

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the Council of the City of Norwich at a meeting held on September 19, 2011, and that the same has not been amended or rescinded:

**WHEREAS**, the American Development Corporation has proposed to assign its rights and obligations under the Ground Lease and Development Agreement for the Norwich Marina to JCM Norwich Marina Acquisitions LLC or related entity; and

**WHEREAS**, Joseph Ruffo, the Comptroller of the City of Norwich has conducted a review of the financial standing of the assignee of the Development Agreement and Lease for the Marina and reported to the council that the assignee “is likely to be of sound financial standing sufficient to provide reasonable assurance of being financially able to perform its obligation” thereunder; and

**WHEREAS**, a closing of the property is expected to take place on or before September 30, 2011; and

**NOW THEREFORE, BE IT RESOLVED**, by the Council of the City of Norwich that City Manager, Alan H. Bergren, be and hereby is authorized and directed to execute and deliver on behalf of the city, such consents, certificates and other documentation as he may deem prudent and necessary to document the status of the Marina Ground Lease and the Marina Development Agreement and to consent to their assignment by the American Wharf Development Corporation to JCM Norwich Marina Acquisitions LLC or a related entity.

Dated at Norwich, Connecticut this 20th day of September 2011.

ATTEST:   
Roseanne Muscarella  
Assistant 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the Council of the City of Norwich at a meeting held on September 19, 2011, and that the same has not been amended or rescinded:

**WHEREAS**, the Council of the City of Norwich, by resolution adopted March 21, 2011 went on record as supporting a purchasing policy giving preference to suitable alternative fuel vehicles when available when purchasing or leasing light and heavy duty on-road vehicles; and

**WHEREAS**, by resolution adopted July 18, 2011 the Council of the City of Norwich authorized and directed City Manager Alan H. Bergren to enter into and deliver an agreement with the Connecticut Department of Transportation to accept an award amount reimbursement from the Connecticut Department of Transportation of \$13,140 for a Chevrolet Tahoe Hybrid Electric Vehicle to be used by the Norwich Fire Department; and

**WHEREAS**, the State of Connecticut through the Department of Transportation has proposed an Agreement between it and the City of Norwich providing a cash grant towards the purchase of alternative/clean fuel vehicles and/or diesel retrofit technologies, said cash grant to be used exclusively by the City of Norwich for the reimbursement of incremental costs of the following alternative/clean fuel vehicles and/or Full Material Cost of the diesel retrofit technologies as follows: *One (1) Chevrolet, Tahoe Hybrid Electric Vehicle @ Thirteen Thousand One Hundred Forty Dollars (\$13,140) per vehicle, One (1) Ford/Star Trans, E-450 Senator, Compressed Natural Gas Body on Chassis Bus @ Twenty five Thousand Eight Hundred Dollars (\$25,800) per vehicle and One (1) Freightliner M2-112V Compressed Natural Gas Truck @ Thirty five Thousand Two Hundred Dollars (\$35,200) per vehicle*, and

WHEREAS, the Council finds it in the best interest of City of Norwich to enter into said Agreement with the State of Connecticut under FHWA Project No. CM-000R(652) and State Project No. 170-3019.

**NOW THEREFORE, BE IT RESOLVED**, by the Council of the City of Norwich that City Manager Alan H. Bergren be and hereby is authorized and directed to enter into an Agreement with the State of Connecticut through its Department of Transportation accepting the award amounts for the reimbursement described herein and to arrange for, execute and/or deliver such other documents as are necessary to accept the award including but not limited to proof of insurance forms, a non-discrimination certificate, and authorizing resolution and an incumbency certificate. A copy of the Agreement is attached hereto as Exhibit A.

Dated at Norwich, Connecticut this 20th day of September 2011.

ATTEST:



Roseanne Muscarella  
Assistant City Clerk

Agreement No.

CORE I.D. NO.

