



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

PUBLIC WORKS COMMITTEE of the COMMON COUNCIL

DATE: Tuesday, June 7, 2022

TIME: 7:00 P.M.

PLACE: By Video Conference and Teleconference

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at: norwalkct.org/meetings

-  Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.
-  Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.
-  Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.
-  Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Monique Cipriano at mcipriano@norwalkct.org to provide written public comment prior to the meeting.

AGENDA

Roll Call

Public Input

Public input (Guests at Committee meetings may speak to any item on the agenda. Comments shall be limited to no more than three (3) minutes per speaker.)

New Business

1. Approve the Minutes of the Public Works Committee Meeting of Tuesday, May 3, 2022.
2. Authorize the Mayor, Harry W. Rilling to enter into a Subordination Agreement and such other documents incidental thereto with National Land Development, LLC with respect to the City's General Utility Easement recorded in Vol. 7920, page 329 of the Norwalk Land Records and in connection with National Land Development, LLC's ELUR Application to DEEP.

3. Authorize the Mayor, Harry W. Rilling, to execute a 2nd Amendment to the September 8, 2020 Agreement between the City of Norwalk and M. Rondano, Inc. for Project DRG 2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$300,000.00.

Account No. 13 40 10 5796 APW05
09 20 4062 5777 C0361
09 21 4021 5777 C0318
09 22 4021 5777 C0318
09 23 4021 5777 C0318
09 23 4021 5777 C0021
09 23 4021 5777 C0302

4. Technical Correction of the Common Council Action of September 14, 2021, Item VII.C.4 to add accounts designated for the Almstead Tree & Shrub Care Company LLC for the supply and planting of trees and shrubs.

Account No. 380000 5790
01 37 20 5258
520000 5796 MLK07
510000 5796 GGP04
09 22 3710 5777 C0773

5. Technical Correction of the Common Council Action Dated October 12, 2021, Item VII.B.6a and Item VII.B.6b to add accounts designated for Deering Construction Company Inc. for Project RD2021-2 Concrete Curb and Sidewalks at Various Locations Account Numbers 09 23 4021 5777 C0021, 09 23 4021 5777 C0503, and 09 23 4021 5777 C0318.

6. Technical Correction of the Common Council Action Dated July 14, 2020, Item VII.C.7a and Item VII.C.7b to add accounts designated for The Grasso Construction Companies LLC for Project RD2020-1 Concrete Curb and Sidewalks at Various Locations Account Numbers 09 22 4021 5777 C0021, 09 22 4021 5777 C0503, 09 22 4021 5777 C031809 23 4021 5777 C0021, 09 23 4021 5777 C0503, and 09 23 4021 5777 C0318.

7. Authorize the Mayor, Harry W. Rilling, to concur with Project Authorization Letter (PAL) by the State of Connecticut Department of Transportation for State Project 102-364 West Avenue/Belden Avenue Adaptive Traffic Signal System dated May 24, 2022 and submit a demand deposit payment of \$4,345 to the Connecticut Department of Transportation.

Account No. 09 20 40 5777 C0528

Information / Discussion

A. Discussion

1. Project Status

- Rowayton Avenue Bridge Replacement
- Paving, Curbs & Sidewalks Project

B. Tree Operations and Programming

C. Monthly Solid Waste Report – March/April 2022

D. Food Scrap Drop-Off Report – March/April 2022

Adjournment

Next Meeting:

**Tuesday, July 5, 2022
Public Works Committee
7:00 P.M. Location TBD**



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

**CITY OF NORWALK
PUBLIC WORKS COMMITTEE
May 3, 2022**

ATTENDANCE: Barbara Smyth, Chairwoman; Tom Keegan; Tom Livingston; Lisa Shanahan; Nora Niedzielski-Eichner; Darlene Young (7:09p.m.), Dominique Johnson

STAFF: Vanessa Valadares, Principal Engineer; Chris Torre, Superintendent of Operations; Michael Yeosock, Principal Engineer; Garrett Bolella, Assistant Director of TMP; Greg Pacelli, TMP

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Chairwoman Smyth called the meeting to order at 7:05p.m.

ROLL CALL

Chairwoman Smyth called the Roll:

Dominique Johnson	Tom Keegan	Tom Livingston	Nora Niedzielski-Eichner
Lisa Shanahan	Darlene Young	Barbara Smyth	

At Roll Call there were six (6) Committee members present. A quorum was present. The seventh Committee Member, Darlene Young arrived at 7:09p.m.

PUBLIC INPUT

PUBLIC INPUT (GUESTS AT COMMITTEE MEETINGS MAY SPEAK TO ANY ITEM ON THE AGENDA. COMMENTS SHALL BE LIMITED TO NO MORE THAN THREE (3) MINUTES PER SPEAKER.)

There was no public participation.

NEW BUSINESS

- 1. APPROVE THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING OF TUESDAY, MAY 3, 2022.**

There was no report on this item.

****MS. SHANAHAN MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

- 2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A POLE ATTACHMENT AGREEMENT WITH THE THIRD TAXING DISTRICT, AND ANY OTHER DOCUMENTS NECESSARY FOR THE PURPOSES OF GOVERNING USE OF THE CITY'S MUNICIPAL GAINS RIGHTS ON THIRD TAXING DISTRICT UTILITY POLES.**

Ms. Valadares reported on this. The City and the Third Taxing District need to have an agreement to move some of the fiber to the new poles that would be installed. The agreement needs to be formally filed.

Mr. Livingston asked if they were City owned wires.

Ms. Valadares answered yes. The fiber fits their traffic system. She said there are two (2) major fiber loops that runs from City Hall to the Operations Center and also another one that goes back to the Yankee Doodle Garage. This particular one is all the fiber that leaves City Hall, runs on East Avenue goes into Fort Point and makes it to the garage.

****MR. LIVINGSTON MOVED THE ITEM**

****MOTION PASSED UNANIMOUSLY**

- 3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH A. VITTI EXCAVATORS, LLC, FOR PROJECT TMP2022-1 SIDEWALKS AND CURBING, HIGHLAND AVENUE SAFE ROUTES TO SCHOOL, BROOKSIDE ELEMENTARY SCHOOL AND BRIEN MCMAHON HIGH SCHOOL, FOR AN AMOUNT NOT TO EXCEED \$770,750.00.**

ACCOUNT NO. 09 20 4120 5777 C0441
 09 21 4120 5777 C0441
 09 22 4120 5777 C0441
 09 23 4120 5777 C0441

- 3B. AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY AND PARKING, TO EXECUTE ORDERS ON CONTRACT WITH A. VITTI EXCAVATORS, LLC, FOR PROJECT TMP2022-1 SIDEWALKS AND CURBING, HIGHLAND AVENUE SAFE ROUTES TO SCHOOL, BROOKSIDE ELEMENTARY SCHOOL AND BRIEN MCMAHON HIGH SCHOOL, FOR AN AMOUNT NOT TO EXCEED \$77,075.00.**

ACCOUNT NO. 09 20 4120 5777 C0441
09 21 4120 5777 C0441
09 22 4120 5777 C0441
09 23 4120 5777 C0441

Mr. Bolella reported on this. The project is approximately a mile of sidewalk. $\frac{3}{4}$ of the sidewalk is on the East Side of the roadway and $\frac{1}{4}$ is on the other side. This project will have improved crosswalk, raised crosswalk north of Brien McMahon High School, flashing beacons, 22 curb ramps, concrete curbing, asphalt sidewalks, and they will work around school schedules so they will not begin until after 6/20/22. Once this project is completed, they will have the entire corridor completed. They will also have improved school zone signage as well.

Mr. Livingston commented that this is a great project. He confirmed that this work will tie into the existing project and be the same style of concrete curb and asphalt sidewalk and match the whole thing.

Mr. Pacelli and Ms. Valadares both responded yes.

Ms. Shanahan asked about trees and if there will be any trees added on the pathway.

Mr. Pacelli responded that they try to keep the roadway width to about 30 feet. Their ultimate goal is to incorporate bi-directional bike lanes as much as they can. They were able to create amenity areas where they have put in a grass strip. The goal is to get street trees in where they can and where it will be accessible to them. Once the grass strip has been defined in the amenity area they will move as many obstructions out of the sidewalk and put that into the amenity area and put street trees as well where they could accommodate them.

****MS. SHANAHAN MOVED THE ITEM**
****MOTION PASSED UNANIMOUSLY**

INFORMATION / DISCUSSION

A. DISCUSSION

1. PROJECT STATUS

- **ROWAYTON AVENUE BRIDGE REPLACEMENT**

Ms. Valadares updated the Committee on the status of the project. The culvert should be delivered the week of Memorial Day. The reason for the delay was due to permitting. The shop drawings could not be released until all the permits were in place. The project should be finalized two to three weeks after the delivery of the culvert.

- **PAVING, CURBS & SIDEWALKS PROJECT**

Ms. Valadares updated the Committee on the status of these projects. Rowayton Avenue has been regraded. Roton Ave was milled last Thursday and paved today. She explained the testing for paving.

Mr. Livingston asked if they will be putting concrete curbs on Rowayton Avenue.

Ms. Valadares will gather that information and send it to Mr. Livingston offline. She said the rule of thumb is to put back what was the same style that was there before. She gave the Committee the names of the streets that would be paved. Curbs and sidewalks are moving forward nicely. There are two (2) contractors in town. 250 linear feet of curb has been completed. The total curb for this project is 3,80 linear foot of curb and 38 linear foot of sidewalk and about 35% complete. They are waiting for the utility company to finish the conflicts they have in some areas then they can finish the sidewalks. There was 700 linear foot of granite curb installed. This project is about 4,100 feet of curb and sidewalk is 15% complete and should be completed toward the end of June. The on-call drainage project is still going on. There are a few things they need to correct. There were some issues with the groundwater that was affecting all the asphalt on Belden Hill and so they sent out their crews to add corrugated pipe and catch basins.

Mr. Livingston asked about the sidewalk on Soundview off of Flax Hill. He asked if they were going to continue the paving up to Highland Avenue.

Ms. Valadares responded that they would stop at Soundview because they will not make it to Flax Hill Road. There are a couple of things happening on Flax Hill Road right now. Flax Hill is a long road. It is on their paving forecast as an alternate, meaning they could add it to the scope at any time. There are two (2) major things preventing them from Flax Hill Road and that is because Eversource was doing their work there and when they finish, they need to go back and restore the road. TMP has a couple of projects for that area as well that they are trying to fund so they are waiting for that. That is the reason Flax Hill Road is not on the list but not forgotten, as soon as they have the opportunity, they will do it.

Ms. Johnson asked if the work on Soundview going to be done or is it up to Soundview.

Ms. Valadares answered that the sidewalk is completed. The only section that is not completed is Cliff. Soundview goes from Flax Hill Road all the way to Cliff Street, and the whole intersection at Cliff is being modified. This is a TMP design and DPW incorporated in the project, and they are 99% done. There will be a whole connectivity between Cliff and Flax Hill now. The paving of Soundview will come after this.

Ms. Valadares explained how the utility companies or contractors take out an encroachment permit so they can dig in the road and the requirement from DPW is that they only put in temporary patches. The reason is that the trench will settle. The restoration will not happen for a few months. Utility

Companies and/or contractors pays a restoration fee, and those funds are used to redo the patch correctly.

Mr. Livingston asked if Eversource will contribute to the cost to repave Highland Avenue after they have been there.

Ms. Valadares answered that usually Eversource does its own paving. Due to the sidewalk project, Highland Avenue will be paved by the City. The City will collect the restoration fee from Eversource and add that road to the paving contract.

B. TREE OPERATIONS AND PROGRAMMING

Mr. Torre reported on this. He said they removed 13 trees on school property. They completed safety pruning on 11 parks property trees, 100 school property trees and 20 City right-of-way trees. He removed 6 tree removal posting signs as they have 5 more years of life, and those trees will be monitored every year. 21 trees were planted this month, 18 on East Avenue and three (3) at the schools. He said his goal is to plant more trees than they remove. There are 12 nomo locations that will not be mowed during the month of May.

C. MONTHLY SOLID WASTE REPORT – FEBRUARY & MARCH 2022

There was no report on this item.

D. FOOD SCRAP DROP-OFF REPORT -FEBRUARY & MARCH 2022

There was no report on this item.

Chairwoman Smyth remarked that during the upcoming Common Council Meeting on May 24, 2022, there will be a presentation from Anthony Carr, Chief of Public Works on the current flood mitigation projects that are going on around town. Woodard and Curran will also give a presentation on the flood problems and what might be done on New Canaan Avenue and the Ponus Avenue Area.

ADJOURNMENT: Ms. Shanahan motioned to adjourn.
Motion passed unanimously.
Meeting adjourned at 7:38p.m.

NEXT MEETING: **TUESDAY, JUNE 7, 2022**
PUBLIC WORKS COMMITTEE
7:00 P.M. LOCATION TBD

Memorandum

To: Members of the Public Works Committee
Members of the Common Council
Mayor Harry W. Rilling

From: Darin L. Callahan, Assistant Corporation Counsel
Ann Catino, Outside Environmental Counsel (Halloran & Sage)

Cc: Mario Coppola, Corporation Counsel
Anthony Carr, Chief of Operation and Public Works
Vanessa Valadares, Principal Engineer
Ralph Kolb, Senior Environmental Engineer

Date: June 1, 2022

Re: Request by Norwalk Land Development, LLC concerning the City of Norwalk's
Easement at 100-101 North Water Street, Norwalk, Connecticut

.....

Norwalk Land Development, LLC ("NLD"), in accordance with Section 22a-133o of the Connecticut General Statutes ("C.G.S."), has applied for an Environmental Land Use Restriction ("ELUR") upon land it owns at 100-101 North Water Street ("Subject Property") as a mechanism for complying with environmental laws in lieu of other abatement activities. In order for NLD to satisfy the statutory and regulatory requirements for issuance of an ELUR by the Department of Energy and Environmental Protection ("DEEP"), NLD must first obtain a subordination agreement¹ from any and all encumbrancers (e.g. - easement holders) holding an interest in the Subject Property.

