent have made any representations or promises, other than those expressly stated herein, upon which Buyer has relied in making the Agreement. The property and improvements are to be conveyed in their present condition, subject to reasonable wear and use, as they are on the date of this Agreement. The grounds shall be maintained by Seller until the day of closing. Buyer has the right to make a final walk-through examination of the premises prior to the closing to verify that Seller has made any repairs required by this Agreement, that the property is in the same condition as it was at the signing of this agreement and that Seller has met all contractual obligations. If Buyer fails to conduct this walk-through examination, Seller's repair and maintenance obligations will be deemed satisfied. Seller will provide access and working utilities for Buyer's final walk-through examination. In the event Seller has not furnished Buyer with the Residential Property Condition Disclosure Report as required by CGS Sec. 20-327b prior to Buyer's execution of this Agreement, Seller shall credit Buyer \$500.00 at closing.

19. **USE OF ELECTRONIC RECORD:** The parties agree that they may use an electronic record, including fax or e-mail, to make and keep this Agreement. Either party has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. A party's agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions.

For access to and retention of faxed records, there are no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer. For access to and retention of e-mail records, you will need a personal or laptop computer, Internet account and e-mail software.

The Listing Agent as agent for Seller wishes to use

Fax machine. fax number is: _____ E-mail. E-mail address is: _____

The Buyer's Agent as agent for Buyer wishes to use

Fax machine. fax number is: 860-237-3660 E-mail. E-mail address is: giangrassom@propertie

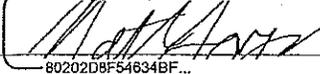
Each party will promptly inform the other of any change in E-mail address or fax number in writing.

20. **ENTIRE AGREEMENT:** This Agreement and attached addenda (if any), represents the entire Agreement between the parties. It shall not be changed orally but only by a written instrument which is signed by all parties. The effective date of this Agreement shall be the date on which all signatures, and initials (if any), have been affixed hereto.

Notice: When signed by all parties this is intended to be a legally binding Agreement. If not fully understood seek the advice of an attorney prior to signing. When the context requires herein, the masculine shall include the feminine, and the singular shall include the plural.

Notice: This Agreement shall be interpreted pursuant to the Residential Real Estate Closing Customs as promulgated by the Bar Association (if any), as amended, of the County in which the property is located.

Notice: For the purpose of providing notices under this agreement, the term Buyer shall mean the Buyer, the Buyer's agent, or the Buyer's attorney, and the term Seller shall mean the Seller, the Seller's agent, or the Seller's attorney.

Buyer		12.15.15	Seller	_____
	80202D9F54634BF...	Date		Date
Buyer	_____	Date	Seller	_____
	Date			Date
Buyer	_____	Date	Seller	_____
	Date			Date

RESOLUTION #7

WHEREAS, Ralph M. Lechner, Jr. died on April 27, 2013; and

WHEREAS, an estate was opened on or about August 1, 2013; and

WHEREAS, The Estate of Ralph M. Lechner, Jr. has offered to convey to the City of Norwich by a deed in lieu of foreclosure a parcel of land carried on the land records of the City's Tax Assessor's office as Map 117, Block 4, Lot 56 (270 West Thames Street) more particularly described in Schedule A attached hereto; and

WHEREAS, The Estate of Ralph M. Lechner, Jr. has offered said deed in lieu of foreclosure in full and final satisfaction of all real estate taxes, demolition liens and judgment liens due the City of Norwich assessed with respect to 270 West Thames Street; and

WHEREAS, all encumbrances on the subject property have been released, except for the outstanding taxes, demolition lien and City of Norwich judgment liens; and

WHEREAS, the taxes due as of February 29, 2016 are \$16,229.22;

WHEREAS, the balance due on the demolition lien as of February 29, 2016 is \$308.27;

WHEREAS, the balance due on the judgment lien as of February 29, 2016 is \$1,441.38

WHEREAS, said property is appraised at \$37,500.00.