**AGREEMENT  
BETWEEN THE STATE OF CONNECTICUT  
AND  
CITY OF NORWICH  
FOR A CASH GRANT TOWARD THE  
PURCHASE OF ALTERNATIVE/CLEAN FUEL VEHICLE(S)  
AND/OR DIESEL RETROFIT TECHNOLOGIES  
FHWA PROJECT NO. CM-000R(652)  
STATE PROJECT NO. 170-3019**

***THIS AGREEMENT***, concluded at Newington, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Connecticut, Department of Transportation, acting herein by James P. Redeker, Commissioner, duly authorized, hereinafter referred to as the "STATE", and the City of Norwich a public body federally approved pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), having its principal place of business at 100 Broadway, Norwich, Connecticut 06360, acting herein by Alan H. Bergren, City Manager, hereunto duly authorized, hereinafter referred to as the "SECOND PARTY", collectively referred to as the "PARTIES".

***WITNESSETH, THAT:***

***WHEREAS***, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), provides for federal capital improvement grants to public bodies or eligible private nonprofit and for profit corporations for the specific purpose of assisting them in purchasing alternative/clean fuel vehicle(s) and/or diesel retrofit technologies (DRT); and

***WHEREAS***, the Federal Highway Administration (FHWA) has designated the STATE as a grant recipient for capital grants under SAFETEA-LU; and

***WHEREAS***, the Governor of the State of Connecticut, in accordance with a request by the FHWA, has designated the Commissioner of the Department of Transportation to evaluate and select projects proposed by public bodies for capital funds to purchase alternative/clean fuel vehicle(s) and/or diesel retrofit technologies (DRT) emission control device(s), hereafter referred to as DRT device(s); and

***WHEREAS***, the STATE and the SECOND PARTY desire to secure and utilize grant funds for the purchase of alternative/clean fuel vehicle(s) and/or DRT device(s) as a means of improving the air quality within the State of Connecticut (hereinafter referred to as the "Project"); and

***WHEREAS***, the STATE, pursuant to Subsection (a) of Section 13b-34 of the Connecticut General Statutes, as revised, is authorized to enter into an Agreement with the SECOND PARTY providing for the distribution of Federal funds and STATE funds (if available) to enable the SECOND PARTY to purchase equipment solely for the hereinabove stated purpose, and in connection therewith, the Commissioner of Transportation, has made an Express Finding as is

required by Section 13b-35 of the General Statutes of Connecticut, as revised; and

**WHEREAS**, the purpose of this Agreement is to provide funds for the Incremental Cost of alternative/clean fuel vehicle(s) and/or DRT device(s) purchases, as described in the Program Summary of the Connecticut Clean Fuel Program (hereinafter referred to as the "Program Summary"), incorporated herein by reference and attached herewith as Exhibit A, and as described in the Funding Request submitted by the SECOND PARTY which is incorporated herein by reference (hereinafter referred to as the "Funding Request"). This Agreement states the terms, conditions and mutual understandings of the PARTIES as to the manner in which the Project will be undertaken and continued.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth, the STATE and the SECOND PARTY agree as follows:

**Section 1: Definitions**

The following definitions shall apply to this Agreement:

"Claims" all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

"SECOND PARTY Parties" a SECOND PARTY 's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the SECOND PARTY is in privity of oral or written contract and the SECOND PARTY intends for such other person or entity to perform under the Agreement in any capacity.

"Project" to provide funding to public bodies utilizing FHWA grant funds to purchase alternative/clean fuel vehicles and/or DRT devices to improve air quality.

"Records" all working papers and such other information and materials as may have been accumulated by the SECOND PARTY in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

"State" State of Connecticut, including the Department of Transportation ("Department") and any office, department, board, council, commission, institution or other agency or entity of the State.

"Incremental Cost" the purchase cost of the alternative/clean fuel vehicle, minus the cost of a conventionally powered vehicle of comparable make and model.

"Full Material Cost" the full purchase price of DRT device(s), excluding installation and maintenance costs.

