

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 4, 2014, and that the same has not been amended or rescinded:

WHEREAS, the City of Norwich is an entitlement community receiving U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) dollars of \$814,280 for program year (PY) 2014; and

WHEREAS, these funds are extended through the Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974 (Public Act 93-383), as amended in 1977; and

WHEREAS, a request for proposals was published in January, 2014 for applications due in March 7, 2014, 2 public meetings were held March 24 and 26, 2014 by the Community Development Advisory Committee and a public hearing was held on May 5, 2014 by the Council of the City of Norwich regarding these funds; and

WHEREAS, on June 16, 2014 the Council approved the allocation of funds with \$141,191 designated as a fund balance and the Council has the authority to amend that allocation.

NOW THEREFORE BE IT RESOLVED BY THE NORWICH CITY COUNCIL that the allocated sum of \$814,280 in CDBG entitlement grant funds shall be amended as follows, and that the Community Development Director is hereby directed to update the Annual Action Plan for the City of Norwich prior to the approval by HUD and no later than September 1, 2014.

CDBG - PY 2014	PY 2014 Request	CDAC Recommended	Council Approved
AVAILABLE ALLOCATION	\$ 814,280.00	\$ 814,280.00	\$ 814,280.00
CD Office - Administration	\$ 162,856.00	\$ 162,856.00	\$ 162,856.00
TVCCA - Home Again Project - Homelessness In-Place Prevention	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Norwich Adult Education - Community Development Through ESOL Instruction	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Our Piece of the Pie - Norwich Workforce Development	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Norwich Community Care Team - Shelter Diversion and Rapid Re-Housing	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Norwich Human Services - Norwich Works	\$ 34,233.00	\$ 34,233.00	\$ 34,233.00
Safe Futures - Norwich Domestic Violence Response Team	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Norwich Public Schools - BRIDGES Extended Learning Program	\$ 65,000.00	\$ 50,000.00	\$ 50,000.00
Norwich Fire Dept. - Headquarters Storage Facility	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00
Disabilities Network of Eastern CT - Ramps for persons with disabilities	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Norwich Housing Authority - JFK I Phase 3 (remaining 11 bldgs)	\$ 77,000.00	\$ -	\$ 77,000.00
Habitat for Humanity - Rehabilitation of 6 Clairmont Court	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
CD Office - Property Rehab Project Delivery	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00
Norwich Police Dept - Greenville PSCS Expansion	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
NCDC - Uncas Leap Blight Removal	\$ 170,000.00	\$ -	\$ -
CD Office - Clearance* Activities	\$ 141,191.00	\$ -	\$ 141,191.00
Available for Allocation	\$ 814,280.00	\$ 814,280.00	\$ 814,280.00
Total Requests	\$ 829,280.00	\$ 596,089.00	\$ 814,280.00
FUND BALANCE*	\$ (15,000.00)	\$ 218,191.00	\$ -

* HUD defines Clearance as the process of demolition and removal of buildings

Dated at Norwich, Connecticut this 5th day of August 2014.

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

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 4, 2014, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich by resolutions adopted July 7 and July 14, 2014 have authorized and directed City Manager, Alan H. Bergren, to sign, execute and deliver copies of an amended Management Services Agreement to be entered into with the Norwich RoseGarden Ice Associates, LLC to operate the Norwich Ice Rink; and

WHEREAS, the Council of the City of Norwich by resolution adopted July 21, 2014 scheduled a public hearing on a proposed lease to be entered into between the City of Norwich and Norwich RoseGarden Ice Associates, LLC pertaining to the use and operation of the Norwich Ice Rink; and

WHEREAS, said public hearing having been conducted, the Council of the City of Norwich finds it to be in the best interests of the City of Norwich to enter into a lease on terms substantrally as set forth in that attached to this resolution as Schedule 1 incorporating within it the terms and conditions of the Management Services Agreement.

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 said lease agreement incorporating the Management Services Agreement previously approved by the Council of the City of Norwich and to deliver a fully executed copy of the same to Norwich RoseGarden Ice Associates, LLC including, if requested, a short form notice of lease for recording on the land records.

Sealed "1"
LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is dated as of [_____], 2014 (the "Effective Date"), and is made by and between the City of Norwich (the "Landlord"), with an office at 100 Broadway, Norwich, Connecticut, as Landlord, and Norwich Rose Garden Ice Associates, LLC (the "Tenant"), a Connecticut limited liability company, with an office at 123 Glenwood Avenue, Bridgeport, Connecticut, as Tenant.

