

NORWALK DEVELOPMENT AGENCY

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TO: MEMBERS OF THE COMMON COUNCIL

FROM: TIMOTHY T. SHEEHAN, EXECUTIVE DIRECTOR

RE: SOUTH NORWALK TOD DISTRICT REDEVELOPMENT PLAN

DATE: AUGUST 18, 2016

.....

In October 2011, the Common Council adopted the South Norwalk Railroad Station Area Transit-Oriented Development Strategy Master Plan. The Plan identified challenges and opportunities presented in the Plan area; evaluated the potential of the neighborhood based on goals and objectives identified in the planning process; and produced a series of recommendations for incorporation into a TOD District Redevelopment Plan to support and address these principal findings;

Identify zoning changes that support TOD neighborhoods encouraging moderate scale, mixed use, mixed-income development; expanding housing opportunities; fostering a “park once” district

Design Guidelines to provide guidance to developers in proposing new projects and/or building renovations and to inform the Agency’s design review

Circulation and transportation to focus on improving pedestrian corridors and streetscaping, supporting bicycle use and improving vehicular circulation;

The proposed TOD District Redevelopment Plan (attached) consolidates the existing South Norwalk Redevelopment/Urban Renewal Plan areas (*South Norwalk Improvement Area I* and the *South Main Corridor Urban Renewal Plan*) as well as the Lexington Avenue Village District into a single comprehensive TOD Redevelopment Plan and recommends the implementation of uniform Plan area zoning.

The Agency engaged the services of The Cecil Group in 2014 to draft the Redevelopment Plan as well as proposed Zoning amendments. The Cecil Group made presentations to the Planning Committee at their meetings on January 7, 2016, February 4, 2016, March

3, 2016 and July 7, 2016 reviewing the draft South Norwalk TOD District Redevelopment Plan and to address Committee comments, questions and concerns. Although the Norwalk Redevelopment Agency is the body required by State statute to conduct a Public Hearing on the Plan, the Committee members determined that a Planning Committee Public Hearing would serve to expand the public review process of the proposed Plan components. Public Hearings were held by the Planning Committee on April 7, 2016 and by the Norwalk Redevelopment Agency on April 12, 2016.

The Cecil Group also made a presentation to a joint meeting of the Planning Commission and the Zoning Commission on June 7, 2016. Additional Public outreach meetings were held in the community on June 16, 2016 and again on June 29, 2016.

On July 7, 2016 the Planning Committee of the Common Council voted to include the Lexington Avenue Village District in the South Norwalk TOD Redevelopment Plan and to advance it to the Common Council upon the completion of the Planning Commission determination of the Plan's consistency with the City's Plan of Conservation of Development. The Planning Commission reviewed the Plan on August 16, 2016 and a record of their favorable determination will be available to the Council members prior to the Council Meeting on August 23, 2016.

Adoption of the South Norwalk TOD Redevelopment Plan by the Norwalk Redevelopment Agency requires by State statute the prior approval of the Plan by the Norwalk Common Council.

ACTIONS: Approve the South Norwalk Transit Oriented Development Redevelopment Plan dated August 2016

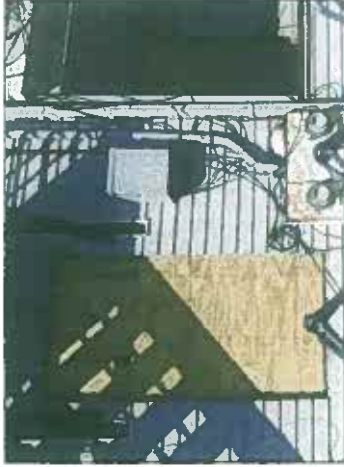
Website where posted:

<http://www.norwalkct.org/index.aspx?nid=1279>

CITY OF NORWALK, CT

South Norwalk TOD Redevelopment Plan

DRAFT AUGUST 2016



Prepared for the Norwalk Redevelopment Agency
by THE CECIL GROUP • FXM ASSOCIATES