**Section 2: Second Party**

**2.01 Scope of Project**

The SECOND PARTY hereby agrees to accept a Cash Grant to be used exclusively for the reimbursement of the Incremental Cost of the following alternative/clean fuel vehicle(s) and/or Full Material Cost of the DRT device(s) at the indicated amounts. Incremental Cost per alternative/clean

fuel vehicle and/or Full Material Cost of the DRT device shall be annotated including: *One (1) Chevrolet, Tahoe Hybrid Electric Vehicle @ Thirteen Thousand One Hundred Forty Dollars (\$13,140) per vehicle, One (1) Ford/StarTrans, E-450 Senator, Compressed Natural Gas Body on Chassis Bus @ Twenty five Thousand Eight Hundred Dollars (\$25,800) per vehicle and One (1) Freightliner M2-112V Compressed Natural Gas Truck @ Thirty five Thousand Two Hundred Dollars (\$35,200) per vehicle*, hereinafter referred to as the "Project Equipment". If the manufacturer's/vendor's invoice indicates a lesser Incremental Cost per vehicle, the SECOND PARTY will be reimbursed that lesser amount. In consideration thereof, the SECOND PARTY agrees to undertake and implement the Project in the manner described in the Program Summary.

## 2.02 Purchase of Project Equipment

The purchase of all Project Equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the SECOND PARTY, and shall be purchased in accordance with applicable STATE law and the standards set forth in Office of Management and Budget (OMB) Circular A-102, incorporated herein by reference. Proof of purchase shall consist of a dated manufacturer's or vendor's invoice naming the SECOND PARTY as recipient of the Project Equipment, fully identifying the Project Equipment, marked as "Paid in Full" and signed by an official representative of the manufacturer or dealer. The invoice will also contain the vehicle supplier's statement which attests to the Incremental Cost of the alternative/clean fuel options of each vehicle or the Full Material Cost of the DRT device.

The STATE shall not incur any liability prior to the execution of this Agreement. The SECOND PARTY may order and purchase the Project Equipment in advance of receipt of a fully executed Agreement in order to expedite the delivery of the Project Equipment. This action, however, shall be taken entirely at the risk of the SECOND PARTY. The failure of the SECOND PARTY to comply with the conditions set forth herein relieves the STATE from any and all liability under this Agreement.

## 2.03 Ownership, Title, and Registration of Project Equipment

The SECOND PARTY shall assume ownership of the Project Equipment and such Project Equipment shall be in the name of the SECOND PARTY subject to the restrictions on use and disposition as set forth herein. For the duration of this Agreement, the SECOND PARTY shall not transfer ownership of the Project Equipment to any third party without prior written approval of the STATE. Project Equipment shall be registered in accordance with all applicable rules and regulations of the Connecticut Department of Motor Vehicles.

## 2.04 Use of Project Equipment

The SECOND PARTY agrees that the Project Equipment shall be used in the manner described in the Funding Request for a period of time covering 24 months of the Project Equipment's operation, commencing on the date that the Project Equipment is purchased and/or placed into active service, or up to 100,000 miles of each vehicle's operation. If during such period, the Project Equipment is not used in this manner or the SECOND PARTY becomes insolvent, the SECOND PARTY shall immediately notify the STATE.

In further consideration of the use of said Project Equipment, the SECOND PARTY shall:

- (a) Guarantee that, at no cost or expense to the STATE, said Project Equipment shall be properly operated in safe condition and regularly maintained throughout the term of

this Agreement in accordance with the maintenance and inspection schedule supplied by the manufacturer of the Project Equipment.

- (b) Secure and maintain motor vehicle liability insurance coverage for personal injury and property damage of not less than One Million Dollars (\$1,000,000) per accident or occurrence so as to protect the STATE in awarding the Grant and the SECOND PARTY as the purchaser, owner and operator from all losses relative to the Project Equipment. Such insurance shall be provided at no cost to the STATE. The STATE shall be named as an additional insured party at no direct cost to the STATE.

In conjunction with the above, the SECOND PARTY agrees to furnish to the STATE a Certificate of Insurance on a form acceptable to the STATE, fully executed by an insurance company or companies satisfactory to the STATE, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The SECOND PARTY shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the STATE. In providing said policies, the SECOND PARTY may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

#### 2.05 Inspection

The SECOND PARTY shall permit the STATE, or its authorized representatives, to inspect all Project Equipment, all transportation services rendered by the SECOND PARTY utilizing such Project Equipment, and all relevant Project data and records. The SECOND PARTY shall also permit the above-named persons to review the books, records and accounts of the SECOND PARTY pertaining to the Project.

#### 2.06 Records and Reports

The SECOND PARTY shall advise the STATE regarding the progress of the Project at such time and in such manner as the STATE requires, including, but not limited to, meetings and interim reports.