NOW THEREFORE BE IT RESOLVED, that the City of Norwich hereby accepts the tender of the deed in lieu of foreclosure by The Estate of Ralph M. Lechner, Jr., conveying to the City of Norwich title to 270 West Thames Street in full and final satisfaction of said taxes, judgment lien and demolition lien assessed with respect to said property; and

BE IT FURTHER RESOLVED, that City Manager John Salomone be and hereby is authorized to accept said deed on behalf of the City of Norwich, subject to the approval of the Corporation Counsel, and to cause it and any other necessary documents to be filed or recorded.

Mayor Deberay Hinchey

FIRST TRACT: Beginning at the northeast corner of West Thames Street and South Street, and running easterly along the northerly line of South Street 119.8 feet; thence northerly in a straight line 64.9 feet to a stake driven in the ground, which stake is at a point 47.4 feet westerly from the westerly line of Rose Street, on a line at right angles to Rose Street; thence westerly at right angles to the last line 121.4 feet to West Thames Street, this line passing through a point in range with the easterly side of the stone house numbered 270 West Thames Street, on the herein described premises, and 16.6 feet northerly from the northeasterly corner thereof; also, through a point in range with the westerly side of said stone house and 17 1/2 feet northerly from the northwesterly corner thereof; abutting northerly on land now or formerly of John Kowalski and Joseph Glowacki, and the Second Tract hereinafter described; thence southerly along the easterly line of West Thames Street 64.2 feet to the place of beginning.

SECOND TRACT: Beginning on the easterly line of West Thames Street at the northwest corner of the First Tract, above described, and running northerly along the easterly line of West Thames Street 83 1/2 feet; thence easterly in a straight line 86.3 feet to a line 17 feet southerly of and parallel with the southerly side of the house numbered 258 West Thames Street and said side extended to a stake driven in the ground; thence southerly 82.2 feet on a line 89 feet westerly from and parallel to the westerly line of Rose Street; abutting easterly on land now or formerly of said Kowalski and Glowacki; thence westerly about 79.4 feet to the place of beginning, abutting southerly on the First Tract above described; together with the right to use the brook or culvert as it is now used in connection with said premises, and subject to the right of said Kowalski and Glowacki, their heirs and assigns, to maintain drain pipes as they now exist across or in said premises.

Being the same premises conveyed to this grantor by deed of Roger O. Baribeault dated October 4, 1976, and recorded in the Norwich Land Records in Vol. 453, page 157.

The grantees herein assumes and agrees to pay all taxes levied against these premises hereinafter coming due.

RESOLUTION #8

WHEREAS, Evans Memorial A.M.E. Zion Church, Inc. has offered to convey to the City of Norwich by a deed in lieu of foreclosure a parcel of land carried on the land records of the City's Tax Assessor's office as Map 93, Block 6, Lot 57 (14 Grove Place) more particularly described in Schedule A attached hereto; and

WHEREAS, Evans Memorial A.M.E. Zion Church, Inc. has offered said deed in lieu of foreclosure in full and final satisfaction of all real estate taxes due the City of Norwich assessed with respect to 14 Grove Place; and

WHEREAS, the taxes due as of February 29, 2016 are \$7,467.98 and said property is assessed at a value of \$13,200.00.

NOW THEREFORE BE IT RESOLVED, that the City of Norwich hereby accepts the tender of the deed in lieu of foreclosure by Evans Memorial A.M.E. Zion Church, Inc., conveying to the City of Norwich title to 14 Grove Place in full and final satisfaction of said taxes assessed with respect to said property; and

BE IT FURTHER RESOLVED, that City Manager John Salomone be and hereby is authorized to accept said deed on behalf of the City of Norwich, subject to the approval of the Corporation Counsel, and to cause it and any other necessary documents to be filed or recorded.

Alderman H. Tucker Braddock

RESOLUTION 8 SUPPORT

All that parcel of land, with the dwelling house thereon, situated in said Town of Norwich, and in the City of Norwich, and bounded northerly by land formerly of Archibald Troland; easterly by land formerly of Mary J. Cole; southerly by land now, or late of Mary E. Fellows; and westerly by Grove Place, so-called; and being the same premises conveyed to said Thomas H. Crawford by Sarah E. Hill by deed dated May 20, 1909 and recorded in the land records of said Town of Norwich in Volume No. 132, at Page 255.