W.D

ACKNOWLEDGEMENTS

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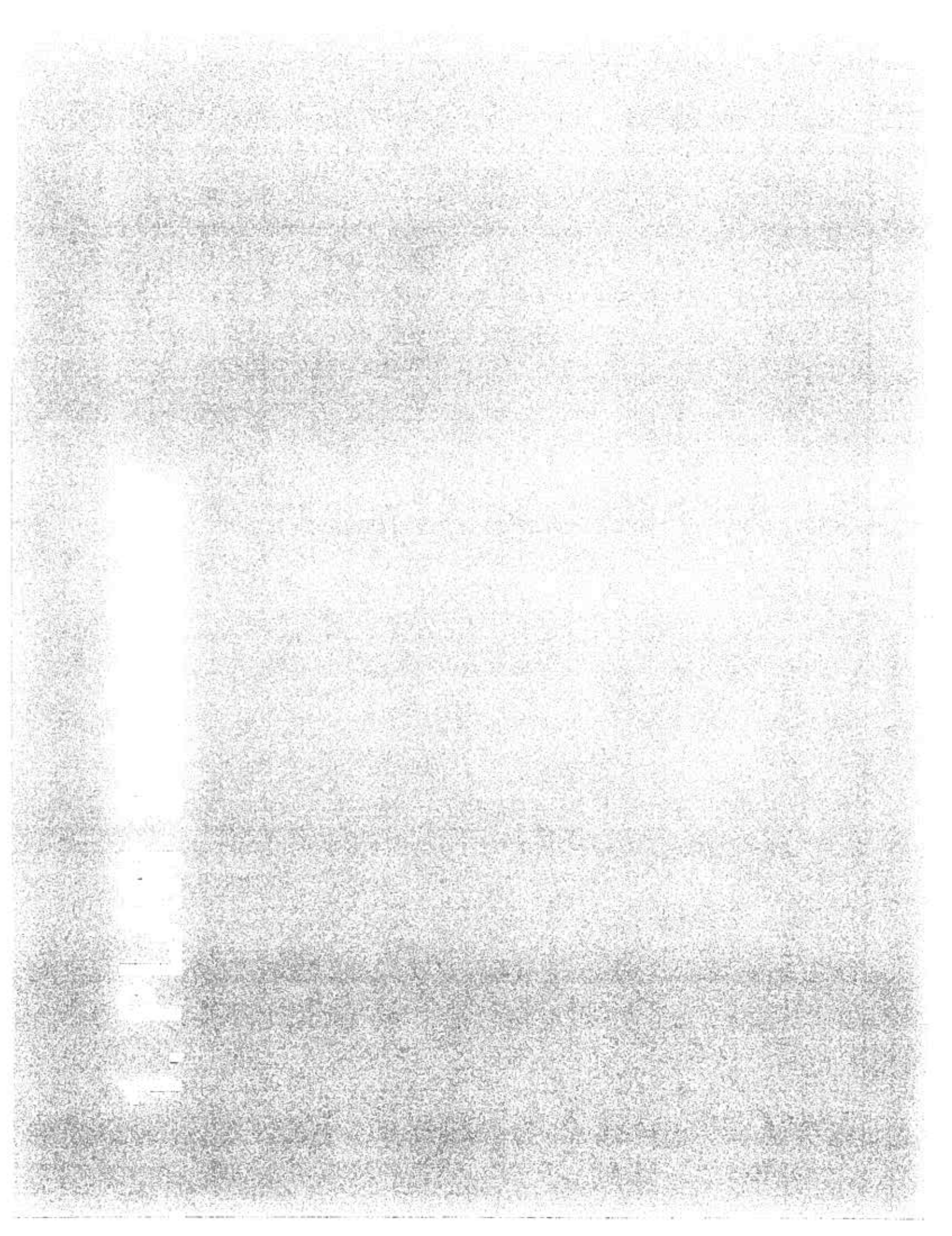
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This Redevelopment Plan has been prepared in accordance with Chapter 130, Part I Redevelopment of the General Statutes of Connecticut. The purpose of this Redevelopment Plan meets the identified public need to revitalize the South Norwalk area centered on the South Norwalk Metro-North Railroad Station. The basis for this Redevelopment Plan is the South Norwalk Railroad Station Area Transit Oriented Development Strategy Final Report. This report identifies goals and objectives related to transit-oriented development and recommends implementation strategies and action steps to fulfill those goals. The recommended strategies include proposed regulations for private development and public streetscape improvements that will encourage revitalization of the South Norwalk area and enhance neighborhood access to rail transit and local businesses.

1.1 Definition of the Area as a Redevelopment Area

In accordance with Chapter 130 of the Connecticut State Statutes, the Norwalk Redevelopment Agency has determined that there exists a need to designate the South Norwalk TOD Redevelopment Area (as delineated on Figure 1-1: Project Boundary and described in *Appendix 8.A Project Area Boundaries*) an Urban Renewal Area in order to prevent the spread of deterioration and to eliminate substandard, insanitary, and blighted conditions in that area.

To the degree that these conditions exist, they serve to impair the sound growth and development of the community and retard economic development and the provision of housing. The

Norwalk Redevelopment Agency further finds that the existence of these conditions is beyond remedy and control solely by the regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprises without the actions herein provided; including the acquisition of property for the purpose of eliminating substandard, unsanitary, deteriorated, deteriorating, slum or blighted conditions thereon or preventing recurrence of such conditions in the area, the removal of structures and improvement of sites, the disposition of the property for redevelopment incidental to the foregoing, and the exercise of powers by the City of Norwalk acting by and through the Norwalk Redevelopment Agency pursuant to Section 8-124, et seq., of the General Statutes, and any assistance

which may be given by any public body in connection therewith, are public uses and purposes for which public money may be expended and the power of eminent domain exercised; and that the necessity in the public interest for the provisions of Part I, Chapter 130 of the General Statutes is hereby declared as a matter of legislative determination.

BOUNDARY

The boundary of the South Norwalk TOD Redevelopment Area (the "Redevelopment Area") is shown in Figure 1-1 and contains two subareas: the TOD District and the Lexington Avenues Neighborhood. The parcels within the boundary are listed in *Appendix 8.A*.



Figure 1-1: South Norwalk TOD Redevelopment Area

The Redevelopment Area contains two subareas: the TOD District and the Lexington Avenue Neighborhood.

The TOD District is a mixed-use district; proposed zoning would allow a higher residential density closer to the South Norwalk Rail Station. Design guidelines for private development and public infrastructure within this Redevelopment Plan will ensure that anticipated new infill development will be consistent with the goals for a walkable, mixed-use district that is connected to the rail station, the waterfront, and the surrounding residential neighborhoods.

The Lexington Avenue Neighborhood is primarily residential with some neighborhood commercial uses. Village District zoning would help to preserve and protect the historic character of this neighborhood, as proposed by the Springfield-Whitville/Lexington Avenue Historic Preservation Strategy (2015). Design guidelines for this neighborhood are included in this Redevelopment Plan and require new development or substantial rehabilitation to be compatible with the existing historic context.

1.2 Purpose of the Plan

The purpose of this Redevelopment Plan is to materially improve the conditions of the South Norwalk area by encouraging the development of complete, compact neighborhoods that draw new residents and businesses within a socially and economically diverse district centered on the South Norwalk Metro-North Railroad Station. The neighborhoods within this district should be of moderate scale, be both mixed-use and mixed-income, and have adequate amenities for circulation, public safety, and open space.

Every City seeks a strong fiscal base and healthy markets to sustain itself and allow for all its residents to thrive. The redevelopment of urban districts and neighborhoods contributes to that objective.

Equitable development combines both people-based and place-based strategies and the city's economic development tools, land use policies, and regulations both to create a thriving City

based on a mutually supportive relationship between neighborhoods and commercial districts and to achieve the following principles:

- Create stable socially and economically diverse neighborhoods that are sustained by minimizing the neighborhood transition costs impacting existing low/moderate income (LMI) residents.
- Provide for LMI residents to establish equity in the revitalization by becoming investors in the redevelopment goals and objectives, not disaffected by them.
- Create mutually supportive business districts and neighborhoods that rely on each other to flourish.