The SECOND PARTY shall collect and submit to the STATE at such time as the STATE may require, such financial statements, operations data, records, contracts, and other documents related to the Project as may be deemed necessary by the STATE. This shall include, but not be limited to:

- (a) Reporting all minor motor vehicle accidents involving Project Equipment to the STATE within ten (10) days of the occurrence. Any incident which results in an injury to a driver or passenger, or which results in property damage of over Two Thousand Five Hundred Dollars (\$2,500), shall be reported to the STATE within twenty-four (24) hours.
- (b) Certifying annually, in writing, that said Project Equipment is still being used in accordance with the terms and conditions set forth in this Agreement.

2.07 Indemnification and Claims Against the STATE

- (a) Indemnify, defend and hold harmless the STATE and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the SECOND PARTY or SECOND PARTY Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The SECOND PARTY shall use counsel reasonably acceptable to the STATE in carrying out its obligations under this section. The SECOND PARTY's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the SECOND PARTY's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The SECOND PARTY shall not be responsible for indemnifying or holding the STATE harmless from any liability arising due to the negligence of the STATE or any other person or entity acting under the direct control or supervision of the STATE.
- (c) The SECOND PARTY shall reimburse the STATE for any and all damages to the real or personal property of the STATE caused by the Acts of the SECOND PARTY or any SECOND PARTY Parties. The STATE shall give the SECOND PARTY reasonable notice of any such Claims.
- (d) The SECOND PARTY's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the SECOND PARTY is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the STATE is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The SECOND PARTY shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The SECOND PARTY shall name the STATE as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the STATE is contributorily negligent.
- (f) The rights provided in this section for the benefit of the STATE shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

## 2.08 Sovereign and Governmental Immunity

The SECOND PARTY shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the STATE and the SECOND PARTY, unless requested to do so by the STATE. If this Agreement is between the STATE and a municipality, the municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the STATE and the municipality, the municipality shall not use the defense of Governmental Immunity.

## 2.09 Prohibited Interest

No member, officer, or employee of the SECOND PARTY during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The SECOND PARTY warrants that it has not employed or retained any company or person other than bona fide employees working solely for the SECOND PARTY to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the SECOND PARTY any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation, the STATE shall have the right to cancel this Agreement without liability or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

## 2.10 Assignment of Work Under This Agreement

Unless otherwise authorized in writing by the STATE, the SECOND PARTY shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.

## 2.11 Compliance with STATE and Federal Administrative Requirements

The SECOND PARTY shall comply with all STATE and Federal Administrative Requirements incorporated herein by reference and attached herewith as "Exhibit B", as may be amended from time to time, and all Schedules, as may be amended from time to time, attached herewith, which are also hereby made a part of this Agreement.

## 2.12 Special Provisions Disadvantaged Business Enterprises

The SECOND PARTY hereby acknowledges and agrees to comply with "Agreements With Goals - Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects" dated October 16, 2000, as may be revised from time to time, as set forth in Exhibit B, Schedule 1 (attached herewith and incorporated by reference).

### **Section 3: State**

#### **3.01 Term of Agreement**

The STATE will maintain a fiduciary interest in the vehicles for a period covering 24 months of their operation, commencing on the date that each vehicle is: (a) purchased and/or placed into active service, or (b) equipped with DRT device(s); or up to 100,000 miles of each vehicle's operation whichever occurs first. During this period, the SECOND PARTY will provide the STATE or its agents with an annual certification stating whether the vehicles are still in operation and citing the most recent odometer readings for the vehicles. The SECOND PARTY will also participate in interviews with the STATE and its agents so that the STATE can obtain information on the performance of the vehicles.

The STATE reserves the right to continue this Agreement in full force and effect for a maximum period of one (1) year beyond the expiration date of December 31, 2012. More than one (1) time extension may be exercised as long as the maximum period of one year is not exceeded. If the Agreement is to be continued, beyond the one (1) year period, the STATE and the SECOND PARTY shall execute a Supplemental Agreement, noting the limits of the extension.