RESOLUTION #9

WHEREAS, Ms. Lucille Berry, resides and owns the property at 123 Gifford Street, Map 99 Block 2 Lot 29, and owns two unimproved parcels known as 27 Thatcher Lane, Map 107 Block 1 Lot 14, and 29 Thatcher Lane Map 107 Block 1 Lot 17; and

WHEREAS, Ms. Lucille Berry requests that the City of Norwich quitclaim any interest the City of Norwich may possess in a parcel of land sometimes referred to as Thatcher Lane which runs from Gifford Street in an westerly direction along the northern boundary of 29 Thatcher Lane and terminates at 27 Thatcher Lane; and

WHEREAS, the City of Norwich possesses a certain drainage right of way upon property known as 25 Stonyridge Road located north of the property describes as Thatcher Lane and west of land known as 123 Gifford Street that includes an area specifically designated as wetlands that discharges water onto said Thatcher Lane property more specifically described in a Warranty Deed recorded at Volume 1726 Page 109 of the Norwich land records; and

WHEREAS, the property referred to as Thatcher Lane is a narrow strip of land running in a westerly direction from Gifford Street to the southerly boundary of 27 Thatcher Lane, approximately 1,177 feet long and 9 feet wide more specifically described in the property description of the quitclaim deed attached as Schedule "A"; and

WHEREAS, no deed has been located to establish that Thatcher Lane is, or was ever, a public way owned in fee by the City of Norwich; and

WHEREAS, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich to reserve all existing drainage easements as referenced and create further drainage easement and access rights that will attach to the property known as Thatcher Lane to accept water flows from 25 Stonyridge Road and permit the City of Norwich to enter onto the property for the purpose of maintenance; and

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 execute and deliver a quit claim satisfactory to him and the Corporation Counsel, but making no warranties as to title and to enter into, execute, deliver or receive other documents necessary to make such conveyance to Ms. Lucille Berry, but reserving to the City of Norwich.

Alderman H. Tucker Braddock

RESOLUTION 9 SUPPORT

RECORD AND RETURN TO:

Brown Jacobson, PC
22 Courthouse Square
Norwich, CT 06360

TO ALL MEN TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT,THE CITY OF NORWICH, a municipal corporation with its principal place of business located at 100 Broadway, Norwich, Connecticut (Releasor), in the amount of **ONE DOLLAR (\$1.00) and other good and valuable consideration**, grant to **LUCILLE BERRY** (Releasee), have remised, released, and forever quit claimed, and do by these Presents, for its successors and /or assigns, justly and absolutely remise, release and forever **QUIT-CLAIM** unto the said **Lucille Berry**, all such right and title as it, the said Releasor, have or ought to have in or to a certain tract or parcel of land, known as **Thatcher Lane, Norwich, CT**, more particularly described in Schedule A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the premises unto her, the said Releasee, her heirs, successors and assigns, to the only use and behoof of the said Releasee, her heirs, successors and assigns forever, so that neither it, the said Releasor shall or will hereafter claim or demand any right or title to the premises or any part thereof and shall by these presents be excluded and forever barred.

SUBJECT TO a right of the City of Norwich, its successors and assigns to discharge surface water from existing wetlands located to the north of Thatcher Lane over, under, and through Thatcher Lane continuing onto the property known as 29 Thatcher Lane.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of February, 2016.

CITY OF NORWICH

By: _____
John L. Salomone, City Manager

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

}
} ss. Norwich
}

February____, 2016

Personally appeared, **John L. Salomone, City Manager of the City of Norwich**, Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed, and the free act and deed of the said City of Norwich, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

PROPERTY DESCRIPTION

Certain tract or parcel of land with all improvements shown as THATCHER LANE (NOT A PUBLIC ROAD) on a plan entitled "COMPILATION PLAN PREPARED FOR LUCILLE F. BERRY 27 & 29 THATCHER LANE NORWICH, CONNECTICUT SCALE: 1" = 50' DATE: APRIL 24, 2015 JOB NO 15-010GERWICK-MEREEN L.L.C." more particularly bounded and described as follows:

Beginning at an iron pipe found at the end of a stone wall in the westerly line of Gifford Street at the corner of Gifford Street and Thatcher Lane, so called;