(b) (1) No owner of land may record an environmental land use restriction on the land records of the municipality in which such land is located unless he simultaneously records documents which demonstrate that each person holding an interest in such land or any part thereof, including without limitation each mortgagee, lessee, lienor and encumbrancer, irrevocably subordinates such interest to the environmental land use restriction, provided the commissioner may waive such requirement if he finds that the interest in such land is so minor as to be unaffected by the environmental land use restriction. The commissioner shall waive the requirement to obtain subordination agreements for any interest in land that, when acted upon, is not capable of creating a condition contrary to any purpose of such environmental land use restriction. An environmental land use restriction shall run with land, shall bind the owner of the land and his successors and assigns, and shall be

¹ A subordination agreement is an agreement to alter the natural priority of interests in land such that a prior-in-right interest holder's interest in land becomes subject to a subsequent-in-right interest holders interest in land by an agreement commonly referred to as a "subordination agreement."

enforceable notwithstanding lack of privity of estate or contract or benefit to particular land.

Conn. Gen. Stat. § 22a-1330(b)(1).

The City of Norwalk ("City") holds a general utility easement upon, over and under the Subject Property recorded in Volume 7920, Page 329 of the Norwalk Land Records.

I, in coordination with the Public Works Department (Vanessa Valadares), have worked with NLD representatives to address the request. Subject to required public approvals, the Parties appears to generally be in agreement that the form and substance of subject Subordination Agreement. See, Exhibit 1

Based on the forgoing, we are recommending the following:

AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A SUBORDINATION AGREEMENT AND SUCH OTHER DOCUMENTS INCIDENTAL THERETO WITH NATIONAL LAND DEVELOPMENT, LLC WITH RESPECT TO THE CITY'S GENERAL UTILITY EASEMENT RECORDED IN VOL. 7920, PAGE 329 OF THE NORWALK LAND RECORDS AND IN CONNECTION WITH NATIONAL LAND DEVELOPMENT, LLC'S ELUR APPLICATION TO DEEP.

EXHIBIT 1

Deborah R. Brancato
Partner
Phone: 203.252.2648
Fax: 203.325.8608
dbrancato@carmodylaw.com
1055 Washington Boulevard
4th Floor
Stamford, CT 06901

May 31, 2022

VIA E-MAIL

Darin L. Callahan
Assistant Corporation Counsel
City of Norwalk
125 East Avenue
Norwalk, CT 06851
dcallahan@norwalkct.org

Re: Application for Environmental Land Use Restriction ("ELUR") for property located at 100-101 North Water Street, Norwalk, CT
Request for Certification of Subordination Agreement/Subordination

Dear Darin:

Further to our discussions, I am writing to request the City's review and approval of the enclosed Certification of Agreement to Subordinate an Interest to an Environmental Land Use Restriction ("Certification"), and Subordination Agreement ("Subordination") related to the SoNo Collection property located at 100-101 North Water Street (MBL 2-18-3) (the "Property"), on behalf of Norwalk Land Development, LLC (the "Owner").

Owner is seeking an Environmental Land Use Restriction ("ELUR") from the Commissioner of the State of Connecticut Department of Energy and Environmental Protection ("DEEP"), in connection with completing remediation of the Property pursuant to certain obligations under the Connecticut Property Transfer Act, C.G.S. Sec. 22a-134 et seq.

As additional background relating to the ELUR, please be advised the Owner will likely be seeking DEEP approval of the following restrictions and obligations:

- (1) A Residential Activity – Soil (Non-PCBs) Restriction and Obligation, pursuant to R.C.S.A. section 22a-133k-2(b)(2)(A). This restriction will encompass the entire Property and will prohibit residential activity at the Property as defined in R.C.S.A. section 22a-133k-1(a)(76) and limit access to the Property to individuals working at or temporarily

Darin Callahan, Assistant Corporation Counsel
Page 2 of 3
May 31, 2022

visiting the Property for industrial/commercial activity as defined in R.C.S.A. section 22a-133k-1(a)(40).

- (2) An Inaccessible Soil (Non-PCBs) Restriction and Obligation, pursuant to R.C.S.A. section 22a-133k-2(b)(3)(B), which will extend under the footprint of the building located on the Property and prohibit the disturbance of the building, requiring the Property Owner to ensure the concrete floor and foundation are maintained in good condition, free of gaps or cracks that could expose the inaccessible soil.

In connection with a request for an ELUR, DEEP requires that any interests in property capable of creating a condition contrary to the purpose of such ELUR be subordinated by such interest holder. As detailed in the enclosed materials, it appears the City is currently an interest holder of a certain utility easement on the Property, as follows:

- General Utility Easement reserved in a deed from the City of Norwalk dated October 31, 2013 and recorded in Volume 7920 at Page 329 of the Norwalk Land Records; as shown on Survey entitled Condominium Survey Plan - Level L1 dated June 26, 2018 prepared by Langan, New Haven, CT Project No. 140104001.

(the "City's Easement"). The City's Easement may be subject to the restrictions in the DEEP-approved ELUR and capable of being contrary to such restrictions currently contemplated for the Property, in particular, the proposed prohibition on disturbance of certain inaccessible soil.

Accordingly, we respectfully request that the City review and approve the enclosed Certification, (under which the City would agree to subordinate the City's Easements to the ELUR), and proposed Subordination.

Further to this request, enclosed herewith for your review and consideration are the following materials:

- The proposed Certification of Agreement to Subordinate an Interest to an Environmental Land Use Restriction;
- A copy of the currently proposed draft Declaration of ELUR (including draft Exhibit B EUR Opinion forms describing the proposed restrictions and draft Exhibit C ELUR survey);
- A copy of the City's Easement;
- A Subordination Agreement form that I understand is agreeable to the City.

Darin Callahan, Assistant Corporation Counsel
Page 3 of 3
May 31, 2022

We are happy to discuss any of this further should have any questions or require additional information, and I look forward to the City's review of the matter.

Sincerely,



Deborah R. Brancato

Enclosures

cc: Elizabeth C. Barton, Esq., Day Pitney LLP (counsel to Norwalk Land Development, LLC)
Brianna E. Tibett, Esq., Day Pitney LLP (counsel to Norwalk Land Development, LLC)
Maria Scherer, Associate General Counsel, Legal Real Estate Retail, Brookfield Properties

Norwalk Land Development, LLC
Attn: Elizabeth C. Barton, Esq.
Day Pitney LLP
242 Trumbull Street
Hartford, CT 06103

Re: Environmental Land Use Restriction
100-101 North Water Street
Norwalk, CT

**Certification of Agreement to Subordinate an Interest to an
Environmental Land Use Restriction**

The City of Norwalk, is the owner of the interest recorded at Volume 7920, Page 329 of the municipal land records of Norwalk, Connecticut in a parcel of real property known as 100-101 North Water Street, Norwalk, Connecticut which is currently owned by Norwalk Land Development, LLC. I, the Honorable Harry W. Rilling, Mayor of the City of Norwalk, am authorized to enter into agreements on behalf of the City of Norwalk and have reviewed the draft subordination agreement, attached hereto, to the proposed Environmental Land Use Restriction (ELUR) also attached hereto, dated 5/31/2022.

In accordance with section 22a-133q-2(b)(6) of the Connecticut General Statutes, the City of Norwalk agrees, for the benefit of Norwalk Land Development, LLC and the Commissioner of the Department of Energy and Environmental Protection, to execute the draft subordination agreement, for recordation on the Norwalk Land Records simultaneously with the ELUR, except that, if any substantive change is made to the restrictions or obligations set out in the proposed ELUR after the date of this agreement, the City of Norwalk shall not be required to execute the draft agreement and subordinate to such modified ELUR.

Printed:
Title:

Date

Instructions: Any ELUR pursuant to the Environmental Use Restriction Regulations ("EUR regulations") shall be in the following template.

This template shall be used for any ELUR approved by the Commissioner or a LEP pursuant to the EUR regulations. The appropriate information shall be inserted into the *text boxes*.

Instructions which are included in *italicized grey text* and non-applicable options shall be deleted prior to signature.

SURVEYS SHOULD BE RECORDED PRIOR TO RECORDATION OF THE ELUR DOCUMENTS.

After Recording Return to:

Connecticut Department of Energy and Environmental Protection
Environmental Use Restriction Coordinator
Bureau of Water Protection and Land Reuse
Remediation Division
79 Elm Street
Hartford, Connecticut 06106-5127
Re: 1597

**DECLARATION OF ENVIRONMENTAL LAND USE RESTRICTION AND GRANT OF
EASEMENT**

This Declaration of Environmental Land Use Restriction ("ELUR") and Grant of Easement is made this ____ day of _____, 20____, between Norwalk Land Development, LLC (the "Grantor") and the Commissioner of the Department of Energy and Environmental Protection of the State of Connecticut (the "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the Owner in fee simple of certain real property (the "Property") described below:

Street address: 100-101 North Water Street (formerly known as 1 Putnam Avenue and 63 West Avenue)
City/Town: Norwalk, CT
State: Connecticut
Assessor's Map: 2-18-3-0 And/or Assessor's Account Number: NA
Volume and Page of Deed: <i>Volume and Page of Deed</i>

A description of the Property is attached hereto as Exhibit A, which is made a part hereof;
and

WHEREAS, this Declaration of Environmental Land Use Restriction and Grant of Easement ("ELUR") and associated exhibits identified herein, collectively represent the ELUR for the subject property, and

WHEREAS, the Grantee has the authority to enter into this ELUR pursuant to sections 22a-5, 22a-6, and 22a-133o et seq. of the Connecticut General Statutes and Section 22a-133q-1 to 22a-133q-9, inclusive, of the Regulations of Connecticut State Agencies ("EUR regulations");
and

WHEREAS, the Grantee has determined that the ELUR set forth below is consistent with regulations adopted pursuant to section 22a-133k of the Connecticut General Statutes; and

WHEREAS, the Grantee has determined that this ELUR will effectively protect human health and the environment from the hazards of pollution on the Property; and

WHEREAS, the Grantee's written acceptance of this ELUR is evidenced by the signature of the Commissioner or Commissioner's designee below; and

WHEREAS, the EUR opinion attached hereto as Exhibit B which is made a part hereof, includes the information required by section 22a-133q-5 of the Regulations of Connecticut State Agencies; and

WHEREAS, the Property or portion thereof that is subject to this ELUR (the "Subject Area") and identified in the survey attached hereto as Exhibit C which is made a part hereof, contains pollutants; and

WHEREAS, to prevent exposure to, or migration of, such pollutants and to abate hazards to human health and the environment, and in accordance with the EUR opinion, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the Subject Area, and to grant this ELUR to the Grantee on the terms and conditions set forth below; and

WHEREAS, Grantor intends that such restrictions shall run with the land and be binding upon and enforceable against Grantor and Grantor's successors and assigns.

NOW, THEREFORE, Grantor agrees as follows:

1. Purpose. In accordance with the EUR opinion, the purpose of this ELUR is to assure that the use and activity at the Property and the Subject Area is restricted, obligations are carried out, and conditions maintained in accordance with the requirements of the EUR opinion, attached hereto as Exhibit B.

2. Restrictions and Obligations Applicable to the Subject Area. In furtherance of the purposes of this ELUR, Grantor shall assure that use, occupancy, and activity of and at the Subject Area are conducted in accordance with the EUR opinion attached hereto as Exhibit B. The Grantor shall fulfill the obligations and maintain the conditions necessary to meet the objectives of the ELUR in accordance with the requirements of the EUR opinion attached hereto as Exhibit B. Such restrictions shall remain in effect unless and until a release is obtained under paragraph 5 below.

3. Except as provided in paragraphs 4 and 5 below, no action shall be taken, allowed, suffered, or omitted if such action or omission is reasonably likely to:

i. Create a risk of migration of pollutants or a potential hazard to human health or the environment; or

ii. Result in a disturbance of the integrity of any engineered controls or remedies designed

or utilized at the Subject Area to contain pollutants or limit human exposure to pollutants.

4. Emergencies. In the event of an unforeseen combination of circumstances or the resulting state that calls for immediate action to prevent a significant risk to human health or the environment, the destruction of property, or the disruption of public utility service, the application of paragraphs 2 and 3 above may be suspended, provided such risk cannot be abated without suspending said paragraphs and the Grantor:

- i. Immediately notifies the Grantee of the emergency;
- ii. Limits both the extent and duration of the suspension to the minimum reasonably necessary to adequately respond to the emergency;
- iii. Implements all measures necessary to limit actual and potential present and future risk to human health and the environment resulting from such suspension; and
- iv. After the emergency is abated, implements a plan approved in writing by the Grantee, on a schedule approved by the Grantee, to ensure that the Subject Area is remediated in accordance with sections 22a-133k-1 to 22a-133k-3, inclusive, of the Regulations of Connecticut State Agencies and restored to the condition described in the ELUR.

5. Release of ELUR; Temporary Allowable Disturbance. Except as provided in paragraph 4, the Grantor shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of any Subject Area inconsistent with this ELUR unless and until, either:

- i. A Temporary Allowable Disturbance is implemented in accordance with section 22a-133q-6 of the Regulations of Connecticut State Agencies, or
- ii. A release has been approved by the Grantee in accordance with section 22a-133q-7 of the Regulations of Connecticut State Agencies.

6. Grant of Easement to the Grantee. Grantor hereby grants and conveys to the Grantee, the Grantee's agents, contractors, and employees, and to any person performing pollution remediation activities under the direction thereof, a non-exclusive easement (the "Easement") over the Subject Area and over such other parts of the Property as are necessary for access to the Subject Area or for carrying out any actions to abate a threat to human health or the environment associated with the Subject Area. Pursuant to this Easement, the Grantee, the Grantee's agents, contractors, and employees, and any person performing pollution remediation activities under the direction thereof, may enter upon and inspect the Property and perform such investigations and actions as the Grantee deems necessary for any one or more of the following purposes:

- i. Ensuring that use, occupancy, and activities of and at the Property are consistent with this ELUR;
- ii. Ensuring that any remediation implemented complies with sections 22a-133k-1 to 22a-133k-3, inclusive, of the Regulations of Connecticut State Agencies;
- iii. Performing any additional investigations or remediation necessary to protect human health and the environment;

iv. Ensuring that the Grantor is fulfilling the obligations of the ELUR and maintaining the conditions necessary to meet the purposes of the ELUR; and

v. Ensuring the structural integrity of any engineered controls described in Exhibit B and their continuing effectiveness in containing pollutants and limiting human exposure to pollutants.