The goals of equitable development are to:

- Have a positive impact on the general conditions of a neighborhood which leads to a positive impact on individuals within the neighborhood.
- Respond quickly to market pressures.
- Maintain existing owner occupied, rental and SRO housing in the area.

- Ease price pressures by employing smart growth and sustainable development density principles.
- Streamline new development approval process by making desirable uses allowable as of right.
- Use business assistance and loan funds to allow neighborhood businesses to effectively respond to neighborhood economic changes.
- Use public assets and facilities as tools to leverage needed neighborhood resources and improvements such as affordable housing, community services, and high quality public realm and infrastructure improvements.
- Educate residents regarding their rights via the City's Fair Rent and Fair Housing resources.
- Increase district educational resources: public, non-profit, and/or private.
- Ensure that the dialogue regarding the ongoing impact of neighborhood transition is ongoing, open, and transparent.

The goals, objectives, and implementation strategies outlined in this Redevelopment Plan are based on the *South Norwalk Railroad Station*



tion Area Transit Oriented Development Strategy Final Report (TOD Strategy), approved by the Norwalk Common Council in October 2011. The *TOD Strategy* recommended methods to encourage private reinvestment in the neighborhood to be consistent with transit-oriented development. Other recommendations include zoning changes within the Redevelopment Area and public infrastructure improvements.

This Redevelopment Plan incorporates two previous urban renewal areas whose plans have expired: the *Urban Renewal Plan for the South Norwalk Project Area No. 1* (1962) and the *South Main Corridor Urban Renewal Plan* (1990).

The original purpose of the 1962 plan was to clear and redevelop certain properties and to provide public improvements, primarily related to the widening, realignment, repaving, and/or closure of existing street infrastructure and the realignment, construction, or reconstruction of related utilities.

The original objectives of the 1990 plan were to encourage private investment by (1) allowing a mix of uses, including an increase in the housing supply; (2) establishing an identity for the area, including improving the physical appearance and requiring new construction to be consistent with the existing context; (3) promoting the preservation of historic buildings that contribute to the Washington Street Historic District and the Hanford/Elizabeth/Haviland Historic District; (4) insuring an adequate supply of parking; (5) reinforcing development proposed for the South Norwalk Railroad Station, and (6) encouraging the creation of public spaces.

The goals, objectives, and implementation strategies of this Redevelopment Plan are a continuation of those of the 1990 plan, but applied to a broader area.

The recommended zoning changes, provided in *Appendix 8.D Proposed Zoning Changes*, would work in concert with this Redevelopment Plan and the recommendations of the *TOD Strategy*

to accomplish the goals and objectives described below and in *Section 4 Implementation Strategy*.

"The public realm area includes all public places and the building elements that are physically and/or visually accessible to the public regardless of who actually owns the space. Such places and elements can include but are not limited to, streets, pedestrian ways, bikeways, bridges, plaza, nodes, square, gateways, parks, waterfronts, natural features, view corridors, landmarks, and points at which a building establishes interaction with the public via design or use either interior or exterior that is beyond a commercial purpose"

UNIONVILLE, CT
NORWALK, CONNECTICUT
THE NORWALK COMMON COUNCIL
AND THE NORWALK TOWN DEVELOPMENT AGENCY
2012
PAGE 11

1.3 Statement of Objectives

The extensive public process and technical research that laid the groundwork for the *TOD Strategy* identified a series of goals and objectives for the Redevelopment Area. These goals and objectives are divided into six categories, listed below, with the primary goal for each strategy:

- **NEIGHBORHOOD** – Develop a continuous, coherent pattern of pedestrian-friendly streets, sidewalks, and paths that line and connect blocks with complete and compatible development and land uses that create a cohesive and attractive environment in which to live, work, shop, visit, and enjoy in the neighborhoods around the Rail Station.
- **DIVERSITY** – Encourage and maintain a diverse neighborhood that provides housing, employment, shops, services, and restaurants that attract and support a wide range of cultures and incomes. Economic and cultural diversity is an asset to the area.
- **HOUSING** – Preserve existing low-to-moderate income housing units and add more

Workforce Housing. Privately-owned low-to-moderate income housing units that are not deed-restricted are defined as units in buildings of six or fewer dwelling units that were built prior to 1960. (See diagram on facing page.)

ECONOMIC DEVELOPMENT – Invite and support development as a combination of new buildings and renovations that create a long-term, sustainable mixed-use pattern that contains a balanced quantity of housing, commercial, retail, civic, and institutional uses, while protecting existing residents from displacement.

URBAN DESIGN CHARACTER AND QUALITIES – Shape the fabric of buildings, spaces, streets, and places to create distinctive and complete urban neighborhoods that contain diverse but well-connected components.

CIRCULATION AND TRANSPORTATION – Enhance pedestrian and bicycle connectivity, while channeling and enabling vehicle circulation to be consistent with neighborhood quality and supporting

the economic development goals for appropriate locations within the neighborhood.

- **COMMUNITY SECURITY AND SAFETY** – Create safe and secure environments for residents, commuters, business owners, and visitors in the neighborhoods around the Rail Station.

The objectives related to each goal can be found in *Section 4 Implementation Plan*.

This diagram shows the location of structures built prior to 1960 (outlined in grey) that contain six or fewer rental housing units (diagonal lines).

This data was obtained from the City's Office of the Assessor and should not be relied upon as a fully accurate inventory of such housing. Data from an assessor's office is frequently updated.

The purpose of this diagram is to indicate possible locations of such housing. Further information would be required to demonstrate that the building in question met the relevant criteria.



Figure 1-2 Possible sites of affordable housing that are non deed restricted

1.4 Summary of Implementation Strategy

The *TOD Strategy* identifies a series of strategies to address the goals for its Study Area (incorporated within the Redevelopment Area). The strategies that are appropriate for this Redevelopment Plan are divided into four categories, as shown on the facing page.

