

The regular meeting of the Council of the City of Norwich was held May 1, 2023 at 7:30 PM in Council Chamber. Present: Mayor Nystrom, President Pro Tem DeLucia, Ald. Neuendorf, Gould, Singh, and Burto. City Manager Salomone and Corporation Counsel Michael Driscoll were also in attendance. Mayor Nystrom presided.

Ald. Neuendorf read the opening prayer and Ald. Burto led the members in the Pledge of Allegiance.

**Please be advised that meetings of the Norwich City Council can be viewed in their entirety on the City of Norwich website “norwichct.org”.**

Upon a motion of Ald. Gould, seconded by Ald. Burto, on a roll call vote it was unanimously voted to accept the following minutes of April 3, 13 and 17, 2023.

Upon a motion of Ald. Burto, seconded by Ald. Gould, on a roll call vote it was unanimously voted accept the letter of resignation of Charles C. Whitty from the Norwich Golf Course Authority thanking him for his service.

## **CITY MANAGERS REPORT**

**To:** Mayor Nystrom and members of the City Council  
**From:** John Salomone, City Manager  
**Subject:** City Manager’s Report  
**Date:** May 1, 2023

Meetings attended were Connecticut Conference of Municipalities (CCM), legislative discussion at the Capitol, CT Town & City Management Association, Southeastern Council of Governments Executive Committee Meeting (SCCOG) Southeastern Area Transit (SEAT), NPU-City Coordination Meeting, NDCD Board of Directors meeting, and CT Investment Fund (CIF) Stakeholders.

There will be a traffic control change on the Sherman Street Bridge project starting May 8th, for Asylum Street, in accordance with the contract drawings and specifications. Asylum Street will be one-way northbound, from Starr Street to New London Turnpike. This will allow the elimination of one lane of roadway in the vicinity of the bridge project. The change will remain in effect until the substantial completion of Bridge 04047.

Public Works has reconditioned the track at Fontaine Field, which encircles the field, by re-cutting the edges and placing additional stone dust with the paving box. This work also included reconstructing the path from the Senior Center parking lot to the track, and reconditioning the straight section of the track used for sprinting. Public Works also repaired a drainage concern at Taftville Park in the vicinity of the walking path. They also planted two trees in the landscaped bump out areas adjacent to the Franklin Square roundabout.

Norwich Human Services’ Adult & Family Division has partnered with NPU and Liberty Bank to host a Saving Money & Energy event that was held on April 27<sup>th</sup>. Youth, Family, & Recreation Division’s Prevention Council collaborated with the NPD and the DEA (Drug Enforcement Agency) to collect 371 lbs. of prescription medications on Drug Take-back Day!

The Rose City Senior Center completed 560 tax returns for Norwich Residents thru their AARP Tax assistance program.

The Amistad arrived at the Norwich Harbor on April 24th with a water salute from the Norwich Fire Department. Thank you to Chelsea Groton Bank, Hall Communications and other sponsors who made this event possible.

I have attached NCDC’s quarterly report for quarter ending March 31, 2023.

**Department Quarterly Reports**

**Please be advised that meetings of the Norwich City Council can be viewed in their entirety on the City of Norwich website “norwichct.org”.**

Mayor Nystrom declared citizen comment open.

Patrick McLaughlin, Director of Public Works, asked not to remove the laborers position in Resolution #2.

Joanne Philbrick, Norwichtown, spoke on Resolution #2 she talked about the McGrath study she also stated Dodd Stadium is a money pit. She talked about the use of the 10% NPU revenue.

Kate Milde, Director of Human Services, asked to not cut the Senior Center Office Coordinator position.

Janice Sawicki, 39 Andrea Ln, spoke on Resolution #2 and asked to look at the moral of the workers.

Marc Benjamin, 125 Hunters Ave, asked to relook at the dispatchers position and stated it is critical to all working safely.

Mayor Nystrom declared citizen comment closed.

Upon a motion of Ald. Gould, seconded by Ald. Burto, on a roll call vote it was unanimously voted to adopt the following resolution introduced by City Manager Salomone.

**RESOLVED**, that the budget for Fiscal Year 2023-24, as proposed on April 3, 2023, be amended by the adjustments as listed herein.