7. Notice and Time of Entry onto Property. Entry onto the Property by the Grantee pursuant to this Easement shall be upon reasonable notice and at reasonable times, provided that entry shall not be subject to these limitations if the Grantee determines that immediate entry is necessary to protect human health or the environment.

8. Notice to Lessees and Other Holders of Interests in the Property. Grantor, or any future holder of any interest in the property, shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this ELUR. The failure to include such provision shall not affect the enforceability, validity or applicability to the Property of this ELUR.

9. At least 30 days prior to transferring an interest in the property, the Grantor shall submit to the potential purchaser a complete copy of the EUR and copies of all documents required to be retained by the Owner pursuant to section 22a-133q-9 of the Regulations of Connecticut State Agencies.

10. Persons Entitled to Enforce Restrictions. The restrictions in this ELUR on use, occupancy, and activity of and at the Property shall be enforceable in accordance with section 22a-133p of the Connecticut General Statutes.

11. Severability and Termination. If any court of competent jurisdiction determines that any provision of this ELUR is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect. Further, in either case, the Grantor shall submit a copy of this restriction and of the Judgment of the Court to the Grantee.

12. Binding Effect. All of the terms, covenants and conditions of this ELUR shall run with the land and shall be binding on the Grantor, the Grantor's successors and assigns, and any other party entitled to possession or use of the Property during such period of ownership or possession.

13. Terms Used Herein. The definitions of terms used herein shall be the same as the definitions contained in sections 22a-133k-1 and 22a-133q-1 of the Regulations of Connecticut State Agencies as said sections existed on the date of execution of this ELUR.

14. Burden of Proof. With respect to any claim or cause of action asserted by the Grantee against the Grantor under this ELUR, the Grantor shall bear the burden of proving that any activities at the subject area do not or will not violate the restrictions imposed by this ELUR, that the obligations of the ELUR have been carried out, and that conditions at the Subject Area have been maintained in accordance with the requirements of the EUR opinion. The Grantor, or its successors in interest, shall be responsible for demonstrating that use on the property is in conformity with the ELUR.

15. Inspections. The Grantor or its successors and assigns shall perform or cause to be performed the inspections required by section 22a-133q-8 of the Regulations of Connecticut State Agencies. If the required inspection indicates non-compliance with the ELUR, the Grantor or its successors and assigns shall take the action required by section 22a-133q-8 of the Regulations of Connecticut State Agencies.

16. Non-Waiver. No failure on the part of the Grantee at any time to require performance of any term of this ELUR shall be taken or held to be a waiver of such term or in any way affect the Grantee's rights to enforce such term.

17. Nothing in this ELUR shall affect the Grantee's authority to institute any proceeding, or take any action to prevent or abate pollution, to recover costs and natural resource damages, and to impose penalties for violations of law or violations of this ELUR. If at any time the Grantee determines that the ELUR does not protect human health and the environment from the hazards of pollution, the Grantee may institute any proceeding, or take any action to require further investigation or further action to prevent or abate pollution. The approval of this ELUR relates only to pollution or contamination identified in the EUR opinion attached hereto as Exhibit B of this ELUR.

18. The Grantor shall retain copies of all documents related to this ELUR as required by section 22a-133q-9 of the Regulations of Connecticut State Agencies.

19. DEEP Contact Information. Any document required to be submitted to DEEP pursuant to this ELUR shall, unless otherwise specified in writing by DEEP, be directed to:

Connecticut Department of Energy and Environmental Protection
Environmental Use Restriction Coordinator
Bureau of Water Protection and Land Reuse
Remediation Division
79 Elm Street
Hartford, Connecticut 06106-5127
Re: 1597

Signature Page Follows

By signing below the undersigned certifies that:

- i. He or she is fully authorized to sign this ELUR.
- ii. The Grantor has the power and authority to enter into this ELUR, to grant the restrictions, fulfill the obligations, and maintain the conditions necessary to meet the objectives of the ELUR in accordance with the requirements of the EUR opinion attached hereto and made a part hereof as Exhibit B.

In witness whereof, the undersigned has/have executed this ELUR this ____ day of _____, 20____.

If for an entity:

Witnessed by:	Norwalk Land Development
Signature of Witness 1	By:
Printed/typed name of Witness 1	Printed/typed name of authorized signatory for the entity It's duly authorized <i>Title of Signatory</i>
Signature of Witness 2	
Printed/typed name of Witness 2	

Mailing Address:
Street Address: 100 – 101 North Water Street
City/Town: Norwalk, CT
State and Zip Code: CT 06854

State of _____
County of _____

On this ____ day of _____, 20____ before me, _____,
the undersigned officer, personally appeared *Name of officer*, who acknowledged himself/herself
to be the *Title of officer* of *Name of limited liability company*, a (member managed or manager
managed) limited liability company, and that he/she, as such *Title of officer*, being authorized to
do so, executed the foregoing instrument for the purposes therein contained, by signing the
name of the limited liability company by himself/herself as *Title of officer*.

In witness whereof I hereunto set my hand.

Choose an item

Date Commission Expires:

Grantee: The Grantee, the Commissioner of Energy and Environmental Protection or by the
Commissioner's designee, *Choose an item*.

By: _____

Date: _____

Printed/typed name: _____

Its Duly Authorized: *Choose an item*

Mailing Address:

Connecticut Department of Energy and Environmental Protection
Environmental Use Restriction Coordinator
Bureau of Water Protection and Land Reuse
Remediation Division
79 Elm Street
Hartford, Connecticut 06106-5127
Re: *REM ID#*.

Exhibit A. Parcel Description (Metes and Bounds)

Norwalk Land Development
100-101 North Water Street
Norwalk, CT

The Parcel Description (Metes and Bounds as derived from Exhibit C. ELUR Survey. "Legal Description" from the Deed may also be included) is as follows:

Enter Text or Copy/Paste from a Word Document

BEING THE SAME property described in Exhibit C. ELUR Survey recorded on the Land Records in the Town of _____ as Map(s) # _____.

Exhibit B. Environmental Use Restriction Opinion Overview

Property/Facility Name: The SoNo Collection REM 1597

Grantor Legal Name: Norwalk Land Development, LLC c/o Brookfield Properties Inc.

Address: 100-101 North Water Street (formerly known as 1 Putnam Avenue and 63 West Avenue)

City/Town: Norwalk

An Environmental Use Restriction (EUR) can be either an Environmental Land Use Restriction (ELUR) or Notice of Activity and Use Limitation (NAUL). The EUR Opinion is in accordance with section 22a-133q-5 of the Regulations of Connecticut State Agencies (RCSA) and consists of this overview, the attached restriction and obligation forms, and the table below titled "Summary of EUR Restrictions and Affirmative Obligations". The EUR opinion satisfies the requirement to prepare a NAUL Decision Document specified in section 22a-133o(c)(5)(B) of the Connecticut General Statutes (CGS).

The purpose of this EUR Opinion is to:

- Identify historic industrial/commercial activity on the parcel;
- Describe why the restriction and affirmative obligation was chosen for the conditions present in the subject area;
- Describe the restriction and affirmative obligation imposed by the EUR at the Subject Area as defined in RCSA section 22a-133k-1(a)(88);
- Describe how compliance with the EUR restriction and affirmative obligation will ensure compliance with the Remediation Standard Regulations (RSRs) section 22a-133k-1 to 22a-133k-3 of the RCSA; and
- For NAULs only: Describe any activities and uses permitted and inconsistent with maintaining compliance with such NAUL.

"I certify the contents of the EUR opinion are accurate and complete; and each restriction and affirmative obligation to be imposed by the EUR is consistent with the RSRs and is protective of human health and the environment."

Date

LEP Printed Name: Mitchell Wiest

Information for Licensed Environmental Professional: Title: Principal Hydrogeologist Company: Roux Associates, Inc. Street Address: 12 Gill Street City/Town: Woburn State and Zip Code: MA 01801	Affix LEP Stamp:
--	------------------

Historic Industrial/Commercial Activity on the Parcel:

Historically, the parcels of land that comprise the Site were used for residential, commercial, and industrial uses including residential apartment buildings and dwellings, gasoline filling stations, automobile dealerships, limousine service, waste hauler and storage, retail stores, and offices. These facilities were demolished in 2007 through 2008, and the tax lots were re-configured to accommodate redevelopment plans previously proposed by the prior Site owner, 95/7 Ventures, LLC (95/7 Ventures). Three of the 30 former tax lots, previously known as 35-37 Putnam Avenue (Testa Construction and County Environmental Systems), 51 West Avenue (Maritime Motors) and 141 West Avenue (Texaco Service Station) each met the definition of an "Establishment" triggering compliance with the Connecticut Property Transfer Act (Transfer Act) as described in Environmental Conditions Assessment Forms (ECAFs) and Transfer Act Form IIIs filed between 1997 and 2013 by the previous owners of these properties. The remaining parcels of land were investigated and, where required, remediated in accordance with CT DEEP's Voluntary Remediation Program (RCSA Section 22a-133y). Most recently, as described in Section 1 of the November 2015 RAP, the 30 former tax parcels that comprise the Site, including the three formerly identified Establishments, were combined into one site during the most recent Form III Transfer Act filing. On April 1, 2014, CT DEEP acknowledged this Form III Transfer Act filing and assigned one Remediation Identification Number to the Site (REM ID 1597). A large regional shopping mall opened at the Site following completion of remedial activities during the period of May 2016 through October 2019, as documented in the Remedial Action Report dated December 4, 2020. Soils remaining on site with concentrations exceeding Direct Exposure Criteria are all located beneath the new mall buildings. No soils exceeding applicable Pollutant Mobility Criteria remain. No groundwater related restrictions are required.

Summary of EUR Restrictions and Affirmative Obligations

This EUR Opinion consists of the following restriction(s), for which the applicable individual Restriction and Obligation Forms are attached. The location of the Subject Area(s) are depicted on the survey.

When final, only the applicable forms will be recorded on the municipal land records. The remaining non-applicable restrictions should be deleted prior to recording the EUR on the land records.

Restriction and Obligation Form	Applicable Criteria Exceeded	Pollutants at concentrations greater than applicable criteria	Extent of pollutants greater than applicable criteria
Residential Activity – Soil (Non-PCBs) 22a-133k-2(b)(2)(A)	Soil ☒ RDEC	☐ VOCs ☐ Metals ☒ PAHs ☐ SVOCs ☒ Petroleum Hydrocarbons ☐ Pesticides ☐ Other	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:
Residential Activity – Soil (PCBs) 22a-133k-2(b)(2)(B) *ELUR Only	Soil ☐ RDEC	☐ PCBs	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:
Inaccessible Soil (Non-PCBs) 22a-133k-2(b)(3)(B)	Soil ☒ RDEC ☒ I/C DEC	☐ VOCs ☐ Metals ☒ PAHs ☐ SVOCs	The horizontal extent of the pollutants is limited to the Subject Area.

Soil Restrictions

Restriction and Obligation Form	Applicable Criteria Exceeded	Pollutants at concentrations greater than applicable criteria	Extent of pollutants greater than applicable criteria
		☒ Petroleum Hydrocarbons ☐ Pesticides ☐ Other	The vertical extent of the pollutants is: <i>Identify minimum and maximum depths of the pollutants in relation to referent points below.</i> ☐ Ground Surface ☐ Paved Surface ☐ Building Slab ☒ Permanent Structures ☐ Other
Inaccessible Soil and Residential Activity (PCBs) 22a-133k-2(b)(4)(A) *ELUR Only	Soil ☐ RDEC ☐ I/C DEC	☐ PCBs	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is: <i>Identify minimum and maximum depths of the pollutants in relation to referent points below.</i> ☐ Ground Surface ☐ Paved Surface ☐ Building Slab ☐ Permanent Structure ☐ Other Reference Point
Soil Polluted with Pesticides (Residential Activity) 22a-133k-2(b)(6)(A)	Soil ☐ RDEC ☐ I/C DEC	☐ Pesticides	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is: <i>Identify minimum and maximum depths of the pollutants in relation to referent points below.</i> ☐ Ground Surface ☐ Paved Surface ☐ Building Slab ☐ Permanent Structure ☐ Other Reference Point
Soil Polluted with Pesticides (Industrial / Commercial Activity) 22a-133k-2(b)(6)(B)	Soil ☐ RDEC ☐ I/C DEC	☐ Pesticides	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is: <i>Identify minimum and maximum depths of the</i>

Soil Restrictions

Restriction and Obligation Form	Applicable Criteria Exceeded	Pollutants at concentrations greater than applicable criteria	Extent of pollutants greater than applicable criteria
			<i>pollutants in relation to referent points below.</i> ☐ Ground Surface ☐ Paved Surface ☐ Building Slab ☐ Permanent Structure ☐ Other Reference Point
Environmentally Isolated Soil 22a-133k-2(c)(5)(A)	Soil ☐ GA PMC ☐ GB PMC	☐ VOCs ☐ Metals ☐ PAHs ☐ SVOCs ☐ Petroleum Hydrocarbons ☐ Pesticides ☐ Other	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:
Alternative Release-Specific Direct Exposure Criteria 22a-133k-2(d)(2)(C)	Soil ☐ RDEC ☐ I/C DEC	☐ VOCs ☐ Metals ☐ PAHs ☐ SVOCs ☐ Petroleum Hydrocarbons ☐ Pesticides ☐ Other	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:
Widespread Polluted Fill Variance ☐ LEP Certification ☐ Commissioner Approval 22a-133k-2(f)(1)(D)	Soil ☐ GA PMC ☐ GB PMC	☐ VOCs ☐ Metals ☐ PAHs ☐ SVOCs ☐ Petroleum Hydrocarbons ☐ Pesticides ☐ Other	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is: <i>Identify minimum and maximum depths of the pollutants in relation to referent points below.</i> ☐ Ground Surface ☐ Paved Surface ☐ Building Slab ☐ Permanent Structure ☐ Other Reference Point
Engineered Control Variance – LEP Certification 22a-133k-2(f)(2)(B)	Soil ☐ RDEC ☐ I/C DEC	☐ VOCs ☐ Metals ☐ PAHs ☐ SVOCs ☐ Petroleum Hydrocarbons ☐ Pesticides ☐ Other	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is: <i>Identify minimum and maximum depths of the pollutants in relation to referent points below.</i> ☐ Ground Surface