#### **3.02 Payment to the Second Party**

Upon full and proper execution of this Agreement and upon receipt by the STATE of a manufacturer's or vendor's sales agreement for the Project Equipment stating the Incremental Cost of the vehicle(s) and/or the Full Material Cost of the DRT device(s), along with proof of insurance in accordance with Subsection 2.04, Paragraph (b), the STATE shall make available to the SECOND PARTY a Cash Grant not to exceed **Seventy four Thousand One Hundred Forty Dollars (\$74,140)**, hereinafter referred to as the "Grant". The Grant will be the maximum contribution by the STATE. Additional costs for the Project Equipment will be borne solely by the SECOND PARTY. Should the requested vehicle(s) and/or the DRT device(s) as indicated in Subsection 2.01 of the Agreement become unavailable; the STATE will not allow the SECOND PARTY to substitute Project Equipment. All awarded funds must be claimed and expended by **December 31, 2012**.

The SECOND PARTY agrees that the receipt of funds under this Agreement is subject to all controls and conditions imposed by this Agreement and the relevant Federal and/or STATE regulations.

The SECOND PARTY agrees that the terms of this Agreement do not constitute a loan but rather a grant for the specific purposes contained herein.

The SECOND PARTY agrees it is not authorized to allow funds appropriated under this Agreement to be used to pay its creditors unless the creditor incurred an expense specifically authorized by this Grant and relevant Federal and/or STATE regulations.

The STATE will reimburse the SECOND PARTY for the Incremental Cost of each specific vehicle and/or Full Material Cost of each specific DRT device indicated in Subsection 2.01 of this Agreement. The amount reimbursed will be the lesser of the amounts indicated on the manufacturer's or vendor's sales agreement or the amount specified in Subsection 2.01 of this Agreement. In cases where the invoice amount exceeds the amount stated in the Agreement, the STATE will reimburse the SECOND PARTY for the approved amount stated in the Agreement.

Failure to meet any conditions imposed by this Agreement or the STATE's approval of the Funding Request will result in a return to the STATE of the Grant by the SECOND PARTY.

### 3.03 Termination

The STATE reserves the right to terminate this Agreement:

- (a) without cause with sixty (60) days prior written notice to the SECOND PARTY; or
- (b) with cause, forthwith, upon delivery to the SECOND PARTY of written notice of termination, citing any one or more of the following reasons:
  - (1) the SECOND PARTY discontinues the operation of the said Project Equipment;
  - (2) the SECOND PARTY takes any action and/or fails to take required action pursuant to the terms of this Agreement without the required approval(s) of the STATE; or
  - (3) the SECOND PARTY being declared by competent authority to be incapable of operation under this Agreement.

Upon termination of this Agreement as provided in paragraphs (a) and (b) above, the STATE shall assess, at its discretion, a proportionate share of the Grant to the SECOND PARTY, unless as of the date of notice to the SECOND PARTY, it has not yet purchased the Program Equipment. If, however, it is clear to the STATE that the SECOND PARTY has not made a demonstrated effort to operate the Program Equipment as described in the Application and required under this Agreement, at the STATE's discretion, it may require the SECOND PARTY to return the full amount of the Grant within ten (10) business days from receipt of notice from the STATE.

### 3.04 Liquidation of Indebtedness

The STATE may refuse at any time to make payments under this Agreement if (a) the SECOND PARTY has failed to comply with the terms of the Agreement or any applicable State law or regulation, or (b) the SECOND PARTY is indebted to the State of Connecticut and the collection of the indebtedness will not impair accomplishment of the objectives of this Agreement. Under such conditions, the STATE will inform the SECOND PARTY, in writing, that payment will not be made after a specified date until the noncompliance described in such notice is corrected or the indebtedness is liquidated.

**Section 4: State and Second Party**

**4.01 Jurisdiction and Forum**

The PARTIES deem the Agreement 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. The SECOND PARTY waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The PARTIES acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the STATE of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the STATE or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this subsection conflicts with any other subsection, this subsection shall govern.