<b>General Fund</b>			<b>2023-24 Proposed</b>	<b>2023-24 Revised</b>	<b>Revenue Adjustment</b>
<b>10041000</b>	42201	Building Permits	806,100	856,100	50,000
<b>10048000</b>	43470	Kelly Middle School Construction Grant	0	900,000	900,000

<b>10043000</b>	44405	Direct Hauler Fees	716,200	782,200	66,000
<b>10040000</b>	46101	Interest Income	1,800,000	2,400,000	600,000
<b>10043000</b>	48967	Janitorial Services Revenue from NPU	39,803	41,398	1,595
<b>10042000</b>	43100	Federal Grants-ARPA	400,000	0	(400,000)
		Total Revenue Adjustment			<u>1,217,595</u>
		Change in General Fund Mill Rate			(0.67)

<b>City Consolidation District</b>			<b>2023-24 Proposed</b>	<b>2023-24 Revised</b>	<b>Revenue Adjustment</b>
<b>28354200</b>	<b>43100</b>	Federal Grants-ARPA	600,000	1,000,000	400,000
		Change in CCD Mill Rate			(0.69)

President Pro Tem DeLucia called for a brief recess to caucus at 7:52 pm and came back at 7:54 pm.

Upon a motion of Ald. Gould, seconded by Ald. Singh, on a roll call vote it was voted to put the following resolution introduced by City Manager Salomone on the floor.

**RESOLVED**, that the budget for Fiscal Year 2023-24, as proposed on April 3, 2023, be amended by the adjustments as listed herein.

<b>General Fund</b>			<b>Expenditure Reduction</b>
<b>10413700</b>	51610/ 52000	Reduction in wages and benefits for Assistant to the Treasurer for two months of transition	(16,049)
<b>10414100</b>	51610/ 52000	Reduction in wages and benefits for Assistant to the Treasurer for one months of transition	(10,036)
<b>10420100</b>	51610/ 52000	Remove one vacant 911 Dispatcher position	(101,345)
<b>10420100</b>	51610/ 52000	Remove one vacant Police Officer position	(89,994)
<b>10430300</b>	51610/ 52000	Remove one vacant Laborer position	(78,874)
<b>10441700</b>	51610/ 52000	Remove new Senior Center Office Coordinator position which had been funded starting 1/1/24 in Manager's proposed budget	(40,464)
		Total Expenditure Adjustment	<u>(336,762)</u>
		Change in General Fund Mill Rate	(0.18)

On a vote of 0-6 with Mayor Nystrom, President Pro Tem DeLucia, Ald. Neuendorf, Gould, Singh, and Burto in opposition resolution fails.

Upon a motion of Ald. Gould, seconded by Ald. Singh, on a roll call vote it was unanimously voted to adopt the following resolution introduced by Mayor Nystrom, President Pro Tem DeLucia and Ald. Gould.

**RESOLVED**, that the proposed preliminary budget for Fiscal Year 2023-24, as amended by the revenue and expenditure changes on May 1, 2023, be tentatively adopted, with a public hearing scheduled for Monday, May 8, 2023 at 7:30 PM in the Council Chambers of City Hall.

Upon a motion of Ald. Singh, seconded by Ald. Gould, on a roll call vote it was unanimously voted to adopt the following resolution introduced by Mayor Nystrom, President Pro Tem DeLucia and Ald. Gould.

**WHEREAS**, the City of Norwich Office of Community Development, as guided by the U.S. Department of Housing and Urban Development, is proposing a Third Substantial Amendment to the City of Norwich’s Annual Action Plan and budget for FY 2019-2020 to recapture and reallocate \$200,586.16 of Community Development Block Grant Coronavirus Response Grant (CDBG-CV) CARES Act funds; and

**WHEREAS**, the Community Development Advisory Committee (CDAC) has held a public meeting and voted on their recommendations for CDBG-CV allocations in the month of April; and

**WHEREAS**, the substantial amendment process is subject to a 30-day comment period prior to being placed into effect and the Council of the City of Norwich must hold a public hearing regarding the recommendations prior to the final vote on the allocation of the substantial amendment.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that the City Council shall and hereby does schedule a public hearing to be held at 7:30 p.m. during the May 15, 2023 City Council meeting on the subject of a substantial amendment and reallocation of CDBG-CV.

