

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by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**RESOLVED**, that the proposed preliminary budget for Fiscal Year 2013-14, as amended by the changes listed on Schedule A, be tentatively adopted, with a public hearing scheduled for Monday, May 13, 2013 at 7:30 PM in the Council Chambers of City Hall.

Mayor Peter Albert Nystrom

SCHEDULE A						
<i>General Fund</i>						
Page #	Department	Line #	Description	Change in Expenditures	Change in Mill Rate	% Change in Mill Rate
124-125	Laurel Hill VFD	88424	Reduce Capital Budget for two LHVFD AED's	(5,600)		
124-125	Laurel Hill VFD	88224	Add funding in Capital Budget for painting of LHVFD station	5,600		
124-125	Recreation	88432	Reduce Capital Budget for Recreation scoreboard	(4,700)		
124-125	Recreation	88232	Add funding in Capital Budget for Recreation shed	4,700		
121	Non-Departmental	80093	Increase Probate Court budget	1,413		
124-125	Yantic	88427	Hydraulic hose	22,200		
124-125	Yantic	88427	Air Bag system	28,358		
				51,971	0.03	0.11%

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST:

*Betsy M. Barrett*

Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**WHEREAS**, on January 22, 2013, the Council of the City of Norwich approved an expenditure of \$25,000 from account 10213-88110 to pay for the demolition of the structure on the city-owned property located at 631 West Main Street; and

**WHEREAS**, the project was completed at a cost of \$9,500 which was under an estimated cost allocation of \$25,000, leaving \$15,500 of funds available for reallocation; and

**WHEREAS**, on April 1, 2013, the Council of the City of Norwich approved an expenditure of \$3,275 from the available funds in account 10213-88110 to secure the facilities at the Capehart Mill; and

**WHEREAS**, the City has received an estimate of \$1,770 to perform a pre-renovation / demolition survey on the structure located at 53 Washington which the City acquired through a tax foreclosure.

**NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF NORWICH**, that the sum of \$1,770 be and hereby is appropriated from the Capital Improvement Account 10213-88110 for the purpose of performing a pre-renovation / demolition survey on the structure located at 53 Washington Street.

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST:



Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**WHEREAS**, the City Manager Alan H. Bergren has recommended for re-appointment to the Youth Services Advisory Board for a term to expire on 2/1/16 or until a successor is appointed, the following;

Duncan Profitt

**WHEREAS**, the City Manager Alan H. Bergren has recommended Erin Wood for appointment to the Youth Services Advisory Board to replace Janet Paton whose term expired on 2/1/13 to be appointed for a term to expire on 2/1/16 or until a successor is appointed.

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Norwich hereby approves the appointments of the above named to the Youth Services Advisory Board.

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST:   
Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**WHEREAS**, the City Manager Alan H. Bergren has recommended the following re-appointments to the Redevelopment Agency;

Re-appointed as **regular members** of the Redevelopment Agency for a term to expire on 02/28/18 or until a successor is appointed:

Bret Grant (D)  
Leland Loose (R)  
Sofee Noblick (R)

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Norwich hereby approves the re-appointments of the above named to the Redevelopment Agency.

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST:   
Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**RESOLUTION REALLOCATING AMOUNTS  
AMONG DOWNTOWN REVITALIZATION  
PROGRAM PURPOSES**

Section 1. The City Council hereby finds and determines, based upon the utilization of Program assets, that the purposes of the Downtown Revitalization Program, including to advance economic development, the remediation of blight, the retention and development of commercial and business activity, providing employment opportunities, the improvement of living conditions, all within the Downtown Revitalization Area, will best be served upon reallocation of Program assets as follows:

<i>Program</i>	<i>Original Amount</i>	<i>Reallocation</i>	<i>Amended Amount</i>
Code Correction Assistance Program	1,840,000	0	1,840,000
Commercial Rental Subsidy Program	500,000	+500,000	1,000,000
Targeted Properties Revolving Loan Fund	1,040,000	-500,000	540,000
<b>Total</b>	<b>3,380,000</b>		<b>3,380,000</b>

Section 2. It is hereby found and determined that as a result of the foregoing reallocation, and all prior reallocations, the amount remaining for each individual Revitalization Program purpose is not less than 30% of the Original Amount as adopted by referendum held on November 2, 2010, at which the \$3,380,000 City of Norwich Downtown Revitalization Initiative Bond Ordinance was approved.

Section 3. **Now Therefore, Be It Hereby Resolved** that the allocation for each individual Revitalization Program shall be as set forth in the column entitled "Amended Amount" in Section 1 of this Resolution.