Thence running in a westerly direction 9.04 feet to a point in the centerline of a stone wall marking the northeasterly corner of land now or formerly of Lucille F. Berry known as 29 Thatcher Lane;

Thence continuing in a westerly direction along the northerly line of 29 Thatcher Lane 104.49 feet in part along a stone wall to a point;

Thence running 142.059 feet along the northerly line of 29 Thatcher Lane to a point;

Thence running 99.31 feet along the northerly line of 29 Thatcher Lane to a point at the beginning of a stone wall;

Thence running along the northerly line of 29 Thatcher Lane and the centerline of a stone wall 49.03 feet to a point;

Thence continuing along the northerly line of 29 Thatcher Lane and the centerline of the stone wall 74.16 feet to a point;

Thence continuing along the northerly line of 29 Thatcher Lane and the centerline of a stone wall 46.58 to a point;

Thence continuing along the northerly line of 29 Thatcher Lane and the centerline of a stone wall 365.87 feet to a point;

Thence continuing along the northerly line of 29 Thatcher Lane and the centerline of a stone wall 71.28 feet to a point;

Thence continuing along the northerly line of 29 Thatcher Lane and the centerline of a stone wall 177.11 feet to a point marking the westerly end of 29 Thatcher Lane and a point in the northerly line of land now or formerly of Xiaobin Wu and Bao Phung ;

Thence running along the northerly line of land of said Wu and Phung and the centerline of a stone wall 13.26 feet to tan angle point in the stone wall;

Thence running along the northerly line of land of said Wu and Phung and the centerline of a stone wall to a drill hole in the centerline of a stone wall near or at the northwesterly corner of land of said Wu and Phung and near or at the northeasterly corner of land now or formerly of David M. Schwartz;

Thence running along the northerly line of land now or formerly of said Schwartz and the centerline of a stone wall 169.67 feet to a point in the center of the stone wall marking the southeasterly corner of land now or formerly of the City of Norwich, said point being located 16.58 feet easterly from a drill hole in the center of said stone wall;

Thence running northerly along the easterly line of land now or formerly of the City of Norwich to a point at the intersection of stone walls marking the southwesterly corner of land now or formerly of Lucille F. Berry, known as 27 Thatcher Lane;

Thence running along the southerly line of 27 Thatcher Lane in part along the centerline of a stone wall 175.84 feet to a drill hole found in a wall corner marking the southeasterly corner of 27 Thatcher Lane and the southwesterly corner of land now or formerly of Charles J. and Loraine C. Lobacz;

Thence running along the southerly line of land now or formerly of said Lobacz and the centerline of a stone wall 142.34 feet to a drill hole in center of said stone wall;

Thence running 501.18 feet along the southerly line of land now or formerly of Stephen T. Davidson and Veronica Perez- Davidson, now or formerly Barbara L. Zuccardy and in part land now or formerly of Judith Legare to an iron pipe in the center of the stone wall;

Thence running along the southerly line of land now or formerly of said Legare and the centerline of a stone wall 64.05 feet to a stone wall;

Thence running 86.73 feet along the stone wall and in part the southerly line of land now or formerly of said Legare and in part of land now or formerly of James E. and Gail J. Sawyer to a point;

Thence running along the southerly line of land now or formerly of said Sawyer and the centerline of a stone wall 101.05 feet to the end of said stone wall near or at the southeasterly corner of said Sawyer land and near or at the southwesterly corner of land now or formerly of Lucille F. Berry, known as 123 Gifford Street;

Thence running along the southerly line of land now or formerly of Lucille F. Berry 284.2 feet more or less to a point in the westerly line of Gifford Street;

Thence running southerly along the westerly line of Gifford Street 29.4 feet more or less to the point and place of beginning.

Property is subject to rights of the City of Norwich to discharge surface water over and upon the premises through easements located between lots 39 and 40 on a plan entitled, "PLAN OF LAND SUBDIVIDED BY CHERRY HILL DEVELOPMENT CORPORATION BY CHANDLER PALMER, ENGINEERS, DATED JUNE 1960." It is also subject to the rights of the Cherry Hill Development Corporation, its successors and assigns to discharge additional surface water from Section IV of Cherry Hill into the existing brook.