**CITY OF NORWICH - CDBG-CV Requests (2023 RECAPTURE)**  
 PY45 Substantial Amendment #3 CDBG-CV

**Available Funding**  
 \$ 200,586.16

	<b>Request</b>	<b>CDAC Recommendation</b>	<b>Council Recommendation</b>
<b>Public Services</b>			
TVCCA Homelessness Prevention	\$ 20,000.00	\$ 20,000.00	
NHS Senior Accessible Medical Care & Education	\$ 170,000.00	\$ 101,897.48	
Thames River Community Service Young Parent Housing Stability	\$ 22,275.00	\$ 22,275.00	
St. Vincent de Paul Place Cold Food Storage	\$ 46,413.68	\$ 46,413.68	
Big Brothers Big Sisters Community-Based Mentoring	\$ 10,000.00	\$ 10,000.00	
<b>Total Public Services</b>	\$ 268,688.68	\$ 200,586.16	\$ -
<b>Non-Public Services</b>			
DPW Taftville Walking Path Improvements	\$ 119,697.00	\$ -	
<b>Total Non-Public Services</b>	\$ 119,697.00	\$ -	\$ -
Public Service	\$ 268,688.68	\$ 200,586.16	\$ -
Non-Public Service	\$ 119,697.00	\$ -	\$ -

Upon a motion of Ald. Singh, seconded by Ald. Burto, on a roll call vote it was unanimously voted to adopt the following resolution introduced by Mayor Nystrom, President Pro Tem DeLucia and Ald. Gould.

**WHEREAS**, the City of Norwich acquired the property described as Map 111, Block 1, Lot 76 known as 152 Palmer Street, through a tax foreclosure taking title on May 6, 2014; and

**WHEREAS**, the City of Norwich acquired the property described as Map 129, Block 1, Lot 66 known as 702 New London Turnpike, through a tax foreclosure taking title on April 5, 2018; and

**WHEREAS**, the Council of the City of Norwich finds it to be in the best interest of the City of Norwich to transfer said properties to Habitat for Humanities for no consideration to be restored or redeveloped for housing through its program.

**THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH** that City Manager, John Salomone, be and hereby is authorized to execute and deliver a deed of conveyance together with such other letters or documents as are necessary to complete the transfer of title to Habitat for Humanity for the properties known as 152 Palmer Street and 702 New London Turnpike, Norwich.

Upon a motion of Ald. Burto, seconded by Ald. Gould, on a roll call vote it was unanimously voted to adopt the following resolution introduced by Mayor Nystrom, President Pro Tem DeLucia and Ald. Gould.

**WHEREAS**, the Council of the City of Norwich, by a resolution adopted April 15, 2019, authorized and directed City Manager John Salomone to enter into a Stadium Lease Agreement satisfactory to him on behalf of the City of Norwich with the Oneonta Athletic Corporation; and

**WHEREAS**, on August 1, 2019 John Salomone, as City Manager, on behalf of the City of Norwich entered into said Stadium Lease Agreement to commence January 1, 2020; and

**WHEREAS**, in February of 2020 the World Health Organization recognized a communicable respiratory disease caused by coronavirus designated "Covid-19" with subsequent restrictions placed on public events by federal, state and municipal directives; and

**WHEREAS**, the City of Norwich and the Oneonta Athletic Corporation acknowledge that the calendar year 2020 constituted a "baseball suspension period" as defined in Article XXII of the Stadium Lease Agreement; and

**WHEREAS**, as a result of a renegotiation of the Professional Baseball Agreement between Major League Baseball and the National Association of Professional Baseball Leagues the New York Penn League was dissolved with the removal of the Oneonta Athletic Corporation from the National Association of Professional Baseball Leagues; and

**WHEREAS**, the Oneonta Athletic Corporation proposed to participate in the new league named the Future League utilizing college baseball players; and

**WHEREAS**, by a resolution adopted May 17, 2021 the Council of the City of Norwich authorized and directed City Manager John Salomone to enter into and execute a First Amendment to the Stadium Lease Agreement satisfactory to him to run from January 1, 2020 to December 31, 2022 with the right of the Lessee, with the approval of the Lessor, to extend the Lease for one year; and

**WHEREAS**, the said First Amendment to the Stadium Lease Agreement was executed and is dated May 26, 2021; and

**WHEREAS**, the City of Norwich and the Oneonta Athletic Corporation desired to further amend the Stadium Lease Agreement by a Second Amendment to the Stadium Lease Agreement pursuant to the Second Amendment to the Stadium Lease Agreement attached hereto as Exhibit A

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that it agrees to amend the Stadium Lease Agreement by a Second Amendment substantially in the form of the Second Amendment to the Stadium Lease Agreement attached hereto as Exhibit A; and

**BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH**, that City Manager John Salomone be and hereby is authorized and directed to enter into and execute such Second Amendment to the Stadium Lease Agreement satisfactory to him on behalf of the City of Norwich and to cause the same and any other necessary documentation necessary to effectuate the Agreement to be signed in duplicate and one signed original to be delivered to the Oneonta Athletic Corporation.