Soil Restrictions

Restriction and Obligation Form	Applicable Criteria Exceeded	Pollutants at concentrations greater than applicable criteria	Extent of pollutants greater than applicable criteria
			☐ Paved Surface ☐ Building Slab ☐ Permanent Structure ☐ Other Reference Point
Engineered Control Variance – Commissioner Approval 22a-133k-2(f)(2)(C)	Soil ☐ RDEC ☐ I/C DEC ☐ GA PMC ☐ GB PMC	☐ VOCs ☐ Metals ☐ PAHs ☐ SVOCs ☐ Petroleum Hydrocarbons ☐ Pesticides ☐ Other	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is: <i>Identify minimum and maximum depths of the pollutants in relation to referent points below.</i> ☐ Ground Surface ☐ Paved Surface ☐ Building Slab ☐ Permanent Structure ☐ Other Reference Point

NAPL Restrictions

Restriction and Obligation Form	Applicable Criteria Exceeded	Pollutants at concentrations greater than applicable criteria	Extent of pollutants greater than applicable criteria
Non-Aqueous Phase Liquids (NAPL) Variance 22a-133k-2(g)(3)(B) *ELUR Only	☐ NAPL is present		The horizontal extent of the NAPL is limited to the Subject Area. The vertical extent of the NAPL is:

Groundwater Restrictions

Restriction and Obligation Form	Applicable Criteria Exceeded	Pollutants at concentrations greater than applicable criteria	Extent of pollutants greater than applicable criteria
Residential Activity – Groundwater 22a-133k-3(c)(1)(B) 22a-133k-3(c)(2)(A) 22a-133k-3(c)(2)(B)	Groundwater ☐ RVC Soil Vapor ☐ RSVVC	☐ VOCs ☐ Petroleum Hydrocarbons ☐ Other	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:
Vapor Mitigation 22a-133k-3(c)(3)(C)	Groundwater ☐ RVC ☐ I/C VC	☐ VOCs ☐ Petroleum Hydrocarbons ☐ Pesticides ☐ Other <i>Pollutant</i>	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:
Alternative Release-Specific Volatilization Criteria Alternative Method of Demonstrating Compliance with Volatilization Criteria 22a-133k-3(c)(4)(C)	Groundwater/Soil Vapor ☐ RVC ☐ I/C VC ☐ RSVVC ☐ I/C SVVC	☐ VOCs ☐ Petroleum Hydrocarbons ☐ Other <i>Pollutant</i>	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:
No Build Restriction 22a-133k-3(c)(5)(C)	Groundwater ☐ RVC ☐ I/C VC <i>Subject Area</i>	☐ VOCs ☐ Petroleum Hydrocarbons ☐ Other <i>Pollutant</i>	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:
Indoor Air Monitoring 22a-133k-3(c)(6)(B) *ELUR Only	Groundwater ☐ RVC ☐ I/C VC <i>Subject Area</i>	☐ VOCs ☐ Petroleum Hydrocarbons ☐ Other <i>Pollutant</i>	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:
Technical Impracticability Variance 22a-133k-3(e)(2)(E) *ELUR Only	Groundwater ☐ GWPC ☐ SWPC	☐ VOCs ☐ Metals ☐ PAHs ☐ SVOCs ☐ Petroleum Hydrocarbons ☐ PCBs ☐ Other <i>Pollutant</i>	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:
Groundwater Polluted with Pesticides 22a-133k-3(g)(7)	Groundwater ☐ GWPC ☐ SWPC ☐ RVC ☐ I/C VC	☐ Pesticides	The horizontal extent of the pollutants is limited to the Subject Area. The vertical extent of the pollutants is:

Acronym List

NAPL: non-aqueous phase liquid

PAHs: polycyclic aromatic hydrocarbons

PCBs: polychlorinated biphenyls

SVOCs: semi-volatile organic compounds

VOCs: volatile organic compounds

RDEC: residential direct exposure criteria

I/C DEC: industrial/commercial direct exposure criteria

PMC: pollutant mobility criteria

RSVVC: residential soil vapor volatilization criteria

I/C SVVC: industrial/commercial soil vapor volatilization criteria

GWPC: groundwater protection criteria

SWPC: surface water protection criteria

RVC: residential volatilization criteria

I/C VC: industrial/commercial volatilization criteria

LEP: Licensed Environmental Professional

Commissioner: Commissioner of the Department of Energy and Environmental Protection

Exhibit B. EUR Opinion

Residential Activity Restriction and Obligation - Soil (Non-PCBs)

In accordance with RCSA section 22a-133k-2(b)(2)(A) polluted soil at a release area that is less than fifteen feet below the ground surface may be remediated so that the concentrations of substances in such soil other than PCBs are equal to or less than the industrial/commercial direct exposure criteria as defined in RCSA section 22a-133k-1(a)(41) provided an EUR is in effect for the Subject Area (the entire parcel). This EUR is in the form of an ELUR.

Restrictions and Obligations Applicable to the Subject Area

In accordance with RCSA section 22a-133k-2(b)(2)(A)(iii), the Grantor shall ensure that use, occupancy, and activity of and at Subject Area(s) **A and B** as depicted on Exhibit C of this EUR are restricted and obligations complied with as follows:

- Residential activity as defined in RCSA section 22a-133k-1(a)(76) is prohibited; and
- Access to the parcel is limited to individuals working at or temporarily visiting the subject parcel for industrial/commercial activity as defined in RCSA section 22a-133k-1(a)(40).

The Subject Area **A and B in total** is the entire parcel as depicted on Exhibit C. EUR Survey, and further described in Exhibit A. Parcel Description (Metes and Bounds).

Type of Substances at the Subject Area

PAHs and Extracable Total Petroleum Hydrocarbons

How Compliance with the Restrictions and Obligations Will Ensure Future Compliance with the RSRs at the Subject Area

Compliance with the restrictions are necessary to adequately protect human health and the environment.

If the Subject Area is used for residential activities the substance(s) present in the soil at the Subject Area may pose an unacceptable risk to human health.

If access to the Subject Area is not limited to individuals working at or temporarily visiting the subject parcel for industrial/commercial activity, the substance(s) present in the soil at the Subject Area may pose an unacceptable risk to human health.

Provided the Subject Area is not used for residential activities in accordance with RCSA section 22a-133k-2(b)(2)(A) and access to the parcel is limited to individuals working at or temporarily visiting the parcel for industrial/commercial activity, as required by the EUR, the substance(s) present in soil at the Subject Area do not pose an unacceptable risk to human health.

Reasons Why the Restrictions and Obligations Chosen are Appropriate for the Conditions Present at the Subject Area

The restriction or limitation is consistent with the RSRs because:

- The current condition of the Subject Area and parcel is in compliance with the restrictions and obligations of this EUR, which prohibits residential activity;
- Access to the parcel containing such release area is limited to individuals working at or temporarily visiting the parcel for industrial/commercial activity activities; and
- Polluted soil is remediated at the Subject Area to a concentration at which the Industrial/Commercial Direct Exposure Criteria for soil for each substance (except for PCBs) is met.

Exhibit B. EUR Opinion

Inaccessible Soil Restriction and Obligation (Non-PCBs)

In accordance with RCSA section 22a-133k-2(b)(3) inaccessible soil, as defined in RCSA section 22a-133k-1(a)(39) at a release area that is less than fifteen feet below the ground surface is not required to be remediated to the applicable direct exposure criteria provided an EUR is in effect for the Subject Area. This EUR is in the form of an ELUR.

Pursuant to RCSA Section 22a-133k-1(a)(39):

☐ The inaccessible soil is polluted soil which is more than four (4) feet below the ground surface.

or

☒ NA

Restrictions and Obligations Applicable to the Subject Area

In accordance with RCSA section 22a-133k-2(b)(3), the Grantor shall ensure that use, occupancy, and activity at the Subject Area(s) **Subject Area** as depicted on Exhibit C of this EUR are restricted and obligations complied with as follows:

☐ Option A – No Disturbance or ☒ NA

The following restrictions and obligations apply to Subject Area **Subject Area**:

- The soil rendered inaccessible shall not be exposed as a result of (including but not limited to): excavation, demolition, other intrusive activities, or natural occurrences;
- Soil used to render polluted soil inaccessible shall be maintained and immediately replaced, as needed to maintain the four feet of soil cover and topography of the ground surface; and
- Bituminous or reinforced concrete used to render polluted soil inaccessible shall be maintained in good condition.

☐ Option B – Limited Disturbance or ☒ NA

The following restrictions and obligations apply to Subject Area **Subject Area**:

- The polluted soil rendered inaccessible is at a depth of **Enter Depth** feet or more below the ground surface;
- The soil rendered inaccessible shall not be exposed as a result of (including but not limited to): excavation, demolition, other intrusive activities, or natural occurrences at depths of greater than **Enter Depth** below the ground surface;
- Soil used to render polluted soil inaccessible shall be maintained and immediately replaced, as needed to maintain the four feet of soil cover and topography of the ground surface; and
- Bituminous or reinforced concrete used to render polluted soil inaccessible shall be maintained in good condition.

Pursuant to RCSA Section 22a-133k-1(a)(39):

☐ The inaccessible soil is polluted soil which is more than two (2) feet below a paved ground surface comprised of bituminous concrete that, at a minimum, is three (3) inches thick or reinforced concrete that, at a minimum, is four (4) inches thick.

or

☒ NA

Restrictions and Obligations Applicable to the Subject Area

In accordance with RCSA section 22a-133k-2(b)(3) the Grantor shall ensure that use, occupancy, and activity at Subject Area(s) **Subject Area** as depicted on Exhibit C of this EUR are restricted and obligations complied with as follows:

☐ Option A – No Disturbance or ☒ NA

The following restrictions and obligations apply to Subject Area **Subject Area**:

- The soil rendered inaccessible shall not be exposed as a result of (including but not limited to): excavation, demolition, other intrusive activities, or natural occurrences; and
- Bituminous or reinforced concrete used to render polluted soil inaccessible shall be maintained in good condition, free of gaps or cracks that could expose such soil.

☐ Option B – Limited Disturbance or ☒ NA

The following restrictions and obligations apply to Subject Area **Subject Area**:

- The polluted soil rendered inaccessible is at a depth of **Enter Depth** feet or more below the ground surface;
- The soil rendered inaccessible shall not be exposed as a result of (including but not limited to): excavation, demolition, other intrusive activities, or natural occurrences at depths of greater than **Enter Depth** below the ground surface; and
- Bituminous or reinforced concrete used to render polluted soil inaccessible shall be maintained in good condition.

Pursuant to RCSA Section 22a-133k-1(a)(39):

☐ The inaccessible soil is polluted fill beneath a paved ground surface comprised of bituminous concrete that, at a minimum, is three inches thick or reinforced concrete that, at a minimum, is four inches thick. Such soil exceeds the applicable direct exposure criteria solely due to semi-volatile organic substances and petroleum hydrocarbons that are normal constituents of bituminous concrete or metals at concentrations that are equal to or less than two times the applicable direct exposure criteria.

or

☒ NA

Restrictions and Obligations Applicable to the Subject Area

In accordance with RCSA section 22a-133k-2(b)(3), the Grantor shall ensure that use, occupancy, and activity at Subject Area(s) **Subject Area** as depicted on Exhibit C of this EUR are restricted and obligations complied with as follows:

The following restrictions and obligations apply to Subject Area **Subject Area**:

- The soil rendered inaccessible shall not be exposed as a result of (including but not limited to): excavation, demolition, other intrusive activities, or natural occurrences; and
- Bituminous or reinforced concrete used to render polluted soil inaccessible shall be maintained in good condition, free of gaps or cracks that could expose such soil.

Pursuant to RCSA Section 22a-133k-1(a)(39):

☒ The inaccessible soil is polluted soil which is beneath a building.

or

☐ NA

Restrictions and Obligations Applicable to the Subject Area

In accordance with RCSA section 22a-133k-2(b)(3), the Grantor shall ensure that use, occupancy, and activity at Subject Area(s) **C and D** as depicted on Exhibit C of this EUR are restricted and obligations complied with as follows:

☒ **Option A – No Disturbance** or ☐ **NA**

The following restrictions and obligations apply to **Subject Area C and D**:

- The soil rendered inaccessible shall not be exposed as a result of (including but not limited to): excavation, demolition, other intrusive activities, or natural occurrences; and
- The building that is used to render soil inaccessible shall not be removed and shall consist of a roof, exterior walls, and a concrete floor. The concrete floor and concrete foundation shall be maintained in good condition, free of gaps or cracks that could expose such inaccessible polluted soil.

☐ **Option B – Limited Disturbance** or ☒ **NA**

The following restrictions and obligations apply to **Subject Area Subject Area**:

- The polluted soil rendered inaccessible is at a depth of **Enter Depth** feet below the concrete building floor;
- Excavation, demolition or other intrusive activities are prohibited at depths greater than **Enter Depth** feet below the concrete building floor; and
- The building that is used to render soil inaccessible shall not be removed and shall consist of a roof, exterior walls, and a concrete floor. The concrete floor and concrete foundation shall be maintained in good condition, free of gaps or cracks that could expose such inaccessible polluted soil.

Pursuant to RCSA Section 22a-133k-1(a)(39):

☐ The inaccessible soil is polluted soil which is beneath a permanent structure.

Description of permanent structure: **Enter Description**

or

☒ **NA**

Restrictions and Obligations Applicable to the Subject Area

In accordance with RCSA section 22a-133k-2(b)(3), the Grantor shall ensure that use, occupancy, and activity at Subject Area(s) **Subject Area** as depicted on Exhibit C of this EUR are restricted and obligations complied with as follows:

☐ **Option A – No Disturbance** or ☒ **NA**

The following restrictions and obligations apply to **Subject Area Subject Area**:

- The soil rendered inaccessible shall not be exposed as a result of (including but not limited to): excavation, demolition, other intrusive activities, or natural occurrences; and
- The permanent structure is prohibited from being removed and shall be maintained in good condition to the extent required to prevent exposure of such inaccessible soil.