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST:   
Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**WHEREAS**, the Council of the City of Norwich, by resolution adopted January 7, 2013, established an advisory Downtown Coordinating Committee whose members are to serve until January 1, 2014 or until successors are appointed, to monitor the implementation of the Vibrant Communities report and to report annually to the Council regarding the implementation activities recommended in the report; and

**WHEREAS**, the Council of the City of Norwich appointed eight members to the Downtown Coordinating Committee with four city employees to serve as Ex-officio members; and

**WHEREAS**, the Council of the City of Norwich finds the addition of an additional member to the Downtown Coordinating Committee will be of assistance to it.

**NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF NORWICH**, that Jackie Quercia be and hereby is appointed as a member of the Downtown Coordinating Committee, to serve until January 1, 2014 or until her successor is appointed.

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST:   
Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**WHEREAS**, the City of Norwich has acquired property at 165 Talman Street and at 370 Asylum Street through tax foreclosures; and

**WHEREAS**, the tax collector may sell such property at public auction upon direction of the City Council by resolution

**NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF NORWICH**, that the tax collector of the City of Norwich be and hereby is authorized and directed to sell at public auction, subject to the requirements established for such sales, the property at 165 Talman Street identified as Map 102, Block 7, Lot 50 and the property at 370 Asylum Street identified as Map 91, Block 2, Lot 36, the public auction to take place at a time and place to be set by the tax collector.

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST:   
Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**WHEREAS**, Ryan J. Dehler; Brian T. Ducharme and Kyle G. Campbell have 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 13, Block 1, Lot 13 (24-26 Railroad Avenue) more particularly described in Schedule A attached hereto; and

**WHEREAS**, Ryan J. Dehler; Brian T. Ducharme and Kyle G. Campbell have 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 24-26 Railroad Avenue; and

**WHEREAS**, the taxes due as of March 31, 2013 are \$4,125.97 and said property is assessed at a value of \$67,000.00.

**NOW THEREFORE BE IT RESOLVED**, that the City of Norwich hereby accepts the tender of the deed in lieu of foreclosure by Ryan J. Dehler; Brian T. Ducharme and Kyle G. Campbell, conveying to the City of Norwich title to 24-26 Railroad Avenue in full and final satisfaction of said taxes assessed with respect to said property; and

**BE IT FURTHER RESOLVED**, that City Manager Alan H. Bergren 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..

**SECOND TRACT:** A tract of land situated on the easterly side of Railroad Avenue, in the Village of Occum in said Norwich, designated as Lot No. 23 on "Plan of land of the Occum Company and Totoket Manufacturing Company made by Chandler and Palmer in 1905 and Revised in 1932 and marked 'Plat A' on file in Norwich Land Records, Plan *Book* 3, pages 74 and 75, and known as No. 21-24 Railroad Avenue, Described as follows: Beginning at a point on the easterly line of Railroad Avenue at the southwesterly corner of land of Roland E. and Anita Harrelle (Lot No. 22 on said plan), and running;

Thence easterly along said Harrelle land 124.6 feet to the westerly line of land of Carl Henry and Helen Edith Banker;

Thence deflecting 90° to the right and running southerly along said Bunker land and land of Shore Realty of Norwich, Inc., 67 feet to land of Edward P. Spoust (Lot No. 24 on said plan);

Thence deflecting 90° to the right and running westerly along said Spoust land 124.6 feet to the easterly line of Railroad Avenue; and

Thence northerly along the easterly line of said Railroad Avenue 67 feet to the point of beginning.

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST:



Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**WHEREAS**, Louriero Contractors, Inc. (LCI) is one of four prime contractors engaged by the City of Norwich through the Norwich Community Development Corporation, acting as its development agency, to provide services and material in connection with the construction of the Intermodal Transportation Center; and

**WHEREAS**, LCI was responsible for site and other work including excavation, earth removal and placement, foundation installation, cast in place and other concrete work, pile driving, pile caps and grade beams, paving, walls and sidewalks, curbing and plantings; and

**WHEREAS**, the contract awarded LCI was in the original amount of \$5,138,367 plus the sum of \$425,230 due pursuant to agreed change orders; and

**WHEREAS**, there were disputed claims for change orders alleging extra work and materials made by LCI which disputes were resolved in mediation involving LCI, the City of Norwich and the Norwich Community Development Corporation; and

**WHEREAS**, the Council of the City of Norwich by resolution adopted July 2, 2012 approved a settlement with LCI, excepting from the settlement certain work which remained to be done or which had not been resolved; and authorized the city manager to deliver a settlement check to LCI in full and final settlement of all claims related to the Intermodal Transportation Center contract with LCI as reflected in a written release, but excepting from the settlement and release claims for ongoing work and retainage; and