EXHIBIT A

**SECOND AMENDMENT TO STADIUM LEASE AGREEMENT**

THIS SECOND AMENDMENT TO STADIUM LEASE AGREEMENT (this "Second Amendment") is made and entered into this \_\_\_ day of April, 2023, but shall be deemed effective as of the 1<sup>st</sup> day of January, 2023 (the "Effective Date"), between the **CITY OF NORWICH** ("Lessor"), a Connecticut Municipal Corporation with its principal place of business at 100 Broadway, Norwich, Connecticut 06360, and **ONEONTA ATHLETIC CORPORATION** ("Lessee"), a New York Corporation, authorized to conduct business in the State of Connecticut, with an office of business at 14 Stott Avenue, Norwich, Connecticut 06360.

**WITNESSETH:**

WHEREAS, Lessor and Lessee entered in a certain Stadium Lease Agreement dated August 1, 2019 (the "Original Lease"), pursuant to which Lessor granted Lessee the right to use the stadium and sports facility known as the Senator Thomas J. Dodd Memorial Stadium (the "Stadium") located on Stott Avenue in the Norwich Business Park in the City of Norwich as a baseball stadium and entertainment facility; and

WHEREAS, Lessor and Lessee did thereafter execute that certain "First Amendment to Stadium Lease Agreement" (the "First Amendment") dated May 26, 2021, amending and restating certain terms and provisions of the Original Lease; and

WHEREAS, Lessor and Lessee desire to further amend the Original Lease and First Amendment upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Original Lease, First Amendment and this Second Amendment, Lessor and Lessee hereby agree to amend the Original Lease and First Amendment as set forth herein.

1. (a) Capitalized terms used in this Second Amendment, but not defined herein, shall have the meaning ascribed to such terms in the Original Lease and/or First Amendment. For the purposes of this Second Amendment, the term "Lease Agreement" shall mean the Original Lease and First Amendment, as further amended by this Second Amendment.

(b) If there is any conflict between the terms and conditions of the Original Lease and/or the First Amendment, and the terms and conditions of this Second Amendment, then the terms and conditions of this Second Amendment shall control.

2. As of the Effective Date, Lessor and Lessee hereby agree to amend the Original Lease and First Amendment as follows:

EXHIBIT A

(a) Section 3.1, as previously amended by the First Amendment, is hereby amended further by deleting "December 31, 2022" and inserting "December 31, 2024" in lieu thereof.

(b) Section 3.2a, as previously amended by the First Amendment, is hereby amended in its entirety to read as follows: "Lessor may extend the Term for a one (1) year period, commencing on January 1, 2025 and expiring on December 31, 2025, provided Lessor approves, or is deemed to have approved the extension. If Lessee desires to extend the Term as provided herein, Lessee shall notify Lessor by notice given to Lessor on or before October 1, 2024. Within thirty (30) days after receipt of such notice, Lessor shall notify Lessee if Lessor approves or disapproves the extension; if Lessor fails to notify Lessee of its disapproval within said thirty (30) day period, then Lessor shall be deemed to have approved the extension."

(c) Section 4.1, as previously amended by the First Amendment, is hereby amended further and replaced as follows:  
2023- \$22,500.00  
2024- \$22,500.00

The Rent to be paid by Lessee under this Lease for the Option Term shall be as follows:  
2025- \$22,500.00

The Rent for the 2023, 2024 and if applicable 2025 shall be payable in two equal installments, with the first installment due on June 30<sup>th</sup> and the second installment due on September 30<sup>th</sup> of each year.