The Norwalk Redevelopment Agency may undertake certain actions in order to implement these strategies.

PROPOSED REDEVELOPMENT ACTIONS

The Norwalk Redevelopment Agency has certain tools, as authorized by Chapter 130 of the Connecticut General Statutes, which it can use to achieve the goals and objectives of this Redevelopment Plan. These tools include the following:

- Acquisition and disposition of real property.

- * Acquisition or rental of real property by purchase, lease, exchange or gift.
- * Acquisition of real property by eminent domain, as authorized by Section 8-127a. The use of eminent domain requires approval on a parcel-by-parcel basis from the City Council.
- * Issue bonds and other obligations.
- Borrow and accept grants from the federal government or other source.

The Norwalk Redevelopment Agency is authorized to undertake surveys and plans, including the following:

- Plans for carrying out a program of voluntary repair and rehabilitation of buildings and improvements.
- Plans for the enforcement of laws, codes and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition or removal of buildings and improvements.
- Develop, test and report methods and techniques, and carry out demonstrations and

other activities for the prevention and the elimination of slums and blight.

The ability to conduct design review, according to design guidelines defined within this Redevelopment Plan, is included under the authorization above.

REDEVELOPMENT PROJECTS

The Norwalk Redevelopment Agency may also plan and undertake redevelopment projects as defined by Chapter 130 of the Connecticut General Statutes. Activities authorized under Section 8-141 include the following:

- Redevelopment, rehabilitation, and/or conservation work to eliminate or prevent the development or spread of slums or substandard, insanitary, blighted, deteriorated or deteriorating areas
- * Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements
- * Acquisition of real property and demolition, removal or rehabilitation of build-

FOCUS AREA	ACTION	STRATEGY
Redevelopment	- Focus on moderate scale, mixed use redevelopment of key sites relatively close to the Rail Station. - Leverage City ownership. - Unlock public/private redevelopment at the Rail Station, Webster Street Block, and Day Street.	- Assist in land assembly/reorganization of land in conjunction with viable projects. - Unlock public/private redevelopment through strategic development, land use or disposition agreements incorporating City-owned land at the Rail Station, Webster Street Block, and Day Street lots.
Housing and Residential Quality of Life	- Expand housing opportunities for market rate units. - Promote a mixed-income, diverse neighborhood and high quality of life for everyone through amenities, public safety programs, open space.	- Provide zoning to allow non-conforming office or commercial use to charge housing. - Preserve existing affordable housing - Maintain work-force zoning or incentives for large, multi-family developments. - Focus programs to support home ownership within walking distance of the Station. - Improve parks and extend pedestrian corridors to and along the Waterfront.
Pedestrian Environment and Connections	- Provide improved pedestrian corridors connecting South Norwalk neighborhoods to the Rail Station with streetscape enhancements. - Target initial improvements within the blocks adjacent to the Rail Station. - Support bicycle use.	- Improve streetscapes, sidewalks, paths, ramps, and stairs including consistent lighting along the principal pathways to and from neighborhoods, in conjunction with traffic calming along neighborhood streets; not intended for through traffic. - Expand sidewalk and streetscape improvements throughout the neighborhoods. - Extend bike routes along streets leading to the Station; provide secure bike parking.
Circulation and Parking	- Provide additional commuter parking near the Rail Station to the extent that it benefits Norwalk and has limited visual and traffic impacts. - Provide modest expansion of public parking at Webster Street. - Direct commuter-related vehicle traffic away from neighborhood streets. - Provide substantially improved space and circulation at the Rail Station for shuttles, pick-up and drop-off.	- Establish public/private venture to create a parking structure at Henry/Chestnut Street. - Seek grants, funds and "gap" financing for a parking deck at Webster Street for that portion of the costs that cannot be covered by revenues. - Provide wayfinding signage, street and intersection design to direct primary commuter traffic to and from the Rail Station along Martin Luther King, Jr. Drive. - Use grants and other sources to fund improvements to expand and reorganize pickup and drop-off on the east side of the station, between Henry and Monroe Streets.

ing and improvements thereon where the agency has determined the same to be necessary to eliminate unhealthy, insanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, or to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities.

- * Installation, construction or reconstruction of streets, utilities, parks, playgrounds and other improvements necessary for carrying out the objectives of the urban renewal project.
- * The disposition, for uses in accordance with the objectives of the urban renewal project, of any property or part thereof acquired in the area of such project; provided such disposition shall be in the manner prescribed in this part for the disposition of property in a redevelopment project area.

This plan is a Redevelopment Plan under Section 8-127. Should the Norwalk Redevelopment Agency choose to undertake a redevelopment project, the Agency would have to update this Redevelopment Plan consistent with the requirements of Section 8-136 of Chapter 130 of the Connecticut General Statutes.

The Norwalk Redevelopment Agency anticipates that, depending on the outcome of the planning process, the completed Webster Block Master Plan and any related project may be added to this Redevelopment Plan.

The Norwalk Redevelopment Agency anticipates the disposition of some or all of the Webster Street Block, depending on the results of the current planning efforts around the future of that area.

Property Acquisition

The Norwalk Redevelopment Agency does not anticipate the acquisition of specific parcels at this time. From time to time, the Agency acquires residential properties at market prices for its South Norwalk Housing Pilot Program.

Future acquisitions for a redevelopment project would require the amendment of this plan as noted in Section 6.3 *Property Acquisition Plan*.

The Norwalk Redevelopment Agency must follow the procedures for acquiring real prop-

erty by eminent domain under a redevelopment plan as set forth in Chapter 130 Section 8-127a of the Connecticut State Statutes. The Norwalk Redevelopment Agency does not intend to use eminent domain for acquisitions under this Redevelopment Plan, and could not use eminent domain without the approval of the City Council.