☐ Option B – Limited Disturbance or ☒ NA

The following restrictions and obligations apply to Subject Area *Subject Area*:

- The polluted soil rendered inaccessible is at a depth of *Enter Depth* feet below the permanent structure;
- The soil rendered inaccessible shall not be exposed as a result of (including but not limited to): excavation, demolition, other intrusive activities, or natural occurrences at depths greater than *Enter Depth* feet below the permanent structure; and
- The permanent structure is prohibited from being removed and shall be maintained in good condition to the extent required to prevent exposure of such soil.

Type of Substances at the Subject Area

PAHs and Extractable Total Petroleum Hydrocarbons

How Compliance with the Restrictions and Obligations Will Ensure Future Compliance with the RSRs at the Subject Area

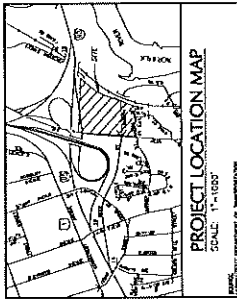
Compliance with the restrictions and obligations are necessary to adequately protect human health and the environment.

Provided the soil is not exposed such that people may come in contact with it, as required by the EUR, such polluted soil does not pose an unacceptable risk to human health.

Reasons Why the Restrictions and Obligations Chosen are Appropriate for the Conditions Present at the Subject Area

The restriction or limitation and obligations are consistent with the RSRs because:

- The current condition of the Subject Area is in compliance with the restrictions and obligations of this EUR; and
- Substances present in soil at the parcel in excess of the applicable direct exposure criteria have been rendered inaccessible.



LEGEND

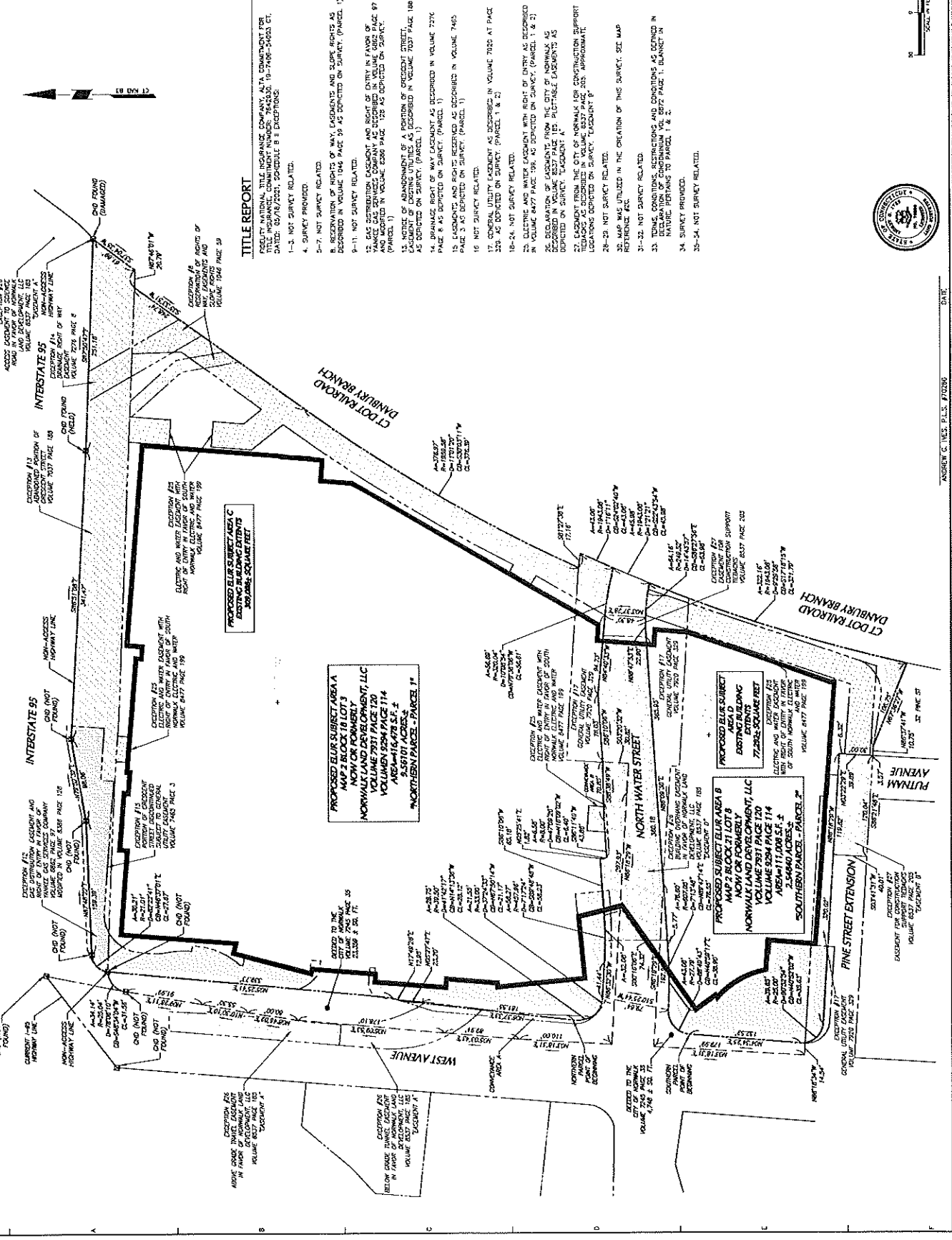
EXCERPT LINE	EXCERPT LINE
RIGHT-OF-WAY LINE	EXCERPT #1
EXCERPT #2	EXCERPT #2
EXCERPT #3	EXCERPT #3
EXCERPT #4	EXCERPT #4
EXCERPT #5	EXCERPT #5
EXCERPT #6	EXCERPT #6
EXCERPT #7	EXCERPT #7
PUBLIC ROAD	

LANGAN
 Langan & Associates, Inc.
 255 Lymington Drive
 New Britain, CT 06051
 T 860.451.7771 F 860.451.6142 www.langan.com

THE SoNo COLLECTION
 100.01 N WATER STREET
 NORWALK, CT 06851
 PROPOSED DECLARATION OF ENVIRONMENTAL LAND USE RESTRICTION AND GRANT OF EASEMENT, EXHIBIT C

EL901

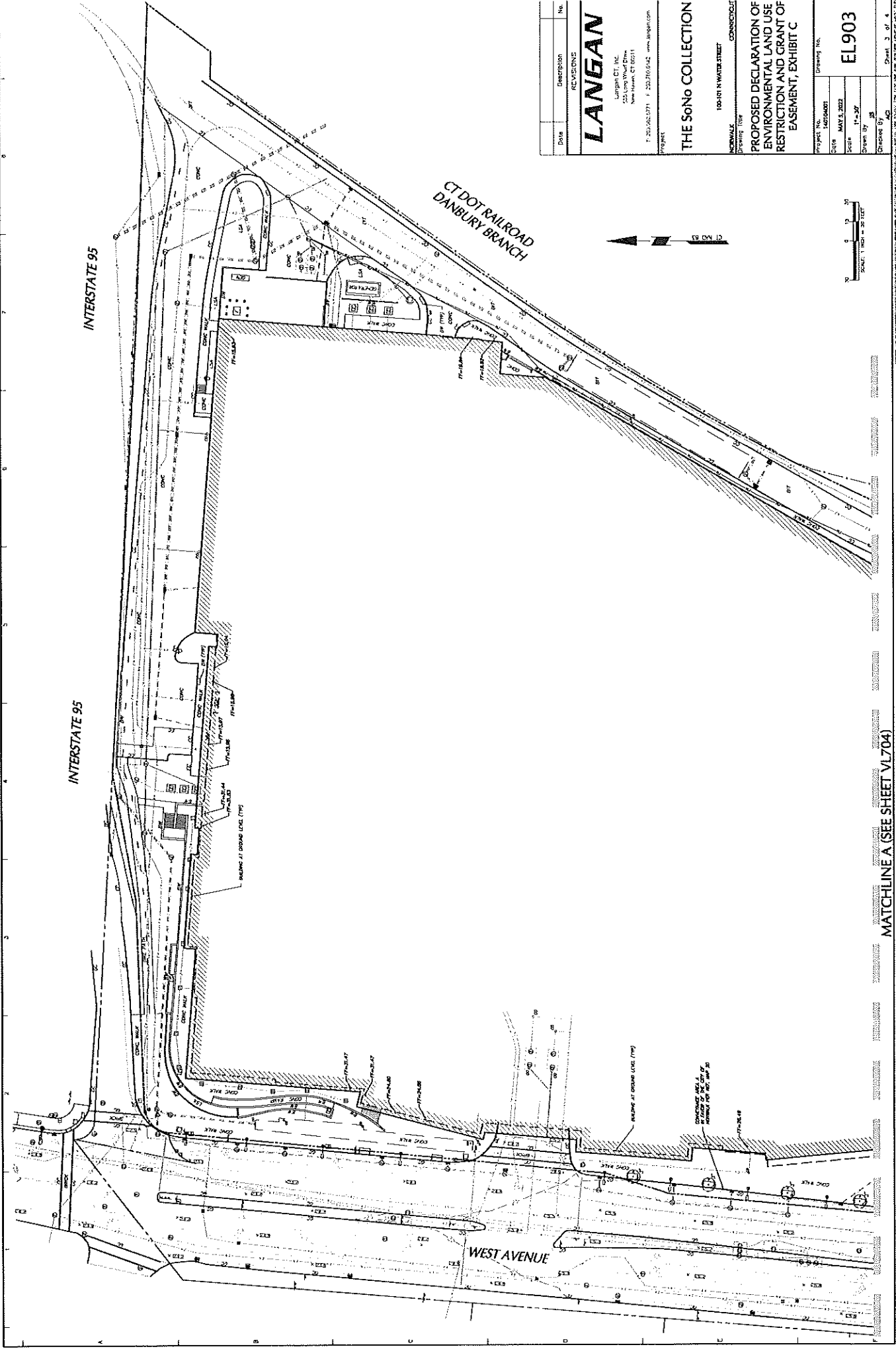
Project No. 14010001
 Date MAY 5, 2023
 Scale 1"=50'
 Drawn by [Signature]
 Checked by [Signature]
 Date [Signature]



TITLE REPORT

PROJECT: NATIONAL TITLE INSURANCE COMPANY, ALTA SURVEY FOR TITLE INSURANCE, COMMITMENT NUMBER: 7645532, 19-7406-54033 CT, DATED: 05/18/2021, SCHEDULE B II EXEMPTIONS:
 1-3. NOT SURVEY RELATED.
 4. SURVEY PROVIDED.
 5-7. NOT SURVEY RELATED.
 8. RECONSTRUCTION OF 9' WY. EASEMENT AND SURVEY AS DESCRIBED IN VOLUME 837 PAGE 100 AS DEPICTED ON SURVEY (PARCEL 1).
 9-11. NOT SURVEY RELATED.
 12. GAS SUBSTATION EASEMENT AND RIGHT OF ENTRY IN PARCELS 97 AND 98 DEPICTED IN VOLUME 838 PAGE 120 AS DEPICTED ON SURVEY (PARCEL 1).
 13. NOTICE OF ABANDONMENT OF A PORTION OF PRESENT STREET, AS DEPICTED ON SURVEY (PARCEL 1).
 14. DRAINAGE RIGHT OF WAY EASEMENT AS DESCRIBED IN VOLUME 7276 PAGE 8 AS DEPICTED ON SURVEY (PARCEL 1).
 15. EASEMENTS AND RIGHTS RESERVED AS DESCRIBED IN VOLUME 7465 PAGE 3 AS DEPICTED ON SURVEY (PARCEL 1).
 16. NOT SURVEY RELATED.
 17. CENTRAL UTILITY EASEMENT AS DESCRIBED IN VOLUME 7032 AT PAGE 229 AS DEPICTED ON SURVEY (PARCEL 1 & 2).
 18-24. NOT SURVEY RELATED.
 25. ELECTRIC AND WATER EASEMENT WITH RIGHT OF ENTRY AS DEPICTED IN VOLUME 8477 PAGE 106 AS DEPICTED ON SURVEY (PARCEL 1 & 2).
 26. DECLARATION OF EASEMENT FROM THE CITY OF NORWALK AS DEPICTED IN VOLUME 8527 PAGE 185 PLATTABLE EASEMENTS AS DEPICTED ON SURVEY (EASEMENT A).
 27. EASEMENT FROM THE CITY OF NORWALK FOR CONSTRUCTION SUPPORT LOCATIONS DEPICTED ON SURVEY (EASEMENT B).
 28-29. NOT SURVEY RELATED.
 30. MAP WAS UTILIZED IN THE CREATION OF THIS SURVEY, SEE MAP 14010001.
 31-32. NOT SURVEY RELATED.
 33. TONING, CONDITIONAL RESTRICTIONS, AND CONDITIONS AS SET FORTH IN VOLUME 8527 PAGE 185 PLATTABLE EASEMENTS AS DEPICTED ON SURVEY (EASEMENT A).
 34. SURVEY PROVIDED.
 35-36. NOT SURVEY RELATED.