(d) Section 15.2, as previously amended by the First Amendment, is hereby amended further and replaced as follows: "On the day of each Home Game, Lessee shall provide adequate, trained personnel to maintain order at the Stadium, to protect property and persons therein and to otherwise comply with the Connecticut General Statutes, if necessary. In connection with such obligation, Lessee shall not be obligated to supplement its personnel with police and/or fire personnel for Home Games Sunday through Thursday. Lessee shall have a mutual agreement with the City of Norwich Chief of Police regarding supplementing Lessee's personnel with City of Norwich police and/or fire personnel for all Home Games on Friday and/or Saturday, unless otherwise agreed by the City of Norwich Chief of Police. Lessee shall bear the entire cost of such supplemented police and/or fire personnel."

(e) Section 16.1, as previously amended by the First Amendment, is hereby amended further by deleting "January 1, 2021 to December 31, 2022" and inserting "January 1, 2023 to December 31, 2025" in lieu thereof.

3. Lessor and Lessee discussed various repairs to the Stadium in connection with this Second Amendment. Based on those discussions, Lessor has agreed to do the following work to the Stadium, at its sole cost and expense, prior to May 15, 2023:

{02230223.1: City/Oneonta/Second Amendment/Lease}

EXHIBIT A

(i) perform the work outlined under Option 1 on the Proposal from Championship Turf Services, #11368, dated 3/27/2023 (a copy of which has been given to Lessor); and (ii) install a new ice machine.

4. Except as amended by this Second Amendment, the Original Lease and First Amendment shall continue in full force and effect and is hereby ratified and confirmed by the parties.

5. This Second Amendment may be executed in a number of identical counterparts, each of which for all purposes shall be deemed to be an original, and all of which shall collectively constitute but one agreement, fully binding upon, and enforceable against, the parties thereto.

6. To facilitate the execution of this Second Amendment, the parties may execute and exchange the signature page by telephone, facsimile or e-mail counterparts.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amendment to be duly executed as of the day and year first written above.

WITNESS: LESSOR:  
CITY OF NORWICH

By: \_\_\_\_\_  
John Salomone  
City Manager

WITNESS: LESSEE:  
ONEONTA ATHLETIC CORPORATION

By: *E. Miles Prentice, III*  
E. Miles Prentice  
Its President, Duly Authorized

{02230223.1: City/Oneonta/Second Amendment/Lease}

Upon a motion of Ald. Burto, seconded by President Pro Tem DeLucia, on a roll call vote it was voted to put the following resolution introduced by Mayor Nystrom, President Pro Tem DeLucia and Ald. Gould on the floor.

Upon a motion of President Pro Tem DeLucia, seconded by Ald. Singh, on a roll call vote it was voted to amend the following resolution to add on 1. Result in “at least” a zero mill rate increase upon adoption and 2. Maintain “at least” the proposed total estimated expenditures of the Norwich Public Schools (Department of Education) as set out in the manager’s budget delivered on the first Monday of April 2023 and

The amendment fails on a 3-3 vote with Mayor Nystrom, Ald. Neuendorf and Gould voting in opposition.

**WHEREAS**, the Charter of the City of Norwich provides at Chapter VII Section 2 that on or before the first Monday in April of each year the chief executive officer of the city shall submit to the council (a) a budget message, (b) an annual or current expense budget which shall be a complete financial plan for the ensuing fiscal year, and (c) a capital budget which shall be a financial plan for effecting capital improvements; and

**WHEREAS**, Chapter VII Section 8 also provides that a first public hearing on the budget shall be held by the council prior to the third Monday of April, but no sooner than one week after submission of the budget, with the council to then meet to act initially on the city manager’s proposed budget by the second Monday in May, following which a second public hearing on the budget shall then be held by the council regarding the changes which it proposes to make to the city manager’s budget, the second public hearing being held prior to the third Monday in May; and

**WHEREAS**, Chapter VII Section 9 of the Charter provides that after the conclusion of the second public hearing the council may insert new items of expenditure or may increase, decrease or strike-out items of expenditure, except that no items of appropriation for debt service shall be reduced, and in the case of the department of education and the department of public utilities the council shall have the power to revise only the total estimated expenditures, and also provide that the council shall not alter the estimate of revenues of the chief executive officer of the city except to correct omissions or mathematical errors; and

**WHEREAS**, in connection with its consideration of the budget the council requests that City Manager John Salomone, with such assistance as he may utilize, provide the council with proposed adjustments to the budget or alternatives to accomplish the following:

1. Result in a zero mill rate increase upon adoption
2. Maintain the proposed total estimated expenditures of the Norwich Public Schools (Department of Education) as set out in the manager’s budget delivered on the first Monday of April 2023 and
3. Calculate a division of the monies to be received by the city treasurer from the Public Utilities Commission such that half the same will go to funding for the city consolidation district and half to the general fund of the City of Norwich, recognizing that the expenditure budget adopted by the Norwich Board of Public Utilities Commissioners shall include as an item of expenditure an amount to be turned over to the city treasurer during the ensuing fiscal year for



the general use of the city, which amount shall be 10% of the gross revenue of the department of public utilities as reported in the annual reports of the commission for the proceeding calendar year to the Public Utilities Commission of the State of Connecticut.