The property is further subject to the right of the City of Norwich to enter upon Thatcher Lane and 29 Thatcher Lane to do maintenance work to ensure appropriate drainage from the wetlands areas north of Thatcher Lane at 25 Stonyridge Road, Norwich, CT. which is land subject to current drainage rights in favor of the City of Norwich and the Inlands Wetlands Commission more specifically described in Volume 1726 Page 109 of the Norwich land records.

Said Quitclaim Deed is further subject to the rights of the City of Norwich to discharge surface water over, under, and upon Thatcher Lane and 29 Thatcher Lane from property to the north of Thatcher Lane known as 25 Stonyridge Road which is land subject to current drainage rights in favor of the City of Norwich and the Inlands Wetlands Commission more specifically described in Volume 1726 Page 109 of the Norwich land records.

ORDINANCE

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF NORWICH ACCOMPANYING THE ZONING ORDINANCE OF THE CITY OF NORWICH BY CHANGING A TRACT(S) OR PARCEL(S) OF LAND ON 27 & 51 NORWICH AVENUE FROM GENERAL COMMERCIAL (GC)/MULTI-FAMILY (MF) TO GENERAL COMMERCIAL (GC).

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

That the following map of the City of Norwich accompanying the Zoning Ordinance of the City of Norwich be and the same is hereby amended so that the following tract(s) or parcel(s) of land located on 27 & 51 Norwich Avenue is changed from General Commercial (GC)/Multi-Family (MF) to General Commercial (GC), said parcel(s) of land being more particularly described as follows:

See Schedule A attached.

PURPOSE OF CHANGE: To amend a GC/MF zoning district boundary currently bisecting an existing property and building to provide uniform commercial zoning for the entire site.

Dated at Norwich, Connecticut, this 2nd day of February, 2016.

THE APPLICANT:

Northeast Retail & Leasing
Management Company, L.L.C.



By: Michael Sarasin
Its Member

Submitted by: Alderman William Nash
Alderman Tucker Braddock

SCHEDULE A

27 Norwich Avenue

A tract of land, with the buildings thereon, situated on the easterly side of Norwich Avenue, in said Norwich, known as No. 27 Norwich Avenue, designated as Lots Nos. 7, 8, 9 and 10 and Nos. 17, 18, 19, 20, 21, 22, 23 and 24 on "Plan of Benham Hill Park, Scale 1" = 50', dated April 16, 1916" on file in Norwich Land Records, Plat Book 2, Page 46, described as follows:

Beginning on the easterly line of Norwich Avenue at the northwesterly corner of land of Stanley M. and Stella Walski (Lot No. 6 on said plan), and running thence northerly by the easterly line of Norwich Avenue 100 feet to the southwesterly corner of Lot No. 11 on said plan, land of the grantees; thence by said grantees land, first easterly 100 feet, then northerly 129.2 feet and then easterly 101.3 feet to the northwesterly corner of the northerly end of Kent Street as shown on said plan; thence southerly by the westerly line of Kent Street about 187.3 feet to the northeasterly corner of other land of the grantor (Lot No. 25 on said plan); thence by said other land of the grantor, first westerly 100 feet and then southerly 25 feet to the northeasterly corner of said Walski land; and thence westerly by the northerly line of said Walski land 100 feet to the point of beginning.

Being the same premises conveyed to the grantor and Helen S. Benson by deed recorded in Vol. 256, page 387 of said Records. See Certificate Re Succession Tax recorded in Vol. 350, page 508 of said Records.

Excepting from this description land sold to the State of Connecticut for highway purposes by deed recorded in Vol. 195, page 207 of said Records.

Said premises are subject to an easement to the City of Norwich recorded in Vol. 354, page 132 of said Records and subject to a right of way to the City of Norwich, recorded in Vol. 394, page 134 of said records.