**WHEREAS**, the excepted items are listed on Schedule B attached hereto, said Schedule B items to be resolved for a total payment \$8,491.21; and

**WHEREAS**, LCI and the City of Norwich, acting through the Norwich Community Development Corporation, have agreed to a settlement agreement to resolve outstanding disputed items and issues relating to the contract and the project including matters excepted from the Mediation Releases matters which have arisen subsequent to the date of the Mediation Release, and reduction of the retainage.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that the Norwich Community Development Corporation be and hereby is authorized and directed to enter into a settlement agreement with LCI on behalf of the City of Norwich in a form satisfactory to the Norwich Community Development Corporation and to pay on behalf of the City of Norwich the sum of \$8,491.21 as set forth on Schedule B attached hereto as well as the additional reductions from the retainage as are to be called for in said settlement agreement. A draft of a proposed settlement agreement is attached hereto as Exhibit 1.

*Exhibit 1*

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is executed between the Norwich Community Development Corporation, 77 Main Street, Norwich, Connecticut 06360, and Loureiro Contractors, Inc. (“Loureiro”), 100 Northwest Drive, Plainville, Connecticut 06062.

**WHEREAS**, the Norwich Community Development Corporation is the designated development agency for the city of Norwich for a project known as the Intermodal Transportation Center, pursuant to Connecticut General Statutes, Section 8-188.

**WHEREAS**, the Norwich Community Development Corporation, as the designated development agency for the City of Norwich, entered into a Contract with Loureiro dated June 16, 2010 (“Contract”) wherein Loureiro was to perform the scope of work as described in the Contract on a project known as the Norwich Intermodal Transportation Center (the “Project”).

**WHEREAS**, the Norwich Community Development Corporation and the City of Norwich are collectively referred to herein as “NCDC”.

**WHEREAS**, NCDC and Loureiro are collectively referred to herein as the “Parties”.

**WHEREAS**, during the course of the performance of the Contract, disputes arose between the Parties concerning certain change orders, claims and other payment issues.

**WHEREAS**, the Parties previously exchanged releases (NCDC’s release being dated September 28, 2012 and Loureiro’s release being dated September 21, 2012 (“Mediation Releases”), which releases related to certain claims were the subject of a mediation between the Parties, and which released excepted certain claims as stated therein. A copy of the Mediation Releases being attached as Exhibits “A” and “B”.

WHEREAS, the Parties seek to resolve the matters excepted from the Mediation Releases and matters which have arisen subsequent to the date of the Mediation Releases.

WHEREAS, the Parties now desire to resolve outstanding disputed items and issues relating to the Contract and the Project, settle the dispute, make appropriate payment under the Contract and complete the Project.

NOW, THEREFORE, the Parties agree to the following:

1. In consideration of the mutual covenants and promises as set forth herein, and subject to the express terms of the Contract, NCDC agrees to make, and Loureiro agrees to accept, the sum of Eighty Four Thousand Nine Hundred and Forty Three Dollars and 49/100 (\$84,943.49) as full and complete satisfaction of all monies due and owing to Loureiro under the Contract ("Settlement Sum"), and which is comprised of those items listed on Schedule "B".

The payment of the Settlement Sum will be made as follows:

- (i) Within five (5) days of execution of this Agreement, \$8,491.21, reflecting payment for the items on Schedule "B".
- (ii) Within thirty (30) days of execution of this Agreement, the sum of \$48,807.06, reflecting reduction such that remaining retainage of \$27,645.22, being a reduction to 0.5%, will continue to be held under this Settlement Agreement.
- (iii) Within five (5) days of NCDC's receipt of payment of remaining retainage and/or authorization for release of the remaining retainage for Loureiro's work from the Connecticut Department of Transportation, but no later than six (6) months from

the completion of the work set forth in **Schedule A** ("Completion Work"), the sum of \$27,645.22. Loureiro shall complete the Completion Work no later than June 30, 2013.

2. In consideration for the payments and other specific covenants and provisions of this Agreement, Loureiro hereby promises, remises and forever discharges NCDC and the City of Norwich, and their respective officers, directors, employees, representatives, consultants, agents, successors, heirs, executors and administrators and the Project (collectively "NCDC Releasees") of and from any and all manner of action or actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity, which against the NCDC Releasees Loureiro ever had, now has, or for which its successors can, shall or may have upon or for reason of any manner, cause or thing whatsoever from the beginning of the world to the day of the dates of these presents, with respect to any and all claims of any nature whatsoever arising out of, or relating to, the Contract and the Project. The foregoing notwithstanding, this release shall not discharge Loureiro from its obligations to perform the Completion Work, nor discharge Loureiro from any existing warranties under the Contract, which, however, shall not be reduced, extended nor enlarged hereby. This release will be effective upon completion and acceptance of the Completion Work.