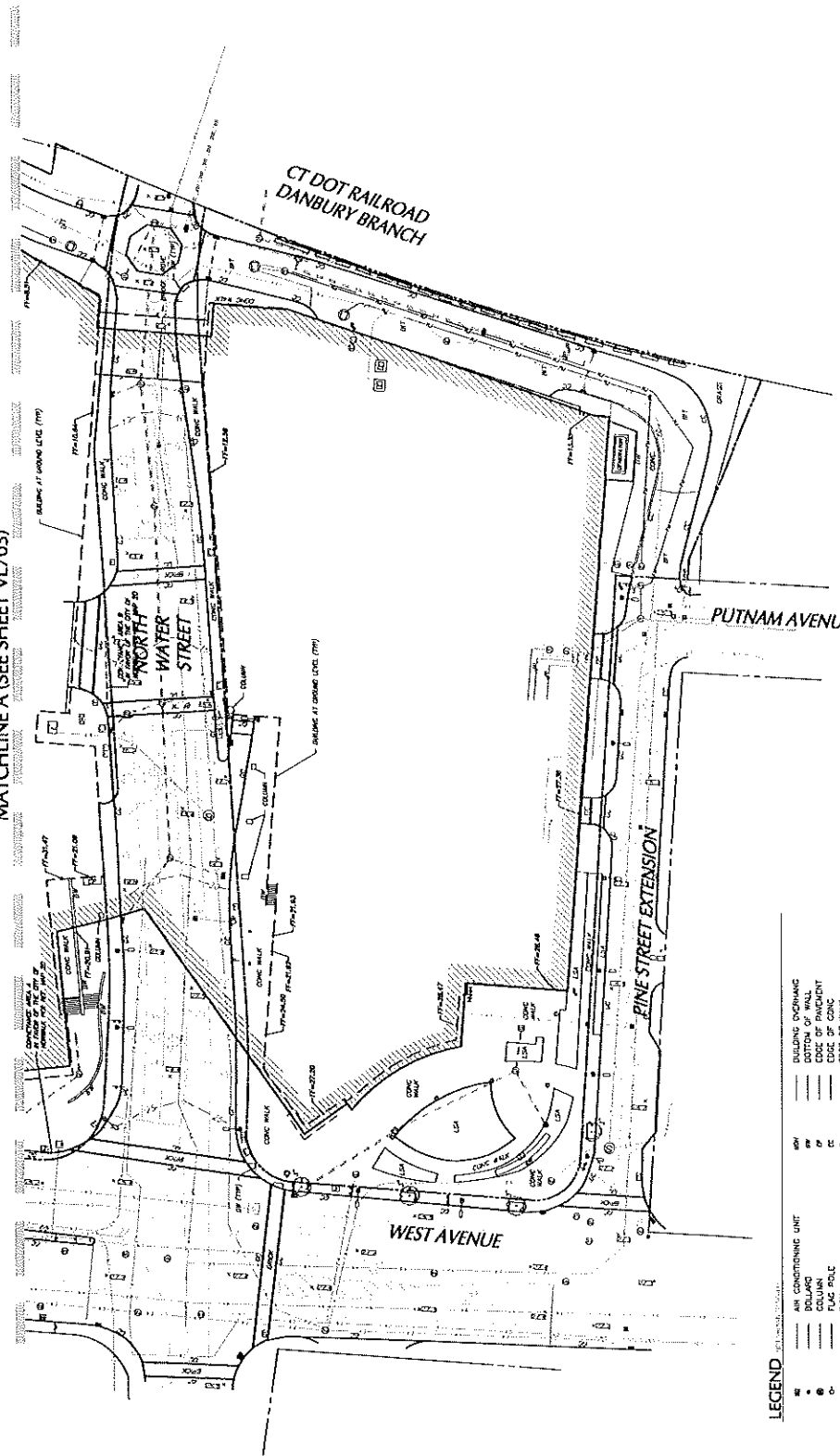


Date	Description	No.
REVISIONS		
LANGAN		
Langan Engineering & Consulting, Inc. 255 Long Wharf Drive New Haven, CT 06511 T: 203.625.1771 F: 203.763.6342 www.langan.com		
PROJECT		
THE SoNo COLLECTION		
100-101 N. WATER STREET		
CONNECTIONS		
PROPOSED DECLARATION OF ENVIRONMENTAL LAND USE RESTRICTION AND GRANT OF EASEMENT, EXHIBIT C		
Project No.	Engineering No.	
CE16	EL903	
Scale	DATE	
1"=50'	MAY 15, 2023	
Drawn by	Checked by	
AS	AS	



MATCHLINE A (SEE SHEET VL704)

MATCHLINE A (SEE SHEET VL703)



LEGEND

1	AIR CONDITIONING UNIT	10	CONCRETE
2	FLAG POLE	11	CONCRETE
3	FLAG POLE	12	CONCRETE
4	FLAG POLE	13	CONCRETE
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87	FLAG POLE	96	CONCRETE
88	FLAG POLE	97	CONCRETE
89	FLAG POLE	98	CONCRETE
90	FLAG POLE	99	CONCRETE
91	FLAG POLE	100	CONCRETE



Date	Description	No.
REVISIONS		
LANGAN		
LANGAN CONSULTING, INC.		
100-01 N. WATER STREET		
NEW HAVEN, CT 06511		
T 203-542-5771 F 203-542-5742 www.langan.com		

THE SONO COLLECTION

PROPOSED DECLARATION OF ENVIRONMENTAL LAND USE RESTRICTION AND GRANT OF EASEMENT, EXHIBIT C

Project No.	100-01
Date	MAY 2, 2022
Scale	1" = 30'
Drawn by	JS
Checked by	JS

EL904



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

KNOW YE, that the CITY OF NORWALK, Connecticut, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Richard A. Moccia, its Mayor, duly authorized (herein designated as the Releasor), for good and valuable consideration received to its full satisfaction from 95/7 Enterprises LLC (herein designated as the Releasee), does by these presents remise, release and forever Quit-Claim unto the said Releasee and to the Releasee's, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Releasor has or ought to have in or to those certain pieces or parcels of real property situated in the City of Norwalk, County of Fairfield and State of Connecticut resulting from the realignment and/or discontinuance of certain municipal public roadways and described as follows:

All those certain pieces or parcels of land situated in the City of Norwalk, County of Fairfield and State of Connecticut shown and depicted as parcels 3, 4, 5, 6, 7, 8 and 9 on a certain Compilation Survey entitled, "Compilation Survey Depicting Conveyances To And From The City Of Norwalk From 95/7 Ventures LLC Reed Putnam Project - Norwalk, Connecticut," dated January 8, 2010, prepared by William W. Seymour & Associates, P.C. and Certified as Conforming to Class 'A-2' Standards by Jeffrey W. McDougal, Conn. L.L.S. Reg. No. 70090, on file in the office of the Norwalk Town Clerk as Map No. 13289;

TOGETHER WITH

Such interest if any that the Grantor may have in those strips or parcels of land located in the area east of the easterly boundaries of Block 18, Lots 3, 23, 25, 26, 29 and 31, as shown on the City of Norwalk tax map, and west of the right of way of the Danbury Branch Railroad tracks, which strips or parcels formerly were part of Pine Street, and which presently do not appear on the tax map.

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

Record: Return:
Andrew A. Gluckson
Dallman Convey, LLC
102 Elm St
Stamford CT 06902-3834

A General Utility Easement is reserved by Releasor over the Property, for the benefit of the Releasor and granting Releasor the right, for itself and its assigns, to enter the Property for the purposes of repairing, inspecting, maintaining and replacing any public utilities and their related installations as may be situated on or under the Property.

IN WITNESS WHEREOF, the said Releasor has signed and sealed this instrument or caused these presents to be signed by its Mayor and its corporate seal to be hereto affixed this 31st day of October, 2013.

Sally Johns
Maritz Alvarado

By: Richard A. Mott
Its Mayor
Duly Authorized

On this the 31st day of October, 2013, before me, the undersigned officer, personally appeared RICHARD A. MOCCIA, who acknowledged himself to be Mayor of the **CITY OF NORWALK**, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **CITY OF NORWALK** by himself as Mayor.

I Alarcon,
Notary Public
~~Commissioner of Superior Court~~
IRENE ALARCON
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2012

RECORD AND RETURN TO:

DRAFT

Day Pitney LLP
242 Trumbull Street
Hartford, CT 06103
Attn: Elizabeth C. Barton, Esq.

Re: Environmental Land Use Restriction
100-101 North Water Street
Norwalk, CT

SUBORDINATION AGREEMENT

The CITY OF NORWALK, a municipal corporation located in the County of Fairfield, State of Connecticut, having a principal office in Norwalk, Connecticut ("The City"), is a holder of a General Utility Easement (the "Easement") reserved by deed dated October 31, 2013 and recorded in Volume 7920, Page 329 of the Norwalk Land Records (the "Deed"). As referred to in this Agreement, the term "General Utility Easement" shall have the meaning ascribed in the Deed, but only to the extent that said easement was reserved in the Deed for the benefit of the City, and in no event to the extent that it was reserved for the benefit of any public utility company or other utility service provider.

NORWALK LAND DEVELOPMENT, LLC a Delaware limited liability company with a principal place of business located at 350 N Orleans St., Suite 300 Chicago, IL, 60654 ("Land Owner") is: (i) the Declarant of The SoNo Collection Condominium (the "**Condominium**"), a condominium located in Norwalk, Connecticut and created by that certain Declaration of Condominium by Norwalk Land Development, LLC recorded in Volume 8872, Page 1 of the Norwalk Land Records, as amended (the "**Declaration**"), and (ii) the sole Unit Owner of Unit 1, Unit 2 and Unit 3 of the Condominium, being all of the Units created by and described in the Declaration; the real property submitted to the Condominium is more particularly described in Exhibit A attached hereto and made a part hereof, together with all buildings and improvements now or hereafter located thereon, and all easements, rights, and appearances belonging thereto (the "Property"), which Property is subject to, and burdened by, the Easement.

The City has been advised that the Land Owner will be recording a Declaration of Environmental Land Use Restriction and Grant of Easement granted by the Land Owner to the Commissioner of the Energy and Environmental Protection of the State of Connecticut ("DEEP") in the Norwalk Land Records ("Grant") and The City agrees for itself, its successors and assigns, in consideration of the Land Owner's agreements in this Subordination Agreement, that subject to the other terms and conditions in this Subordination Agreement, the Easements are hereby modified to make the Easements subject and irrevocably subordinate to said Grant and to the rights, covenants, restrictions and easements created by and under said Grant (collectively, the "Grant Interests"), but only with respect to that portion, if any, of the area of the Easement which is actually located within the Subject Area (as defined and described in the Grant) so that The City agrees to be bound by and to comply with the provisions of the Grant subject to the terms and conditions set forth herein, notwithstanding that the Easement was recorded prior to the Grant or this Subordination Agreement. After recording the Grant and this Agreement, Land Owner agrees to provide copies of the recorded documents to The City and note the volume and page numbers in the spaces below and return same to The City.

Notwithstanding anything to the contrary contained in this Subordination Agreement, the Land Owner, on its behalf and on behalf of its successors and assigns, acknowledges and agrees, as a covenant on and against the Property running with the Property, that this agreement by The City to subordinate its Easement to the Grant is further conditioned upon the following: (1) that any expense incurred by The City as a result of compliance with the Grant, the Grant Interests or with this Subordination Agreement or otherwise in connection with this Subordination Agreement (including but not limited to any expenses incurred by The City in the enforcement of, or interpretation of, this Subordination Agreement) or as a consequence of the Easement being subordinate to the Grant and the Grant Interests, shall be borne entirely by the Land Owner, its successors and assigns, and shall be due and payable from same to The City immediately upon demand by The City; and (2) that the Land Owner, its successors and assigns, each agrees to defend, indemnify, reimburse and hold harmless The City from and against any and all reasonable and documented costs, expenses, fees (including but not limited to attorneys', consultant and expert fees), liabilities, penalties, fines, claims, losses, obligations, orders, suits or damages (collectively, "Costs") arising out of, or in connection, with (i) the Grant, (ii) the Grant Interests, (iii) this Subordination Agreement, and (iv) any and all environmental conditions present in, on or under the Property unless such Costs are solely caused by The City's intentional misconduct or negligence.

Prior to the execution of this Subordination Agreement, Land Owner shall provide to The City a copy of the ELUR Application submitted to DEEP including copies of environmental reports regarding the nature and extent of contamination of soils at the Property. Consistent with paragraph 4 of the Grant, in the event of an unforeseen combination of circumstances or the resulting state that calls for immediate action to prevent a significant risk to human health or the environment, the destruction of property or the disruption of public utility service which would require disturbing the soil at the Property, The City shall notify Land Owner of such emergency and that such risk cannot be abated without suspending the Grant and Land Owner shall immediately notify DEEP of the emergency, advise of the suspension of the Grant due to such emergency and follow the requirements of DEEP including, without limitation, the following: Land Owner shall take all action necessary to limit both the extent and duration of the suspension of the Grant to the minimum reasonably necessary to adequately respond to the emergency; implement all measures necessary to limit actual and potential present and future risk to human health and the environment resulting from such suspension; and after the emergency is abated, implement a plan approved in writing by DEEP on a schedule approved by DEEP, to ensure that the Subject Area of the Grant is remediated in accordance with Sections 22a-133k-1 to 22a-133k-3, inclusive, of the Regulations of Connecticut State Agencies and restored to the condition described in the Grant. In the event of such emergency Land Owner shall provide The City with access to other property of Land Owner reasonably necessary outside the Easement reasonably close to the Easement to permit The City to perform such emergency activities without disturbing soil within the Grant or limiting the extent and duration of such disturbance of soil causing the emergency suspension of the Grant.

Land Owner, on its behalf and that of its successors and assigns, further acknowledges and agrees that nothing contained in this Subordination Agreement shall affect any other easement or easement right that The City may hold including any that involve Land Owner property.

Notwithstanding anything to the contrary contained in this Subordination Agreement, if the Land Owner fails to timely perform any obligation imposed on the Land Owner under this Subordination Agreement within thirty (30) days of Land Owner's receipt of a written notice of default from DEEP or The City (including but not limited to the Land Owner's obligation hereunder to timely reimburse and indemnify The City from any Costs) and if Land Owner has not cured such default or has no valid defense to the alleged default which Land Owner has asserted and is pursuing, within said 30-day period, then Land Owner agrees that any time after the expiration of said 30-day cure period The City has the right to seek whatever remedy may be available to The City either in law or equity, as well as to recover from Land Owner The City's reasonable costs and expenses of enforcing Land Owner's obligations under this Subordination Agreement (including but not limited to attorneys', consultants, and expert fees incurred by The City).

All notices required or permitted hereunder shall be sent via certified mail return receipt requested or nationally recognized overnight courier service as follows, provided that if Land Owner is no longer the owner of the Property then The City shall be entitled to send such notice to the then current owner of the Property using the address for said current owner provided by the tax assessor of the municipality in which the Land is located:

To City of Norwalk:

City of Norwalk, Law Department
125 East Avenue, Norwalk, CT 06851
Attn: Corporation Counsel

With Copy to:

City of Norwalk, Dept. of Public Works
125 East Avenue, Norwalk, CT 06851
Attn: Chief of Operations and Public Works

City of Norwalk, Mayor's Office
125 East Avenue, Norwalk, CT 06851
Attn: Harry W. Rilling

To Land Owner:

Norwalk Land Development, LLC
c/o Brookfield Properties
350 N. Orleans St.
Suite 300
Chicago, IL 60654
Attn: Real Estate - Legal

With Copy to:

Day Pitney LLP
242 Trumbull Street
Hartford, CT 06103
Attn: Elizabeth C. Barton, Esq.