**4.02 Litigation**

The SECOND PARTY agrees that the sole and exclusive means for the presentation of any claim against the STATE arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the STATE) and the SECOND PARTY further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**4.03 Official Notice**

Any "Official Notice" from one such party to the other such party (or parties), in order for such Notice to be binding thereon, shall:

- (a) Be in writing (hardcopy) addressed to:
  - (i) When the STATE is to receive such Notice -

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546;

- (ii) When the SECOND PARTY is to receive such Notice -

Mr. Alan H. Bergren  
City Manager  
City of Norwich  
100 Broadway  
Norwich, Connecticut 06360

- (b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such Notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s), including any electronically produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the PARTIES hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such Notice(s) is (are) to be addressed; alternate means of conveying such Notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such Notice(s) is (are) to be made, provided such subsequent Agreement(s) is (are) concluded pursuant to the adherence to this specification.

#### 4.04 CORE Agreement/Contract Purchase Order

The Agreement itself is not an authorization for the SECOND PARTY to provide goods or begin performance in any way. The SECOND PARTY may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A SECOND PARTY providing goods or commencing performance without a duly issued purchase order in accordance with this subsection does so at the SECOND PARTY'S own risk.

The STATE shall issue a purchase order against the Agreement directly to the SECOND PARTY and to no other party.

#### 4.05 Entire Agreement

The terms and provisions herein contained constitute the entire Agreement between the PARTIES and shall supersede all previous communications, representations, or agreements, either oral or written, between the PARTIES hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both PARTIES hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the STATE under the laws of the State of Connecticut. Nothing contained in this Agreement shall be construed as an agreement by the STATE to directly obligate the STATE to creditors or employees of the SECOND PARTY.

Agreement No.

The PARTIES have executed this Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

WITNESSES:

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Name:

By: \_\_\_\_\_ (Seal)  
James P. Redeker  
Commissioner

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

WITNESSES:

CITY OF NORWICH

Jill Brennan  
Name: Jill Brennan

By: Alan H. Bergren (Seal)  
Alan H. Bergren  
City Manager

Teena Mattos  
Name: Teena Mattos

Date: 9/9/11

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_

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 March 21, 2011, and that the same has not been amended or rescinded:

**WHEREAS**, the City of Norwich is developing an energy plan which, among other things, will seek to implement programs and processes to utilize sustainable energy sources and alternative fuels; and

**WHEREAS**, the City of Norwich, as a part of this plan, has developed a purchasing policy with regard to alternative fuel vehicles, which provides that certain departments of the City, when considering purchase or lease of light and heavy duty on road vehicles, shall determine if a suitable alternative fuel vehicle is available; and further provides that the purchasing department shall review exemption requests to the policy and assist offices, agencies and departments with vehicle purchases and leases. A copy of this purchasing policy is attached to this resolution as Exhibit A.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that it go on record as supporting this purchasing policy implemented by the City and encourages the use by the City of alternative fuel vehicles when available and appropriate to the anticipated uses of the vehicle.

Dated at Norwich, Connecticut this 22nd day of March 2011.

ATTEST:   
Sandra Greenhalgh  
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 July 18, 2011, and that the same has not been amended or rescinded:

WHEREAS, the Connecticut Department of Transportation has approved the request of City of Norwich to receive funding for an alternative fuel vehicle under the 2011 Connecticut Clean Fuel program; and

WHEREAS, the City of Norwich will accept the award amount reimbursement at a maximum incremental cost of \$13,140 for a Chevrolet Tahoe Hybrid Electric Vehicle to be used by the Norwich Fire Department; and

WHEREAS, the total cost to place the Chevrolet Tahoe Hybrid Electric Vehicle into service is expected to be \$62,000 with a net cost to the City of Norwich of \$48,860.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that up to \$48,860 be and hereby is appropriated from the 2011-12 Capital Contingency account to pay for the difference between the total cost to place this vehicle into service and the award amount reimbursement.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City Manager Alan H. Bergren be and hereby is authorized and directed to enter into and deliver an agreement with the Connecticut Department of Transportation accepting the award amount reimbursement described herein and to arrange for, execute and/or deliver such other documents as are necessary to accept the award including but not limited to proof of insurance forms, a non-discrimination certificate, an authorizing resolution and an incumbency certificate.

Dated at Norwich, Connecticut this 19th day of July 2011.