51 Norwich Avenue

FIRST TRACT: Three (3) certain lots, pieces or parcels of land lying, situate and being in the Town of Norwich, County of New London and State of Connecticut and more particularly described as being lots numbered fourteen (14), fifteen (15) and sixteen (16) in the Benham Hill Park Tract; the same in size and location to be in accordance with a map or plan of said tract now on file with the Norwich Land Records, Book of Plans No. 2, page 46, in and for said Town of Norwich except such portion of said lots as was conveyed by Cesidio G. Leone to the State of Connecticut by deed recorded in said Norwich Land Records, Book 195, page 164, and subject to such restrictions that are contained in last mentioned deed, to which reference is hereby made for a more particular description.

Reference a deed of Cesidio G. Leone dated July 14, 1931 and recorded in Norwich Land Records, Volume 196 at page 447.

SECOND TRACT: A certain tract or parcel of land, with all the buildings thereon, situated on the easterly side of Norwich Avenue, in said Town of Norwich, and bounded and described as follows, to wit: Beginning on the easterly side of Norwich Avenue at a merestone at the southwesterly corner of the land now or formerly of one Goyette and running easterly about three hundred forty-eight (348) feet to a merestone abutting southerly on land now or formerly of John Potter; thence northerly four and three-tenths (4.3) feet abutting easterly on land now or formerly of John Potter; thence northwesterly about three hundred fifty-nine and four-tenths (359.4) feet to a point on the easterly side of Norwich Avenue, one hundred feet northerly from the point of beginning abutting northeasterly on the land now or formerly of one Goyette; thence southerly along the easterly line of said Norwich Avenue one hundred (100) feet to the place of beginning. Being the same premises described in a certain deed from Dieu donne Donais to Alexina Donais dated September 14, 1925 and recorded in Norwich Land Records in Volume 179 at page 459; excepting, however, from the above described land, the land heretofore conveyed to the State of Connecticut, as appears on record.

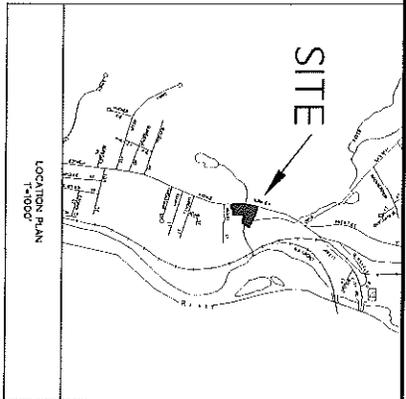
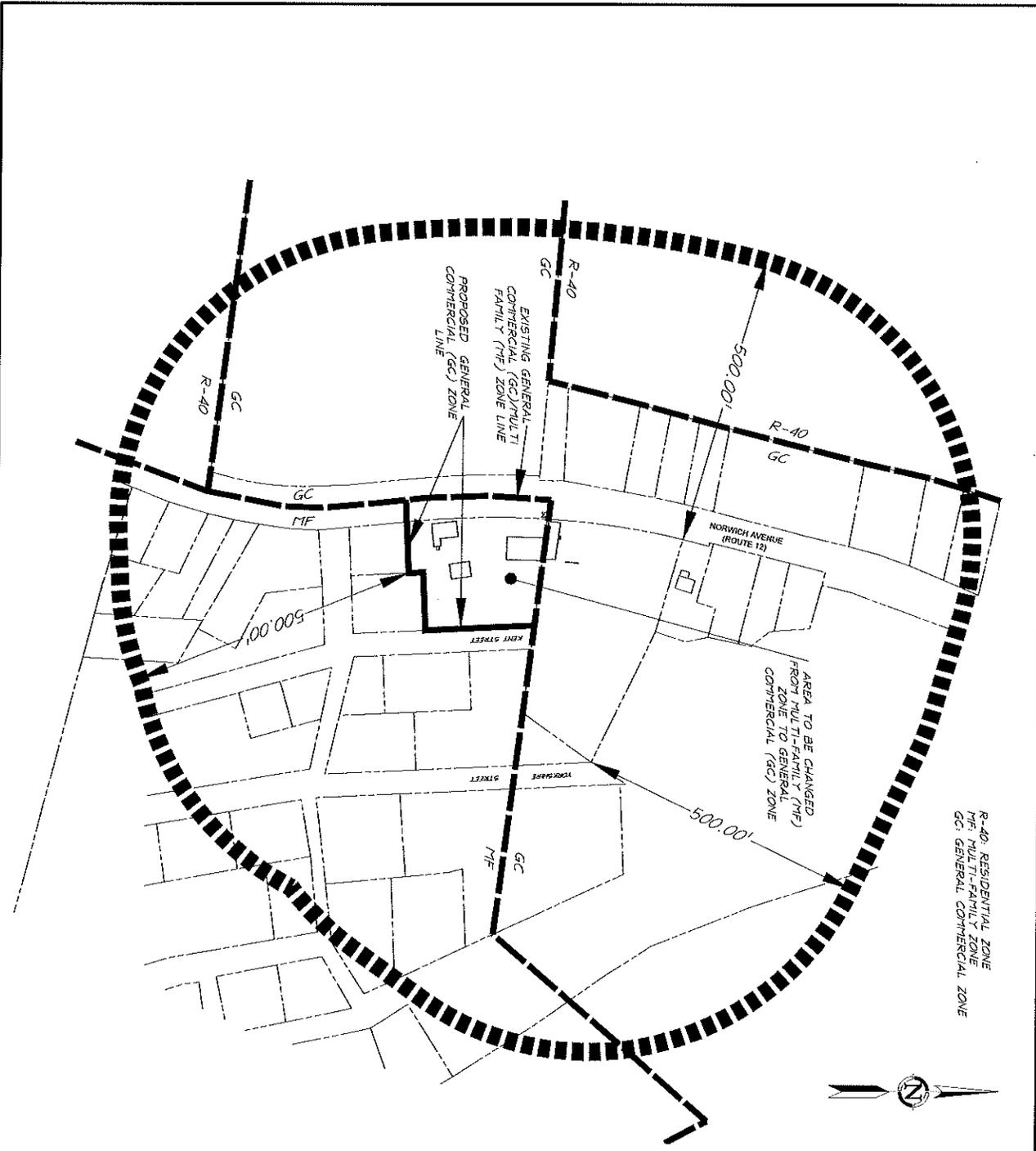
Reference a deed of Alexina Donais dated July 23, 1931 and recorded in Norwich Land Records, Volume 196 at page 458.