Land Owner understands, acknowledges and agrees that this Subordination Agreement is being provided by The City without any representations, covenants or warranties of any kind.

The covenants and obligations imposed on the Land Owner in this instrument shall be covenants and obligations that run with the land and are binding on the Land Owner, its successors and assigns, and inure to the benefit of The City, its successors and assigns.

This Subordination Agreement is governed by the laws of the State of Connecticut without resort to any conflict of law principals that would result in the application of the law of any state other than the State of Connecticut.

WITNESS the execution hereof under seal this day _____, 2022.

Signed and delivered in the presence of:

NORWALK LAND DEVELOPMENT, LLC

Witness

Printed Name:

By: _____
Name: _____
Title: _____
Date: _____

Witness

Printed Name:

STATE OF _____)
) ss. _____
COUNTY OF _____)

On this _____ day of _____, 2022, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself/themself to be the _____ of Norwalk Land Development, LLC, a Delaware limited liability company, and that as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as his/her/their free act and deed and the free act and deed of said limited liability company.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

Signed and delivered in the presence of:

Witness

Printed Name:

Witness

Printed Name:

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. Norwalk

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared, Harry W. Rilling, who acknowledged himself to be the Mayor of the City of Norwalk, and that as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as his free act and deed and the free act and deed of said municipal corporation.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

ELUR recorded in the Norwalk Land Records at Volume ____ Page ____ on _____, 2022

Subordination Agreement recorded in the Norwalk Land Records at Volume ____ Page ____ on _____, 2022.

Exhibit A

100-101 North Water Street, Norwalk, Connecticut

LEGAL DESCRIPTION



MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations & Public Works

FROM: Mario Pizighelli, E.I.T – Assistant Civil Engineer

CC: Vanessa Valadares, P.E. – Principal Engineer

REF: Public Works Committee Agenda Item – DRG 2020-1, On Call Drainage Improvements at Various Locations

DATE: May 23, 2022

During the course of the On Call Drainage contract, we've encountered multiple combined sanitary/storm catch basins that became apparent to disconnect for the benefit of The City of Norwalk. This work has shown to substantially improve the efficiency of the Collection System. I recommend to continue disconnecting the combined sanitary/storm catch basins through the On Call Drainage contract to better improve The City of Norwalk's drainage system.

On May 16, 2022, the WPCA Committee authorized the allocation of \$300,000.00 to the Department of Public Works for use on the Storm/Sanitary Sewer Separation Project being administered by the Department of Public Works under the September 8, 2020 Agreement between the City of Norwalk and M. Rondano, Inc. for Project DRG 2020-1 On-Call Drainage Improvements at Various Locations.

On July 13, 2021, Common Council approved the action item to authorize the Mayor, Harry W. Rilling to execute an Amendment to the September 8, 2020 Agreement between M. Rondano Inc., for Project DRG 2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$1,002,036.00.

I recommend the City of Norwalk to execute a 2nd Amendment to the September 8, 2020 Agreement between M. Rondano Inc., for Project DRG 2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$300,000.00. The sanitary/storm sewer separation has proven to substantially improve the efficiency of the Collection System by eliminating the combined systems and improving the drainage infrastructure. The continuation of this work will greatly benefit The City of Norwalk.

I would like to request that the following item to be included on the agenda for the June 2022 Public Works Committee meeting.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute a 2nd Amendment to the September 8, 2020 Agreement between the City of Norwalk and M. Rondano, Inc. for Project DRG 2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$300,000.00.

Account No.

134010 5796 APW05
09 20 4062 5777 C0361
09 21 4021 5777 C0318
09 22 4021 5777 C0318
09 23 4021 5777 C0318
09 23 4021 5777 C0021
09 23 4021 5777 C0302

wastewater treatment plant can accommodate the additional sanitary sewer flow generated from the proposed connections. The proposed sanitary sewer extension shall be constructed in accordance with DPW and WPCA Sanitary Sewer Permit Process and Sanitary Sewer Main Extension Policy (adopted July 7, 2021) and be referred back to the WPCA Board for final acceptance. **APPROVED**

3. Approve the proposed sanitary sewer extension at 238 West Rocks Road to provide sanitary sewer service for the St. George Greek Orthodox Church and potential 12 parcels adjacent to the proposed extension. Through technical analyses, it was confirmed that the City's sanitary sewer collection system and wastewater treatment plant can accommodate the additional sanitary sewer flow generated from the proposed connections. The proposed sanitary sewer extension shall be constructed in accordance with DPW and WPCA Sanitary Sewer Permit Process and Sanitary Sewer Main Extension Policy (adopted July 7, 2021) and be referred back to the WPCA Board for final acceptance. **APPROVED**

4. Authorize the Mayor, Harry W. Rilling, to execute a Fifth Amendment to the August 28, 2007 Agreement for Professional Engineering Services between the City of Norwalk and A. DiCesare Associates, P.C., regarding the East Avenue Reconstruction Project, for an amount not to exceed \$95,000.00 in accordance with the attached scope of services dated September 27, 2021.

Account No. 09 12 4021 5777 C0471
09 22 4021 5777 C0471

AUTHORIZED

5. Authorize the Purchasing Agent to issue a Purchase Order to WASTEQUIP, for the purchase and installation of one (1) Compactor at the Norwalk Transfer Station, for a sum not to exceed \$233,565.67 through Sourcwell awarded contract # 040621-WQI, City of Norwalk ID #97613.

Account No. 09 15 4031 5777 C0515
09 16 4031 5777 C0515
09 21 4031 5777 C0515
09 22 4021 5777 C0798

AUTHORIZED

- 6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Deering Construction Inc., for Project RD2021-2 Concrete Curb and Sidewalks at Various Locations, for an amount not to exceed \$2,591,861.35, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 09 22 4021 5777 C0021
09 22 4021 5777 C0318
09 22 4021 5777 C0503

AUTHORIZED

- 6b. Authorize the Chief of Operations and Public Works to execute Orders on Contract with Deering Construction Inc., for Project RD2021-2 Concrete Curb and Sidewalks at Various Locations, for an amount not to exceed \$259,186.14.

Account No. 09 22 4021 5777 C0021
09 22 4021 5777 C0503
09 22 4021 5777 C0318

AUTHORIZED

7. Authorize the Mayor, Harry W. Rilling, to execute a Third Amendment to the Woodard & Curran Agreement dated August 12, 2019, to provide on-call professional engineering services for the Storm Drainage System Evaluation

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**JULY 14, 2020
VIA TELECONFERENCE**

01 41 50 5298
09 18 6030 5777 C0588
09 19 6030 5777 C0588
09 20 6030 5777 C0588
09 16 3110 5777 C0509

AUTHORIZED

4a. Technical Correction of the Common Council Action of December 10, 2019, Item VII.A.1 to add accounts designated for LED Street Light conversion Design, account number: 09 20 4031 5777 C0647.

APPROVED

4b. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light system on Wall Street, for a sum not to exceed \$16,800.00.

Account No. 01 40 30 5258
09 20 4031 5777 C0647

AUTHORIZED

5. Discuss and vote to schedule a Public Hearing to increase the fee for Acceptable Solid Waste from \$85/Ton to \$90/Ton to be set by the Department of Operations and Public Works Fee Schedule. The Public Hearing is scheduled for Tuesday, August 4, 2020 at 7:00 P.M. by Video Conference and Teleconference.

CONSENT TO REMOVE FROM AGENDA

6. Authorize the Mayor, Harry W. Rilling, to execute a right of access and entry agreement with Yankee Gas Services Company - DBA Eversource Energy - to use the property located at 102 New Canaan Ave for the flare location as part of the activation of a 12" steel gas main located on Rt. 123.

AUTHORIZED

7a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC for Project RD2020-1 Concrete, Curbs and Sidewalks in various locations for a sum not to exceed \$2,749,668.00.

Account No. 09 20 4021 5777 C0318
09 20 4120 5777 C0649
09 20 4021 5777 C0021
09 21 4120 5777 C0649
09 21 4021 5777 C0318
09 21 4021 5777 C0021

AUTHORIZED

7b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with The Grasso Companies, LLC for Project RD2020-1 Concrete, Curbs and Sidewalks in various locations for a sum not to exceed \$274,966.80.

Account No. 09 20 4120 5777 C0649
09 20 4021 5777 C0318

Le

09 20 4021 5777 C0021
09 21 4120 5777 C0649
09 21 4021 5777 C0318
09 21 4021 5777 C0021

AUTHORIZED

8a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the conveyance of the following land from Norwalk Land Development, LLC to the City of Norwalk at no cost subject to a release of mortgage(s) encumbering said land:

1. Certain piece or parcel is identified as "Conveyance Area A" having an area of 1,263±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc;

2. Said piece or parcel of property is identified as "Conveyance Area B" having an area of 237±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc. **CONSENT TO REMOVE FROM AGENDA**

8b. Referral of item 9a to the Planning Commission for a Report and Recommended Action pursuant to Conn. Gen. Stat. §8-24. **CONSENT TO REMOVE FROM AGENDA**

9. Authorize the Mayor, Harry W. Rilling to concur with Project Authorization Letter for State Project 0102-0350 Norwalk River Valley Trail – Phase 2 and to provide a demand deposit of \$40,062 to the State of Connecticut.

Account No. 09 16 4021 5777 C0407

AUTHORIZED

10. Authorize the Purchasing Agent to issue a purchase order to C.N. Wood of Connecticut, LLC, for the purchase of one (1) Vactor 2100 Plus Vacuum Truck not to exceed \$537,342.80.

Account No. 09 21 4031 5777 C0313

AUTHORIZED

D. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute Addendum No. 1 with Land-Tech Consultants, Inc. for the Design Services for Project No. 3860 West Rocks Middle School Athletic Field Design Services, dated January 10, 2019, for a sum not to exceed \$32,300.00 for Surveying and Construction Administration services. Account #'s 09206030-5777-C0631, 09216030-5777-C0631.

AUTHORIZED

2a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Field Turf USA, Inc. (Sole Source) for the Synthetic Turf Surface at West Rocks School Proposed Soccer Field



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



May 24, 2022

The Honorable Harry W. Rilling
Mayor
125 East Avenue
P.O. Box 5125
Norwalk, Connecticut 06856
HRilling@norwalkct.org

Dear Mayor Rilling:

Subject: **Project Authorization Letter**
West Avenue/Belden Avenue Adaptive Traffic Signal System
State Project No. 102-364
Federal-Aid Project No. 1102(124)
DUNS No. 022716620
Master Agreement No. 11.29-02(12)
CORE ID No. 13DOT0237AA
City of Norwalk

On May 2, 2013, the State of Connecticut Department of Transportation (Department) and the City of Norwalk (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Municipality is responsible for the Administration of the Construction Project.

The Construction Project is to provide for the upgrade of traffic signal equipment and communications at seven (7) intersections along West Avenue and Belden Avenue in the city of Norwalk, beginning at the intersection with Maple Street and ending at the intersection with Route 1 (Cross Street), for a distance of approximately 0.6 miles.

Funding for the Construction Project is provided under the Local Roads Accident Reduction Program (LRARP) with ninety percent (90%) Federal participation and ten percent (10%) Municipal participation. Payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is Five hundred Four Thousand, Seven Hundred Sixty-five Dollars (\$504,765). In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the Department. Enclosed is an estimated cost break down for Construction Project activities. A Demand Deposit in the amount of Four Thousand, Three Hundred Forty-five Dollars (\$4,345) is due to the Department.

The Municipality is responsible for the proper maintenance and operation of all the Municipality's facilities constructed as part of this Construction Project, upon completion of the project, to the satisfaction of the Department and Federal Highway Administration.

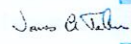
This Construction Project has been assigned a DBE goal of zero percent (0%) for construction. The Municipality shall comply with the requirements pertaining to the goal, as stipulated in the Master Agreement.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Construction Project. The Municipality may advance or begin work on the Construction Project only after an Authorization to Award Notice has been received from the Department.

Please indicate your concurrence with the PAL by signing below on or before June 17, 2022 and returning a copy to the Project Manager listed below at the letterhead address or email address listed below. You may submit the Written Acknowledgement of the PAL to the Department Project Manager by hard copy, facsimile, or electronic transmission (preferred). The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Mr. Jeffrey R. Pfaffinger, P.E., at (860) 594-2767 or Jeffrey.Pfaffinger@ct.gov.