Property Disposition

The Norwalk Redevelopment Agency anticipates the disposition of some or all of the Webster Street Block, depending on the results of the current planning efforts around the future of that area.

Relocation Schedules

As noted in Chapter 130 Section 8-125 Definitions, the need to relocate families as a result of the proposed improvement must be addressed within the Redevelopment Plan.



The immediate public improvements anticipated by this plan are the adoption of zoning regulations for the TOD District and the Lexington Avenue Neighborhood, and the adoption and enforcement of the related design guidelines for each area. No relocation is anticipated as a result of these public actions.

Should the Norwalk Redevelopment Agency undertake a specific redevelopment project, as noted above, this Redevelopment Plan would have to be amended, and the required schedules identifying the number of families that would be displaced and the plans for temporary relocation would be incorporated as part of the amended plan.

Private actions within the Redevelopment Area may result in the displacement of families. The Norwalk Redevelopment Agency recommends the developer work with the City to provide priority accommodation for families within City-regulated housing inventory. The family should be given priority first for appropriate City-regulated housing within the Redevelopment Area and, if not such housing is available or suitable, the family should be given priority for appropriate City-regulated inventory within a reasonable distance of the housing from which the family was displaced.

1.5 Consistency with Plan of Conservation and Development

This Redevelopment Plan is consistent with goals of the City of Norwalk *Plan of Conservation and Development*, June 2008 (POCD).

The POCD divides the implementation strategies into major topics.

- Balanced Economic Growth.
- Environment and Infrastructure.
- Open Space and Recreation Systems.
- Community and Cultural Facilities.
- Transportation.
- Governance, Zoning, and Urban Design.

Each topic is subdivided into categories, and each category has a specific set of goals and related strategies. The table on the next page provides the major strategies from the POCD which are consistent with the goals and implementation strategies in this Redevelopment Plan.

A. BALANCED ECONOMIC GROWTH	
A.1 General	• A.1.2 Support and expand economic development initiatives to achieve the goals of this plan and to ensure economic benefits and responsibilities are shared among all residents
A.2 Housing	• A.2.1 Provide for the creation and continuation of diverse housing opportunities. • A.2.2 Rehabilitate Norwalk's existing inventory of public, private, and non-profit housing. • A.2.4 Use publicly owned land to provide long-term affordability
A.3 Office	• A.3.1 Encourage office development in appropriate locations
A.4 Retail	• A.4.1 Expand the retail sector
A.6 Redevelopment	• A.6.1 Modify Redevelopment Plans in response to updated market studies and other recent findings. • A.6.2 Advance current Redevelopment Plans • A.6.3 Explore opportunities to designate additional Redevelopment Areas as a means to achieve plan goals
B. ENVIRONMENT AND INFRASTRUCTURE	
B.1 General	• B.1.1 Protect the city's environment and natural resources for current and future generations.
B.8 Sustainability	• B.8.1 Adopt programs which promote resource conservation and discourage waste.
B.10 Other Utilities	• B.10.1 Require public utilities to meet present and future demand.
C. OPEN SPACE AND RECREATION SYSTEMS	
C.1 General	• C.1.3 Provide and maintain an attractive open space system for the enjoyment of all residents.
C.3 Recreation	• C.3.1 Provide a greater diversity of recreation facilities and programs to meet the needs of all user groups, including new facilities for supervised recreation for young people.
C.4 Trails and Bikeways	• C.4.1 Create a network of walking and bicycle trails among neighborhoods, points of interest, and opposite sides of the river and harbor.
D. COMMUNITY AND CULTURAL FACILITIES	
D.6 Health	• D.6.1 Accommodate and encourage active lifestyles.
D.7 Cultural Facilities	• D.7.1 Strive for a connected network of cultural attractions.
E. TRANSPORTATION	
E.1 General	• E.1.1 Provide an efficient and effective system of transportation.
E.2 Transit	• E.2.2 Create an enhanced intermodal station at the South Norwalk Station
E.3 Traffic Management	• E.3.1 Provide a safe and efficient vehicular transportation system
E.5 Parking	• E.5.1 Support economic growth in the city with appropriate parking strategies.



F. GOVERNANCE, ZONING, AND URBAN DESIGN	
F.2 Zoning	F.2.1 Examine and modify existing zoning where necessary to achieve the goals of this plan.
F.3 Planning	F.3.2 Conduct new planning studies where necessary to further the goals of this plan.
F.4 Urban Design	F.4.1 Strengthen the character of neighborhoods and commercial areas and improve the quality of architectural design.
	F.4.2 Design streets for people as well as vehicles.
	F.4.3 Improve the appearance of public plazas, streets, and rights-of-way.
	F.4.5 Enhance primary gateways.
F.5 Historic Preservation	F.5.1 Designate, preserve, and re-use historic and architecturally significant landmarks, structures, and districts where economically feasible.
F.7 Other	F.7.2 Improve the standards for light pollution to maintain the health and quality of life our residents enjoy.



1.6 Summary of Benefits from Improvements

ECONOMIC BENEFITS

By adopting the recommended zoning changes to allow more housing and retail in a mixed-use development district, as well as infrastructure and other improvements and initiatives in the recommended implementation strategy, the City will facilitate the creation of more market rate housing and support a diversified housing strategy within South Norwalk.

Demand for market rate rental housing is particularly strong now and is projected to remain strong over the next several years for the young professional (under 35) and empty nester (between age 55 and 74) age groups, both of which seek walkable transit and shopping amenities. A more diversified population will encourage greater investment in local business enterprises and jobs and will provide additional support for existing retail and restaurant uses.

Regulatory changes (especially zoning) are particularly cited by recent and prospective developers as important to spur additional development that can capture a greater share of regional demand within South Norwalk, will not burden the current City budget, and will likely lead to increased tax ratables and net fiscal income.

Over time, as incompatible uses are replaced by new development, the impact of these incompatible uses on the neighborhoods will diminish. This change will provide both an economic benefit and a higher quality of life for neighborhood residents.