On a roll call vote of 1-5 motion to adopt fails with Mayor Nystrom, Ald. Neuendorf, Gould, Singh, and Burto voting in opposition.

Upon a motion of Ald. Singh, seconded by Ald. Gould, it was unanimously voted on a roll call vote to waive the full reading of the text, send a referral to the Commission on the City Plan and set a public hearing on May 15, 2023 at 7:30 pm for the second reading and action for the following ordinance introduced by Ald. Gould and Singh.

**AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 20, SECTIONS 20-19 AND 20-24, OF THE CODE OF ORDINANCES FOR CORRECTIONS AND CHANGES RECOMMENDED BY THE PUBLIC PARKING COMMISSION**

**WHEREAS**, Article II of Chapter 20 of the Code of Ordinances, as most recently amended by Ordinance 1831, sets forth the powers and responsibilities of the public parking commission; and

**WHEREAS**, the public parking commission recommends making corrections and changes to Article II of Chapter 20 of the Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORWICH**, that the following sections be amended in Article II of Chapter 20 of the Code of Ordinances:

Sec. 20-19. Same—Fines and penalties.

Each registered owner or motor vehicle operator receiving a notice provided in section 20-18 shall pay as a penalty for and in full satisfaction of such violation the following sums:

- (a) Obstructing driveway ~~\$25.00~~ \$30.00
- (b) Parking too far from curb ~~\$15.00~~ \$20.00
- (c) Parking too close to corner ~~\$15.00~~ \$20.00
- (d) Double parking ~~\$25.00~~ \$30.00
- (e) Parking on wrong side of street ~~\$15.00~~ \$20.00
- (f) Parking in crosswalk ~~\$15.00~~ \$20.00
- (g) Parking too close to fire hydrant ~~\$25.00~~ \$30.00
- (h) Violation of snow regulations ~~\$25.00~~ \$30.00
- (i) Parking in handicapped zone ~~\$100.00~~ \$150.00 for first offense and \$250.00 for subsequent offenses
- (j) Parking in fire zone ~~\$25.00~~ \$30.00
- (k) Parking in posted no parking zone ~~\$15.00~~ \$20.00
- (l) Overtime parking ~~\$5.00~~ \$20.00
- (m) Parking at bus stop, taxi stand or loading zone ~~\$15.00~~ \$20.00
- (n) Parking on sidewalk ~~\$15.00~~ \$20.00
- (o) Parking in intersection ~~\$15.00~~ \$20.00
- (p) Obstructing traffic ~~\$25.00~~ \$30.00
- (q) Left wheel to curb ~~\$15.00~~ \$20.00

(r) Other ~~\$15.00~~ \$20.00

The failure of such registered owner or motor vehicle operator to make such payment to said commission within 14 days shall render them liable to payment of double the above fines.

The failure of such registered owner or motor vehicle operator to make such payment to said commission within 30 days shall render them liable to the penalty provided by the Connecticut General Statutes for violations.

Any convenience fees or other collection costs may be passed such registered owner or motor vehicle operator by the commission.

#### Sec. 20-24. Hearing procedure for parking violations

Pursuant to §§ 7-148, 7-152b, and 14-305 to 14-308, inclusive, of the Connecticut General Statutes, the city enacts the hearing procedure for parking violations described herein.

a) Hearing officers. The ~~parking commission~~ city manager shall appoint one or more parking violation hearing officers to conduct hearings for parking violations. Such hearing officers cannot be personnel who are authorized to issue such violations or who otherwise work for the police department or parking commission.

b) Notice of violation. Within two years from the expiration of the final period for the uncontested payment of fines, penalties, costs or fees for any alleged parking violation, the city shall send notice to the motor vehicle operator, if known, or the registered owner of the motor vehicle by first class mail at their address according to the registration records of the Department of Motor Vehicles or by electronic mail, if the operator or owner's electronic mail address is known. Such notice shall inform the operator or owner:

- i) of the allegations against them and the amount of the fines, penalties, costs or fees due;
- ii) that they may contest their liability before a parking violations hearing officer by delivering in person, by electronic mail or by mail written notice within 10 days of the date thereof;
- iii) that if they do not demand such a hearing, an assessment and judgment shall enter against them; and
- iv) that such judgment may issue without further notice.

c) Proof of liability. Whenever a violation of such an ordinance occurs, proof of the registration number of the motor vehicle involved shall be prima facie evidence in all proceedings provided for in this section that the owner of such vehicle was the operator thereof; provided, the liability of a lessee under section 14-107 shall apply.

d) Admission of liability. If the person who is sent notice pursuant to subsection (b) of this section wishes to admit liability for any alleged violation, such person may, without requesting a hearing, pay the full amount of the fines, penalties, costs or fees admitted to in person or by mail to an official designated by the city. Such payment shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of such person or other person making the payment. Any person who does not demand a hearing within 10 days of the date of the first notice provided for in subsection (b) of this section shall be deemed to have admitted liability, and the designated official shall certify such person's failure to respond to the hearing officer. The hearing officer shall thereupon enter and assess the fines, penalties, costs or fees provided for by the applicable ordinances and shall follow the procedures set forth in subsection (f) of this section.

e) Hearing procedure.

- i) Any person who requests a hearing shall be given written notice of the date, time and place for the hearing. Such hearing shall be held not less than 15 days nor more than 30 days from the date of the mailing of notice, provided the hearing officer shall grant upon good cause shown any reasonable request by any interested party for postponement or continuance. An original or certified copy of the initial notice of violation issued by a police officer or other

issuing officer shall be filed and retained by the city, be deemed to be a business record within the scope of section 52-180 and be evidence of the facts contained therein. The presence of the police officer or issuing officer shall be required at the hearing if such person so requests. A person wishing to contest their liability shall appear at the hearing in person or by means of electronic equipment, and may present evidence in their behalf. A designated official, other than the hearing officer, may present evidence on behalf of the city.

ii) If such person fails to appear, the hearing officer may enter an assessment by default against them upon a finding of proper notice and liability under the applicable statutes or ordinances. The hearing officer may accept from such person copies of police reports, Department of Motor Vehicles documents and other official documents by mail and may determine thereby that the appearance of such person is unnecessary. The hearing officer shall conduct the hearing in the order and form and with such methods of proof as he deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation. The hearing officer shall announce their decision at the end of the hearing. If the hearing officer determines that the person is not liable, they shall dismiss the matter and enter their determination in writing accordingly. If the hearing officer determines that the person is liable for the violation, they shall forthwith enter and assess the fines, penalties, costs or fees against such person as provided by the applicable ordinances of the city.

f) Notice of assessment and judgment. If such assessment is not paid on the date of its entry, the hearing officer shall send by first class mail a notice of the assessment to the person found liable and shall file, not less than 30 days or more than 12 months after such mailing, a certified copy of the notice of assessment with the clerk of a superior court facility designated by the Chief Court Administrator together with an entry fee of \$8.00. The certified copy of the notice of assessment shall constitute a record of assessment. Within such 12-month period, assessments against the same person may be accrued and filed as one record of assessment. The clerk shall enter judgment, in the amount of such record of assessment and court costs of \$8.00, against such person in favor of the city. Notwithstanding any provision of the general statutes, the hearing officer's assessment, when so entered as a judgment, shall have the effect of a civil money judgment and a levy of execution on such judgment may issue without further notice to such person.

g) Appeal. A person against whom an assessment has been entered pursuant to this section is entitled to judicial review by way of appeal. An appeal shall be instituted within 30 days of the mailing of notice of such assessment by filing a petition to reopen assessment, together with an entry fee in an amount equal to the entry fee for a small claims case pursuant to section 52-259, at the Superior Court facility designated by the Chief Court Administrator, which shall entitle such person to a hearing in accordance with the rules of the judges of the Superior Court.

**Purpose:**

To increase parking fines and identify the city manager as the person who appoints hearing officers.

Upon motion of Ald. Gould, seconded by Ald. Singh, on a roll call vote of 6-0 it was unanimously voted to adjourn 8:13 pm.

*Betsy Bennett*

City Clerk