ATTEST:



Roseanne Muscarella  
Assistant 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 September 19, 2011, and that the same has not been amended or rescinded:

**WHEREAS**, the Council of the City of Norwich, at a Special Meeting the Council held on July 28, 2011, adopted a resolution to appoint a committee of two members of the Council to conduct a review of the performance and conduct of the city clerk and to report back to the Council by the first meeting of the Council to be held in September of 2011; and

**WHEREAS**, said committee has completed its review and filed a written report of its findings with the Council on September 6, 2011; and

**WHEREAS**, having considered said report the Council finds it has cause to believe the city clerk has improperly performed the duties of her office and that proper cause exists for her removal from said office.

**NOW THEREFORE, BE IT RESOLVED**, by the Council of the City of Norwich that Corporation Counsel Michael E. Driscoll be and hereby is directed on its behalf to serve a written notice of the intention of the City Council to remove town and city clerk, Sandra Greenhalgh, said notice containing a clear statement of the grounds of such removal, such grounds being set forth in Exhibit A attached hereto. Said notice shall be served pursuant to the time requirements of Section 14 of Chapter V of the Charter of the City of Norwich and advise that a hearing to consider the Council's intentions will be conducted on October 11, 2011 @ 7:00 p.m. in council chambers; that the city clerk will be given an opportunity to be heard thereon, that the hearing will be in executive session but shall be public at the option of the town and city clerk; and that she may be represented by counsel at the hearing.

**AND THEREFORE BE IT FURTHER RESOLVED** by the Council of the City of Norwich that Attorney David Ryan be retained as special counsel by the City of Norwich to act for it at said hearing, to elicit testimony and to present evidence and information relative to the grounds of removal for the town and city clerk to the Council.

Dated at Norwich, Connecticut this 20th day of September 2011.

ATTEST:   
Roseanne Muscarella  
Assistant City Clerk

## **EXHIBIT A**

### **Grounds for Removal**

The grounds for removal are as follows:

The grounds for removal are that on six (6) occasions over the last two (2) years you filed documents on the land records for personal business and failed to pay the filing fee at or near the time the documents were filed on the land records. On two (2) occasions during the same time period you filed documents on the land records for the benefit of both yourself and your daughter and failed to collect or pay the requisite filing fee. On one (1) occasion during the same time period you filed documents on the land records for the benefit of your daughter and failed to collect or pay the requisite filing fee.

The applicable filings are listed below:

1. Subordination Agreement from Coreplus Federal Credit Union recorded on 5/26/2011 Recorded in Book 2677 Page 242-243 of the Norwich land records with receipt attached showing no recording fee was paid;
2. Release of Mortgage from Coreplus Federal Credit Union in favor of Sandy Greenhalgh recorded on 12/18/2009 in Book Page 191 of the Norwich land records with receipt attached showing no recording fee was paid;
3. Release of mortgage from Coreplus Federal Credit Union in favor of Sandra Greenhalgh recorded on 5/15/ 2009 at Book 2546 Page 320 of the Norwich land records with receipt attached showing no recording fee was paid;
4. Release of Mortgage from Sandra Greenhalgh in favor of Ivy Jordan recording on 10/12/2010 at Book 2641 Page 86 of the Norwich land records with receipt attached showing no recording fee was paid;
5. UCC financing Statement from Lighthouse Logging & Firewood LLC or Ivy Jordan in favor of Sandra Greenhalgh recorded on October 7, 2010 at Book 2640 Page 177 of the Norwich land records with receipt attached showing no recording fee was paid;
6. Certificate of Change of Name for Ivy Jordan recorded on 2/23/2010 at Book 2601 Page 141 of the Norwich land records with receipt showing no recording fee was paid;
7. Mortgage Deed from Ivy Jordan to Sandra Greenhalgh recorded on September 7, 2010 at Book 2635 Page 294 of the Norwich land records with receipt showing no recording fee was paid;
8. Release of Mortgage from the Norwich Federal Credit Union in favor of Sandra Greenhalgh recorded at 03:43:39 pm at Book 2676, Page 277 of the Norwich land records with receipt showing no recording fee was paid on date of filing; and
9. Release of Mortgage from Coreplus Federal Credit Union in favor of Sandy Greenhalgh recorded on May 17, 2011 at 02:54:28 p.m. at Book 2676, Page 272 of the Norwich land records with receipt showing no recording fee was paid at time of filing.