Very truly yours,

 Digitally signed by
James Fallon, P.E.
Date: 2022.05.19
16:37:30-04'00'

James A. Fallon, P.E.
Assistant Chief Engineer
Bureau of Engineering and Construction

Enclosures

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL:

Concurred By: _____ Date: _____
The Honorable Harry W. Rilling
Mayor

cc: Michael Yeosock, P.E., Principal Engineer - myeosock@norwalkct.org

PAL ATTACHMENT
STATE PROJECT NO. 102-364
FEDERAL-AID PROJECT NO. 1102(124)
ESTIMATED CONSTRUCTION COSTS

A. Contract Items and Contingencies	\$ 524,000
B. Incidentals to Construction – Municipal Services	\$ 33,500
C. Incidentals to Construction – Municipal Design Services During Construction.	\$ 0
D. Extra Work Allowance – Municipal Services (+/-10% of B).....	\$ 3,350
E. Total Municipal Cost (A+B+C+D).....	\$ 560,850
F. Incidentals to Construction – DOT Materials Testing	\$ 10,000
G. Incidentals to Construction – DOT Administrative Oversight	\$ 24,000
H. Incidentals to Construction – DOT Audits	\$ 5,500
I. Extra Work Allowance by DOT Forces (+/-10% of [F+G+H])	\$ 3,950
J. Total Incidentals to Construction – DOT (F+G+H+I).....	\$ 43,450
K. Total Construction Cost – Participating (E+J).....	\$ 604,300
L. Federal Proportionate Share of the Total Construction Cost (90%* of K).....	\$ 543,870
M. State Proportionate Share of the Total Construction Cost (0%* of K).....	\$ 0
N. Maximum Amount of Reimbursement to the Municipality (90%* of E).....	\$ 504,765
O. Demand Deposit Required from the Municipality (10%* of J).....	\$ 4,345

*(NOTE: Depending on the federal, and/or state program and specific project, the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)



To: Anthony R. Carr, Chief of Operations and Public Works
Chris Torre, Superintendent of Operations
Dilene Byrd, Administrative Assistant
Monique Cipriano, Administrative Assistant

From: Jessica C. Paladino, Waste Programs Manager

Date: April 11, 2022

Re: MSW and Recycling Report - March 2022

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Mar-21	Current FY: Mar-22	Change	FY 21/22 Cumulative
Curbside tonnage	1,340.15	1,206.60	-10.0%	11,453.94
MSW tonnage out	2,106.91	1,919.42	-8.9%	17,795.39
Transfer station operating fee	\$70,958.33	\$72,375.00	2.0%	\$651,375.00
Transport and disposal fee	\$195,942.63	\$182,344.90	-6.9%	\$1,690,562.05
Curbside collection fee	\$101,355.67	\$104,396.33	3.0%	\$939,566.97
Total operating costs (less curbside)	\$266,900.96	\$254,719.90	-4.6%	\$2,341,937.05

MSW Consolidated Budget	
FY 20/21 Budget	\$4,473,256.00
Amount expended	\$3,281,504.02
Percent remaining	26.6%

Recycling Collection				
Recycling Collection	Previous FY: Mar-21	Current FY: Mar-22	Change	FY 21/22 Cumulative
Curbside tonnage	781.29	713.31	-8.7%	6,554.18
Transfer station tonnage	35.22	25.21	-28.4%	277.67
Total monthly tonnage	816.51	738.52	-9.6%	6,831.85
Curbside collection fee	\$98,389.92	\$101,341.67	3.0%	\$902,862.15

Recycling Budget	
FY 20/21 Budget	\$1,180,679.00
Amount expended	\$902,862.15
Percent Remaining	23.5%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Mar-21	Current FY: Mar-22	Change	FY 21/22 Cumulative
Transfer station tip fees	\$53,049.90	\$42,907.70	-19.1%	\$379,135.36
Recycling revenue (curbside)	\$13,672.58	\$12,482.93	-8.7%	\$114,698.15
Recycling revenue (T.S.)	\$616.35	\$441.18	-28.4%	\$4,859.23
Total revenues	\$67,338.83	\$55,831.80	-17.1%	\$498,692.74

C



To: Anthony R. Carr, Chief of Operations and Public Works
Chris Torre, Superintendent of Operations
Monique Cipriano, Administrative Assistant

From: Dilene Byrd, Administrative Assistant

Date: May 30, 2022

Re: MSW and Recycling Report - April 2022

MSW Collection and Disposal				
Municipal Solid Waste (MSW)	Previous FY: Apr-21	Current FY: Apr-22	Change	FY 21/22 Cumulative
Curbside tonnage	1,274.04	1,228.27	-3.6%	12,682.21
MSW tonnage out	2,178.22	1,848.69	-15.1%	19,644.08
Transfer station operating fee	\$70,958.33	\$72,375.00	2.0%	\$723,750.00
Transport and disposal fee	\$202,574.46	\$175,625.55	-13.3%	\$1,866,187.60
Curbside collection fee	\$101,355.67	\$104,396.33	3.0%	\$1,043,963.30
Total operating costs (less curbside)	\$273,532.79	\$248,000.55	-9.3%	\$2,589,937.60

MSW Consolidated Budget	
FY 20/21 Budget	\$4,473,256.00
Amount expended	\$3,633,900.90
Percent remaining	18.8%

Recycling Collection				
Recycling Collection	Previous FY: Apr-21	Current FY: Apr-22	Change	FY 21/22 Cumulative
Curbside tonnage	777.71	715.39	-8.0%	7,269.57
Transfer station tonnage	38.8	34.95	-9.9%	312.62
Total monthly tonnage	816.51	750.34	-8.1%	7,582.19
Curbside collection fee	\$98,389.92	\$101,341.67	3.0%	\$1,004,203.82

Recycling Budget	
FY 20/21 Budget	\$1,180,679.00
Amount expended	\$1,004,203.82
Percent Remaining	14.9%

MSW and Recycling Revenues				
MSW and Recycling Revenues	Previous FY: Apr-21	Current FY: Apr-22	Change	FY 21/22 Cumulative
Transfer station tip fees	\$47,783.50	\$46,174.00	-3.4%	\$425,309.36
Recycling revenue (curbside)	\$13,609.93	\$12,519.33	-8.0%	\$127,217.48
Recycling revenue (T.S.)	\$679.00	\$611.63	-9.9%	\$5,470.85
Total revenues	\$62,072.43	\$59,304.95	-4.5%	\$557,997.69

City of Norwalk
FY 2021-2022
Pilot Food Scrap Drop-Off Program

Date of Collection	Location of Collection	Service Fee	Number of Toters	Weight of Food Scraps (lbs)	Per Toter Fee	Total Collection Cost	Total Monthly Cost	Total Monthly Weight (Lbs)	Total Monthly Weight (Tons)	
7/6/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
7/7/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00				
7/13/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
7/13/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00				
7/20/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
7/20/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	TS	2,400	1.20	29%
7/27/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	71%
7/27/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	\$800.00	8,400	4.20	
8/3/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/3/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
8/10/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/10/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
8/17/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/17/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
8/24/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/24/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	TS	3,750	1.88	33%
8/31/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	7,500	3.75	67%
8/31/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	\$1,025.00	11,250	5.63	
9/7/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
9/7/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
9/14/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
9/14/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
9/21/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
9/21/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	TS	3,150	1.58	34%
9/28/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	66%
9/28/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	\$825.00	9,150	4.58	
10/5/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
10/5/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
10/12/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
10/12/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
10/19/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
10/19/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	TS	3,000	1.50	33%
10/26/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	67%
10/26/2021	Transfer Station	\$65.00	2	300	\$5.00	\$75.00	\$820.00	9,000	4.50	
11/2/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/2/2021	Transfer Station	\$65.00	8	1200	\$5.00	\$105.00				
11/9/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/9/2021	Transfer Station	\$65.00	10	1500	\$5.00	\$115.00				
11/12/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/12/2021	Transfer Station	\$65.00	0	0	\$5.00	\$65.00				
11/16/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/16/2021	Transfer Station	\$65.00	8	1200	\$5.00	\$105.00				
11/19/2021	Rowayton CC	\$65.00	9	2700	\$10.00	\$155.00				
11/19/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00				
11/23/2021	Rowayton CC	\$65.00	9	2700	\$10.00	\$155.00				
11/23/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
11/26/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
11/26/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	TS	7,500	3.75	26%
11/30/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00	RCC	21,900	10.95	74%
11/30/2021	Transfer Station	\$65.00	8	1200	\$5.00	\$105.00	\$2,020.00	29,400	14.70	
12/3/2021	Rowayton CC	\$65.00	8	2400	\$10.00	\$145.00				
12/7/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
12/7/2021	Transfer Station	\$65.00	3	900	\$10.00	\$95.00				
12/14/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
12/14/2021	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
12/21/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
12/21/2021	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	TS	4,500	2.25	35%
12/28/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	8,400	4.20	65%
12/28/2021	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	\$1,015.00	12,900	6.45	

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City of Norwalk
FY 2021-2022
Pilot Food Scrap Drop-Off Program

Date of Collection	Location of Collection	Service Fee	Number of Toters	Weight of Food Scraps (lbs)	Per Toter Fee	Total Collection Cost	Total Monthly Cost	Total Monthly Weight (Lbs)	Total Monthly Weight (Tons)	
1/4/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
1/4/2022	Transfer Station	\$65.00	2	600	\$10.00	\$85.00				
1/11/2022	Rowayton CC	\$65.00	3	900	\$10.00	\$95.00				
1/11/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
1/18/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
1/18/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	TS	4,200	2.10	44%
1/25/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	5,400	2.70	56%
1/25/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	\$840.00	9,600	4.80	
2/1/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
2/1/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
2/8/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
2/8/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
2/15/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
2/15/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	TS	4,800	2.40	44%
2/22/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	56%
2/22/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	\$880.00	10,800	5.40	
3/1/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
3/1/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
3/8/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
3/8/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
3/15/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
3/15/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
3/22/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
3/22/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	TS	5,700	2.85	44%
3/29/2022	Rowayton CC	\$65.00	4	1200	\$10.00	\$105.00	RCC	7,200	3.60	56%
3/29/2022	Transfer Station	\$65.00	3	900	\$10.00	\$95.00	\$1,080.00	12,900	6.45	
FY 2021-2022 (July 1, 2021 - June 30 2022)							\$8,225.00	113,400	50.25	
Transfer Station								39,000	19.50	39%
Rowayton Community Center								74,400	37.20	74%
FY 2020-2021 (July 1, 2020 - June 30, 2021)							\$10,340.00	109,350	54.68	
Transfer Station								38,550	19.28	35%
Rowayton Community Center								70,800	35.40	65%

City of Norwalk
FY 2021-2022
Pilot Food Scrap Drop-Off Program

Date of Collection	Location of Collection	Service Fee	Number of Toters	Weight of Food Scraps (lbs)	Per Toter Fee	Total Collection Cost	Total Monthly Cost	Total Monthly Weight (Lbs)	Total Monthly Weight (Tons)	
7/6/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
7/7/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00				
7/13/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
7/13/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00				
7/20/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
7/20/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	TS	2,400	1.20	29%
7/27/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	71%
7/27/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	\$800.00	8,400	4.20	
8/3/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/3/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
8/10/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/10/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
8/17/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/17/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
8/24/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
8/24/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	TS	3,750	1.88	33%
8/31/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	7,500	3.75	67%
8/31/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	\$1,025.00	11,250	5.63	
9/7/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
9/7/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
9/14/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
9/14/2021	Transfer Station	\$65.00	5	750	\$5.00	\$90.00				
9/21/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
9/21/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00	TS	3,150	1.58	34%
9/28/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	66%
9/28/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	\$825.00	9,150	4.58	
10/5/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
10/5/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
10/12/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
10/12/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
10/19/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
10/19/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	TS	3,000	1.50	33%
10/26/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	67%
10/26/2021	Transfer Station	\$65.00	2	300	\$5.00	\$75.00	\$820.00	9,000	4.50	
11/2/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/2/2021	Transfer Station	\$65.00	8	1200	\$5.00	\$105.00				
11/9/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/9/2021	Transfer Station	\$65.00	10	1500	\$5.00	\$115.00				
11/12/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/12/2021	Transfer Station	\$65.00	0	0	\$5.00	\$65.00				
11/16/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00				
11/16/2021	Transfer Station	\$65.00	8	1200	\$5.00	\$105.00				
11/19/2021	Rowayton CC	\$65.00	9	2700	\$10.00	\$155.00				
11/19/2021	Transfer Station	\$65.00	4	600	\$5.00	\$85.00				
11/23/2021	Rowayton CC	\$65.00	9	2700	\$10.00	\$155.00				
11/23/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00				
11/26/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
11/26/2021	Transfer Station	\$65.00	6	900	\$5.00	\$95.00	TS	7,500	3.75	26%
11/30/2021	Rowayton CC	\$65.00	10	3000	\$10.00	\$165.00	RCC	21,900	10.95	74%
11/30/2021	Transfer Station	\$65.00	8	1200	\$5.00	\$105.00	\$2,020.00	29,400	14.70	
12/3/2021	Rowayton CC	\$65.00	8	2400	\$10.00	\$145.00				
12/7/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
12/7/2021	Transfer Station	\$65.00	3	900	\$10.00	\$95.00				
12/14/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
12/14/2021	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
12/21/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
12/21/2021	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	TS	4,500	2.25	35%
12/28/2021	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	8,400	4.20	65%
12/28/2021	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	\$1,015.00	12,900	6.45	

City of Norwalk
FY 2021-2022
Pilot Food Scrap Drop-Off Program

Date of Collection	Location of Collection	Service Fee	Number of Toters	Weight of Food Scraps (lbs)	Per Toter Fee	Total Collection Cost	Total Monthly Cost	Total Monthly Weight (Lbs)	Total Monthly Weight (Tons)	
1/4/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
1/4/2022	Transfer Station	\$65.00	2	600	\$10.00	\$85.00				
1/11/2022	Rowayton CC	\$65.00	3	900	\$10.00	\$95.00				
1/11/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
1/18/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
1/18/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	TS	4,200	2.10	44%
1/25/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	5,400	2.70	56%
1/25/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	\$840.00	9,600	4.80	
2/1/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
2/1/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
2/8/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
2/8/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
2/15/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
2/15/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	TS	4,800	2.40	44%
2/22/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00	RCC	6,000	3.00	56%
2/22/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	\$880.00	10,800	5.40	
3/1/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
3/1/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
3/8/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
3/8/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
3/15/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
3/15/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
3/22/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
3/22/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	TS	5,700	2.85	44%
3/29/2022	Rowayton CC	\$65.00	4	1200	\$10.00	\$105.00	RCC	7,200	3.60	56%
3/29/2022	Transfer Station	\$65.00	3	900	\$10.00	\$95.00	\$1,080.00	12,900	6.45	
4/5/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
4/5/2022	Rowayton CC	\$65.00	4	1200	\$10.00	\$105.00				
4/12/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00				
4/12/2022	Rowayton CC	\$65.00	4	1200	\$10.00	\$105.00				
4/19/2022	Transfer Station	\$65.00	3	900	\$10.00	\$95.00	TS	4,500	2.25	47%
4/19/2022	Rowayton CC	\$65.00	4	1200	\$10.00	\$105.00	RCC	5,100	2.55	53%
4/26/2022	Transfer Station	\$65.00	4	1200	\$10.00	\$105.00	\$840.00	9,600	4.80	
4/26/2022	Rowayton CC	\$65.00	5	1500	\$10.00	\$115.00				
FY 2021-2022 (July 1, 2021 - June 30 2022)							\$8,225.00	123,000	61.50	
							Transfer Station	43,500	21.75	35%
							Rowayton Community Center	79,500	39.75	65%
FY 2020-2021 (July 1, 2020 - June 30, 2021)							\$10,340.00	109,350	54.68	
							Transfer Station	38,550	19.28	35%
							Rowayton Community Center	70,800	35.40	65%