Opportunities exist for residential, hotel and other commercial development on the west side of Water Street enabling full view amenities of the harbor and easy access to the waterfront, thus capturing the benefits of a waterfront location without encroachment on marine industries. The displacement of water dependent

uses by residential, hotel and mixed use developments where allowed on historically working waterfronts, has been to the detriment of the community-wide economy and tax base in many communities.¹

PUBLIC INFRASTRUCTURE BENEFITS

Circulation and transportation improvements can alleviate traffic congestion and improve connections for all users. Efficient connections are safe for all users; a focus of the proposed transportation improvements is improving the pedestrian and bicycle environment. This would be accomplished as part of a larger complete streets approach that would balance the needs of all user groups that must share the roadways and public right-of-way. An improved bicycle and pedestrian environment encourages a general mode shift which reduces traffic, improves air quality, and increases sustainability. It has

¹ See for example *The Contribution of Waterfront Land uses to Municipal Revenues in Newport, RI*; prepared by FXM Associates for the University of Rhode Island Coastal Resources Center, August 2010

been shown that areas with a more equal mode share have improved economic development results and experienced a general improvement in economic circumstances. While communities cannot always directly influence redevelopment proposals, providing a safe and efficient transportation network that balances all modes and users can encourage private redevelopment since developers can be assured that potential tenants and users will be able to access the new development.

Improved traffic patterns and parking options at the South Norwalk Railroad Station will lessen congestion in the area surrounding the station as well as improve safety and circulation within the station itself. This will allow the station and associated bus service to serve more customers and may encourage drivers of single occupancy vehicles to shift patterns and use the bus, walk, or bicycle to the train station.

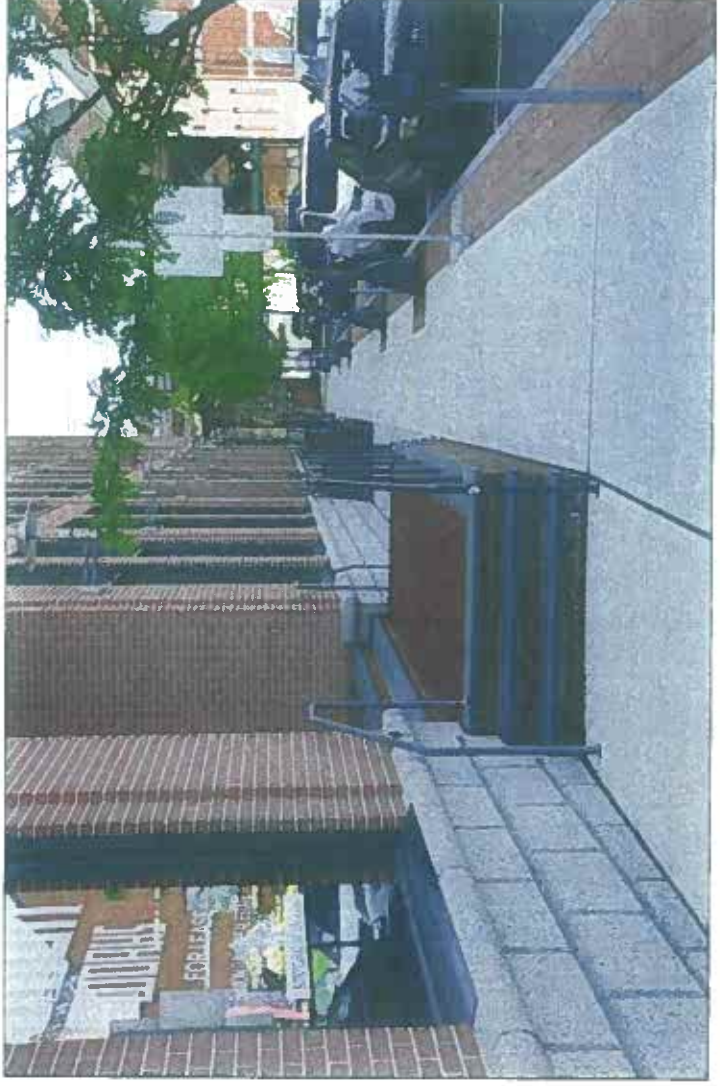
At some point in their trip, all people are pedestrians. The park-once concept proposed for the area, combined with the overall complete streets

approach and improved pedestrian infrastructure and connections, will serve the community by improving safety and enabling businesses to attract pedestrians. Attractive storefronts accompanied by the pedestrian improvements recommended in this plan have been shown to improve the economic viability of an area by promoting a safe and healthy environment. Similarly, reduced travel speeds on selected roadways allow pedestrians and bicyclists to feel safe while giving motorists the opportunity to see the stores and businesses they are passing.

Infrastructure improvements, including roadway, parking, and sidewalk improvements, would allow South Norwalk to redevelop in the manner proposed while ensuring that current residents and businesses are adequately served by the public infrastructure. Additional study is necessary to determine the carrying capacity for public utilities in the area. Ensuring adequate capacity for the types and scale of development this plan recommends will encourage private investment. Developers will be more likely to consider a project in the area if they can be as-

sured the public infrastructure that would serve the project is adequate.

Streetscape, plaza, and infrastructure improvements benefit pedestrians and cyclists while providing a foundation for increased economic development and revitalization. During previous planning studies, pedestrian safety and criminal activity were often cited as a concern. This plan proposes the installation of emergency call boxes to assist the community in reporting and preventing crime. Vibrant and busy areas tend to have less criminal activity due, in part, to the theory of "Eyes on the Street." The volume of activity created by pedestrians, residents, shop owners, and patrons increases the likelihood that criminal activity will be witnessed, so people are less likely to commit crimes in busy and active areas. Enhanced streetscapes that include pedestrian-scale street lighting and pedestrian infrastructure such as benches also increase the number of eyes on the street and thereby contribute to increased safety.