WHEREAS, the Landlord is the owner of the real property and improvements thereon commonly known as 641 New London Turnpike, Norwich, Connecticut (the "Real Property"), which real property is more particularly described on Exhibit A attached hereto and made a part hereof;

WHEREAS, a portion of the Real Property consists of an ice skating facility known as the Norwich Ice Skating Arena (such facility, together with all appurtenant facilities including but not limited to all refrigeration and ice maintenance equipment, parking lot, driveways and access ways, grounds, snack bar, and pro shop, hereinafter referred to as the "Premises");

WHEREAS, the Landlord and Tenant have entered into a Management Services Agreement dated of even date herewith (the "MSA"), a copy of which is attached hereto and made a part hereof as Exhibit B, pursuant to which the City granted Tenant the right to manage and operate the Premises, subject to the Tenant's performance of the obligations provided for in the MSA; and

WHEREAS, the Landlord and Tenant wish to enter into this Lease in connection with, and in furtherance of, the MSA in order to provide the Tenant with all of the rights required for it to receive the benefits of and perform its obligations under the MSA;

NOW THEREFORE; in consideration of the foregoing, the MSA and the following provisions, the parties agree as follows:

1. Lease of Premises. Upon the terms and conditions of the MSA, all of which are hereby incorporated herein by reference as if the same had been fully set forth herein, the Landlord hereby leases the Premises to the Tenant for an initial term commencing on the Effective Date and ending on June 30, 2024. The Tenant may extend the term of this Lease for three (3) consecutive ten (10) year periods at its sole discretion by providing written notice to the Landlord within 120 days prior to the expiration of the then current portion of the term indicating its intent to so extend the term hereof. Any extensions will operate under the terms and conditions provided for in the MSA. It is the intent of the parties that this Lease shall be co-terminus with the MSA and that upon the expiration or termination of the MSA, this Lease shall immediately expire.

2. Quiet Enjoyment. The Landlord represents that the Landlord is the owner of the Premises and is authorized to enter into this Lease. Subject to Tenant's performance of all of the obligations contained herein (and in the MSA, which is incorporated herein by reference), Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord.

3. Surrender. At the expiration or termination of this Lease, the Tenant will remove all of its goods and effects from the Premises and deliver the Premises to Landlord as provided in the

MSA.

4. Default. For the avoidance of doubt, a default (after the expiration of any notice and cure period) under the MSA, will constitute a default by the Tenant under this Lease. Upon the occurrence of any such default under this Lease, the Landlord shall have the rights and remedies available to it under the MSA and may terminate this Lease and, in accordance with applicable law, re-enter and re-take possession of the Premises.

5. Subletting: Assignment. The Tenant may not sublease or assign this Lease or the Premises except as provided in the MSA (and then only in conjunction with a permitted assignment of the MSA).

6. No Broker. The parties to this Lease represent to each other that no broker or agent brought the Premises to the Tenant's attention or was instrumental in effecting this Lease.

7. Notice of Lease. At the option of either the Landlord or Tenant, the Landlord and Tenant will execute a short form of lease suitable for recording purposes on the land records.

8. Entire Agreement: Amendment. This Lease (and the MSA which is incorporated herein by reference) represents the entire agreement between the Landlord and Tenant regarding the Premises. There are no understandings, representations, or agreements regarding the Premises, oral or written, express or implied, other than those set forth in this Lease (and the MSA which is incorporated herein by reference). This Lease may be amended at any time only by a written agreement signed by the Landlord and Tenant.

9. Benefit. This Lease will be binding upon and inure to the benefit of the Landlord and Tenant, their respective legal representatives, successors and permitted assigns.

10. Applicable Law. This Lease will be governed by the laws of the State of Connecticut.

The parties have signed this Lease as of the date first written above.

LANDLORD:
City of Norwich

By: _____

Its:

TENANT:
Norwich RoseGarden Ice Associates, LLC

By: _____

Its Manager

Exhibit A
(Legal Description of Real Property)

Exhibit B
(Copy of MSA)

4.

Dated at Norwich, Connecticut this 5th day of August 2014.