3. In consideration for the specific covenants and provisions of this Agreement,

NCDC hereby promises, remises and forever discharges, Loureiro and its officers, directors, employers, representatives, consultants, agents, successors, heirs, executors and administrators (collectively "Loureiro Releasees") of and from, any and all manner of action or actions, cause or causes of actions, suits, debts, sums of money accounts, reckonings, bonds, bills and especially, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity, which against the Loureiro Releasees NCDC ever had, now has or for which its successors can, shall or may have upon or for any reason of any manner, cause or thing whatsoever from the beginning of the world to the day of the dates of these presents, with respect to any and all claims of any nature whatsoever arising out of, or relating to the Contract and the Project. The foregoing notwithstanding, this release shall not be effective until payment to Loureiro of all amounts due hereunder.

4. This Agreement contains the entire agreement between the Parties hereto.

5. In the event any Party to this Agreement shall be required to resort to litigation to construe or enforce this Agreement, the prevailing Party shall be entitled to recover its costs, including reasonable attorney's fees.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

Norwich Community Development Corp.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Loureiro Contractors, Inc.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Schedule A**

**Scope of Work**

Loureiro agrees to complete the following work on the Project:

- 1) Complete all landscaping described in the landscaping punchlist dated 3-12-13, attached hereto as Exhibit 1;
- 2) Seal cracks in concrete ramp in the specific areas identified in sketch SK-I, attached hereto as Exhibit 2, using the procedure set forth in Exhibit 3.

Schedule "B"

CATV/Handhold (COP #150) in the claim amount of \$2,129.12

Trash removal claim in the amount of \$3,822.81

Bond Cost in the amount of \$3,122.11

The above items have been compromised in the amount of \$7,000

Additional approved change order per Requisition 26 in the amount of \$1,491.21

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST: *Betsy M. Barrett*  
Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**WHEREAS**, the Council of the City of Norwich by resolution adopted May 16, 2005, established the second Monday of June as the date of a regular meeting of the Council of the City of Norwich, which regular meeting was to be cancelled if the budget of the City of Norwich had been adopted on or before the first Monday of June; and

**WHEREAS**, the Council of the City of Norwich reaffirmed this resolution by resolution adopted June 7, 2010; and

**WHEREAS**, the Council of the City of Norwich is scheduled to act on the city budget, the appropriation ordinances and the tax levy ordinances at its meeting on June 3, 2013, the first Monday of June 2013, but anticipates that it may then have insufficient information as to the state budget requiring it to delay action on the budget until June 10, 2013; and

**WHEREAS**, in view of such likely development the Council finds it to be in the best interest of the City of Norwich, pursuant to Chapter V Section 4 of the Charter of the City of Norwich to schedule an additional regular meeting of the Council for Monday, June 10, 2013 at 7:30 p.m. at City Council Chambers, potentially to consider, among other items, adoption of the budget, the appropriation ordinances, and the tax levy ordinances for fiscal year 2013-2014;

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that an additional regular meeting of the Council of the City of Norwich be set for and hereby is scheduled for the second Monday of June, June 10, 2013, to take place at 7:30 p.m. at City Council Chambers in City Hall, Norwich, Connecticut to consider and act upon items then before it including, if necessary and among other things, the adoption of the budget, the appropriation ordinances and the tax levy ordinances for fiscal year 2013-2014; and that the Clerk of the City and Town of Norwich be and hereby is directed to post and give appropriate notice of the same to comply with the requirements of the Charter and Ordinances of the City of Norwich and with the Freedom of Information Act of the State of Connecticut.

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST:



Betsy M. Barrett  
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on May 6, 2013, and that the same has not been amended or rescinded:

**WHEREAS**, the City of Norwich proposes to replace the Sherman Street Bridges also known as the Canada Bridge;

**NOW THEREFORE FOR BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that Alan H. Bergren, City Manager, be, and hereby is authorized and directed to sign the agreement entitled:

“AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE CITY OF NORWICH FOR THE DEVELOPMENT OF CONTRACT PLANS, SPECIFICATIONS AND ESTIMATES FOR THE REPLACEMENT OF THE SHERMAN STREET BRIDGES OVER THE YANTIC RIVER UTILIZING FEDERAL FUNDS UNDER THE URBAN COMPONENT OF THE SURFACE TRANSPORTATION PROGRAM”.

Dated at Norwich, Connecticut this 7th day of May 2013.

ATTEST:   
Betsy M. Barrett  
City Clerk