2. SUBMITTAL OF DOCUMENTS

COPIES OF DOCUMENTS

The intent of the implementation strategies in this Redevelopment Plan is to create an environment that will provide incentives for private investments in housing and jobs. In order to measure progress, it is important to understand the existing conditions in the area. This section is a summary of the conditions of blight, a snapshot of the current demographics and market conditions for housing and retail, and existing infrastructure conditions.

2.1 Summary of Existing Blighted Conditions

Under CGS Chapter 130 Section 8-125(7), a Redevelopment Area is “deteriorated, deteriorating, substandard, or detrimental to the safety, health, morals or welfare of the community.” The statutes define “deteriorated” or “deteriorating” in terms of the number of buildings that are deficient or that have environmental deficiencies and lists a number of possible types of deficiencies. For the State of Connecticut, 20% of the buildings in the area must meet this definition, but not every building must meet every definition.

The CDBG Program has slightly different requirement. Under CFR 570.208(b)(1), the area must meet the requirements of the relevant state law and must also meet one of two additional criteria: either 25% of the buildings within the area must meet certain conditions, compatible with those in CGS Chapter 130, or the public infrastructure must be in a “general state of deterioration.”

The proposed Redevelopment Area meets the requirements of both Chapter 130 Section 8-125 and CFR 570.208(b)(1). A memorandum from The Cecil Group to the Norwalk Redevelopment Agency, dated April 14, 2015, provides the analysis that supports this finding. A revision of this memorandum is provided in *Appendix 8.B Determination of Blighted Conditions*.

The total number of properties in the two subareas is 496, 373 parcels meet one or more of the criteria above. Thus 75% of the parcels within the Redevelopment Area meet both the state and federal criteria for deteriorated conditions and significantly exceed the 20% (for state) and 25% (for federal) thresholds.

The table below identifies the number of properties and percentage of the total. Please refer to *Appendix 8.B* for the supporting detail.

Total Blighted Properties in the Redevelopment Area

SUBAREA	TOTAL NUMBER OF PROPERTIES	NUMBER OF PROPERTIES MEETING ONE OR MORE CRITERIA	PERCENTAGE OF PROPERTIES MEETING ONE OR MORE CRITERIA	MEETS STATE?	MEETS FEDERAL?
TOD District	209	161	77%	Y	Y
Lexington Avenue Neighborhood	287	212	74%	Y	Y
Total	496	373	75%	Y	Y



Race and Age

The Lexington Avenue Neighborhood is significantly more Hispanic/Latino than the other three areas and younger than all three. The TOD District has a much more diverse population than either the City of Norwalk or Fairfield County. The population is also younger than that of the City or the County.

2.2 Summary of Existing Market Conditions

The information in this section is a summary of the technical memorandum provided in *Appendix 8.C Market Conditions and Redevelopment Feasibility*. These snapshots and expected trends provide a base for measuring progress in the Redevelopment Area as a result of successful implementation of the strategies outlined in this plan.

SNAPSHOT: DEMOGRAPHICS

The demographics of the South Norwalk TOD District indicate significant differences between this area and the City as a whole. The population of the TOD District is approximately 2,361, or about 3% of the population of the City of Norwalk.

Comparison of Race and Age

	WHITE	AFRICAN AMERICAN	HISPANIC OR LATINO	AVERAGE AGE
TOD District	46%	22%	41%	36.1
Lexington Avenue Neighborhood	22%	24%	74%	32.0
City of Norwalk	66%	14%	28%	39.3
Fairfield County	73%	11%	19%	39.5

Income

Incomes are lower in the both the Lexington Avenue Neighborhood and the TOD District than in either the City or the County. The table below shows the two extremes in income, and the median household income.

Comparison of Household Income

	< \$15,000	> \$125,000	MEDIAN HOUSEHOLD
TOD District	21%	14.2%	\$48,592
Lexington Avenue Neighborhood	18%	7.7%	\$41,682.3
City of Norwalk	11%	26.6%	\$73,065
Fairfield County	8.9%	32.3%	\$80,998

Residential Ownership and Length of Tenure

Housing units in the TOD District and in the Lexington Avenue Neighborhood are more likely to be rented than owned; the length of tenure is less than that of the City or the County. However, the length of time a homeowner has occupied their home (tenure) is significantly longer than in either of the three other areas of comparison.

Comparison of Rental and Ownership

	RENTAL	TENURE	OWNERSHIP	TENURE
TOD District	76%	7.4 years	24%	16.1 years
Lexington Avenue Neighborhood	68%	7.6 years	32%	21.3 years
City of Norwalk	38%	8.1 years	62%	18.1 years
Fairfield County	32%	8.3 years	68%	17.7 years

In the Lexington Avenue District, the median value of all owner-occupied housing is \$305,753, for the TOD District, the median value is lower, at \$236,797.



Employment and Commute

Workers in the Lexington Avenue Neighborhood have the shortest average commute, and those in the TOD District have a shorter average travel time than workers in the County and slightly longer than those in the City. However, these shorter commutes do not lead to the same type of employment. The Redevelopment Areas has 3% of the City's businesses, 3% of its employees, and 4% of its annual sales.

Comparison of Commutes and Employment

	AVERAGE COMMUTE	TOP THREE INDUSTRIES (BY EMPLOYEES)		
TOD District	28 minutes	Public Administration	Construction	Transportation and Warehousing
Lexington Avenue Neighborhood	26 minutes	Construction	Other Services (Except Public Administration)	Healthcare and Social Assistance
City of Norwalk	27 minutes	Healthcare and Social Assistance	Retail Trade (Food and Beverage Stores)	Professional, Scientific and Technical Services (Office)
Fairfield County	31 minutes			

The chart below left shows the top three industries by number of employees. In general, the type of employment in all three areas is quite diverse. 2,300 people work in the TOD District and the 206 businesses produced \$567 million in sales in 2015. In the Lexington Avenue Neighborhood, 42 employees work for 201 businesses and produce annual sales of \$37.7 million in 2015. By sales, Wholesale Trade is the largest sector in the TOD District (\$356.9 million); Construction (\$72.4 million) and Information (\$30.8 million), are the second and third largest sectors, respectively. In the Lexington Avenue Neighborhood, the largest industries by sales are Construction (\$14.5 million), Retail (\$5.7 million), Wholesale Trade (\$5.6 million). These figures, along with other industries' data, appear in the complete chart in Appendix 8.C.)