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

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 4, 2014, and that the same has not been amended or rescinded:

WHEREAS, with the end of summer, children will be returning to school to start the 2014/2015 academic year; and

WHEREAS, Alderman Terell Wilson has suggested that the Council of the City of Norwich sponsor a Back to School Bash to be held on Saturday, August 30, 2014 at the Greeneville 7th Street Park from 1:00 p.m. until 6:00 p.m. to allow the children of Norwich to gather together in anticipation of the upcoming school year and to have the opportunity to meet with representatives of the various schools of Norwich and with members of the city government in a social setting intended to encourage all of the students of Norwich to strive for excellence in their studies and to promote a safe environment for the children and families of Norwich.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the City of Norwich, together with such other organizations as may join with it, sponsor a Back to School Bash open at no cost to the children and families of Norwich in anticipation that this become an annual event, this year's Back to School Bash to be held on August 30, 2014 from 1:00 p.m. to 6:00 p.m. at the Greeneville 7th Street Park.

Dated at Norwich, Connecticut this 5th day of August 2014.

ATTEST: 
Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 4, 2014, and that the same has not been amended or rescinded:

WHEREAS, the Legal Department expended roughly \$50,000 in excess of its fiscal year 2013-14 appropriation resulting from increased legal costs associated with personnel matters and collecting delinquent taxes; and,

WHEREAS, the Police Department expended roughly \$65,000 in excess of its fiscal year 2013-14 appropriation resulting from replacement costs incurred filling vacant shifts and increased fuel and utility costs; and,

WHEREAS, the Norwich Fire Department expended roughly \$65,000 in excess of its fiscal year 2013-14 appropriation resulting from the retirement payout for one of the Battalion Chiefs as well as higher-than-anticipated fuel, utilities, and building maintenance costs; and,

WHEREAS, the Laurel Hill Volunteer Fire Department expended roughly \$2,500 in excess of its fiscal year 2013-14 appropriation resulting from higher than anticipated utilities and equipment maintenance costs; and,

WHEREAS, the Taftville Volunteer Fire Department expended roughly \$2,000 in excess of its fiscal year 2013-14 appropriation resulting from higher than anticipated utilities costs; and,

WHEREAS, the Yantic Volunteer Fire Department expended roughly \$4,000 in excess of its fiscal year 2013-14 appropriation resulting from higher than anticipated utilities and equipment maintenance costs; and,

WHEREAS, the Planning & Neighborhood Services Department expended roughly \$4,000 in excess of its fiscal year 2013-14 appropriation resulting from higher than anticipated overtime costs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that \$192,500 be and hereby is transferred *from* the 2013-14 Contingency budget *to* the 2013-14 Legal, Police, Norwich Fire, Laurel Hill Volunteer Fire, Taftville Volunteer Fire, Yantic Volunteer Fire, and Planning & Neighborhood Services departments as follows:

<u>Department</u>	<u>Amount of Transfer</u>
Contingency	192,500
Subtotal - Budget Decreases	192,500
Legal	50,000
Police	65,000
Norwich Fire	65,000
Laurel Hill Volunteer Fire	2,500
Taftville Volunteer Fire	2,000
Yantic Volunteer Fire	4,000
Planning & Neighborhood Services	4,000
Subtotal - Budget Increases	192,500
Net Budget Change	-

Dated at Norwich, Connecticut this 5th day of August 2014.

ATTEST: 
Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 4, 2014, and that the same has not been amended or rescinded:

WHEREAS, CGS §§ 10-76d(e)(5) and 10-76g(b) state that the treasurer, within 30 days after receiving necessary documentation from the Board of Education, shall credit the Board of Education's special education expenditure account with Special Education Excess Cost Grant receipts to the extent that the Board of Education's actual special education expenditures exceeds its budget for such expenditures and;

WHEREAS, the Comptroller of the City of Norwich has accounting and control responsibilities referred to in Norwich City Charter Chapter IX, §3 and;

WHEREAS, the City of Norwich budgeted \$1,200,000 in Excess Cost Grant revenues for fiscal year 2013-14 and actually received \$ 2,217,082 and;

WHEREAS, the Board of Education has delivered necessary documentation to the Comptroller indicating that the actual special education expenditures for fiscal year 2013-14 were \$2,837,813.62 higher than the budget for such expenditures.

NOW, THEREFORE, BE IT ACKNOWLEDGED BY THE COUNCIL OF THE CITY OF NORWICH, that, in accordance with CGS §§ 10-76d(e)(5) and 10-76g(b), the Comptroller will credit \$2,217,082 of the Excess Cost Grant revenues to the Board of Education's 2013-14 special education expenditures.

Dated at Norwich, Connecticut this 5th day of August 2014.

ATTEST:



Betsy M. Barrett
City Clerk