THIRD TRACT: A certain parcel of land located on Norwich Avenue, in said Norwich, consisting of an area of about seventy-five feet by one hundred feet and known as numbered 11, 12 and 13 on what is known as Benham Hill Park as shown on a plan of said Park on file in the Norwich Land Records, Book 2 of Plans, page 46, being the same premises described in a certain deed to Frank and Theresa Gaudreau from Edmund Cote dated December 22, 1922 and recorded in the Norwich Land Records, Book 168, page 301, excepting from these conveyed premises so much of said land as the State of Connecticut has taken for highway purposes in the improvement and changes of the Norwich-Putnam State Highway, so called.

Reference a deed of Frank and Theresa Gaudreau dated July 13, 1931 and recorded in Norwich Land Records, Volume 196, page 444.

Subject to such restrictions as appear on record.

Being the same premises conveyed to William H. Sherman by warranty deed of William J. O'Brien dated March 18, 1965, and recorded in Volume 331, page 386 of the Norwich Land Records.



NOTES:

1. THIS ZONING MAP HAS BEEN PREPARED PURSUANT TO THE ZONING ACT OF THE STATE OF CONNECTICUT, AS AMENDED.
2. THIS ZONING MAP IS A SUPPLEMENTARY MAP AND IS SUBJECT TO THE ZONING ACT OF THE STATE OF CONNECTICUT, AS AMENDED.
3. THIS IS A RESOLUTION RESULTING FROM A PUBLIC HEARING.

Signature: R. Bour

NO.	DATE	REVISIONS	BY

COMMERCIAL BUSINESS
 51 NORWICH AVENUE
 NORWICH CONNECTICUT

PREPARED FOR:
 Northeast Retail
 Leasing & Management
 350 Bloomfield Avenue
 Suite 208
 Windsor, CT 06095

Design Professionals
 CIVIL & TRAFFIC ENGINEERS / PLANNERS / ARCHITECTS
 ENVIRONMENTAL ANALYSIS / LANDSCAPE ARCHITECTS



SCALE: 1" = 40'