SNAPSHOT: MARKET DEMAND TRENDS: RENTAL HOUSING

Although the Norwalk Redevelopment Agency does not intend to undertake any public actions that would result in the displacement of families, it is important to understand the current housing conditions and expected trends in order to evaluate changes within the Redevelopment Area over time.

The following data is based on South Norwalk as a whole rather than the two subareas. The average rentals shown to the right for the market area are above the average affordability range

for demand assessed by the Housing Demand Model explained in Appendix 8.C.

Market Area Average Monthly Rents
(Apartment and Condominiums), June 2015

	MONTHLY RENT	SQUARE FEET
Studio	\$1,600	600
1-bedroom	\$1,600	657
2-bedroom	\$2,400	974
3-bedroom	\$3,300	1,580

The estimated annual demand is considered in terms of both affordable rental prices and age groups. In terms of prices, estimated demand decreases as the price level increases.

Estimated Demand Based on Monthly Rent

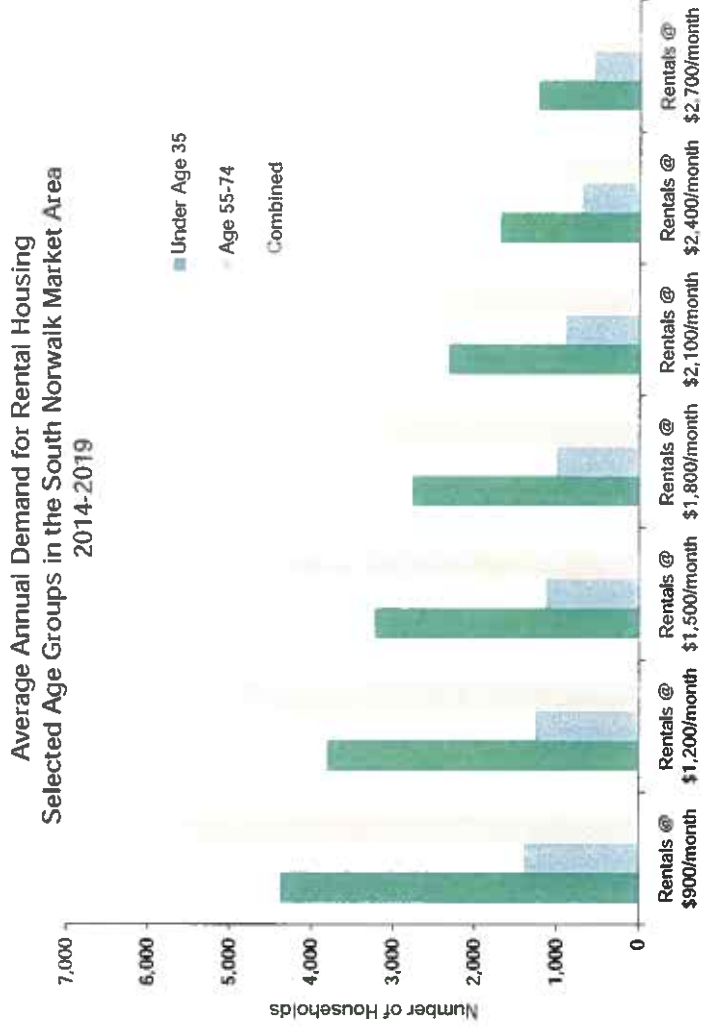
MONTHLY RENTAL PRICE	ESTIMATED ANNUAL DEMAND IN SOUTH NORWALK
\$900	150
\$1,200	135
\$1,500	120
\$1,800	105
\$2,100	90
\$2,400	70
\$2,700	55

Rentals are particularly attractive to two distinct age groups – those under 35 and those between 55 and 74. Both age groups work well in the same development as they are very interested in living within walking distance of stores, restaurants, and transit. They are also the target age groups for recent market rate rental projects completed and successful within the Redevelopment Area.

In South Norwalk, the population cohort aged 55-74 is expected to increase over the next five years. Lower-income households in the 25-34,

35-44, and 45-54 groups are expected to decrease in number over the next five years. Increases in higher income households are projected to be very minor in these age categories.

Estimated average annual demand by age groups is shown in the table below.



CURRENT MARKET

The Norwalk Redevelopment Agency was able to provide recent information (as of June 2016) on current construction projects and rental prices in the Redevelopment Area. In projects less than five years old, the average rent for a one-bedroom apartment is \$1,944 a month and \$2,453 per month for a two-bedroom apartment.

Recent projects in the South Norwalk area include the following:

NAME AND ADDRESS	PROJECT TYPE	UNITS OF HOUSING	STATUS
99 Washington Street	Mixed use	66	Under construction
The Avrick (14 and 16 North Main Street)	Mixed use	8	Construction complete
Washington Village (13-20 Day Street)	Multifamily	273	Extension granted (February 2017)
Maritime Village (17-19 Day Street/Raymond Street)	Mixed use	76	Extension granted (October 2016)
11 Chestnut Street	Mixed use	17	Extension granted (September 2016)

SNAPSHOT: MARKET DEMAND TRENDS: RETAIL

The purpose of this snapshot is to identify current and projected demand for retail and restaurants within the Redevelopment Area.

The retail analysis in *Appendix 8.C* demonstrates that significant retail spending by households within the Redevelopment Area takes place outside of the neighborhood. This creates an opportunity for new retail activity, either by new stores or expansion of existing ones.

There is significant demand for the types of businesses that would support the walkable mixed-use district and the surrounding neighborhoods that is the goal of this Redevelopment Plan. There are sales opportunities large enough to support more business in: Limited Service Eating Places; Gift, Novelty and Souvenir Stores; Specialty Food Stores; Convenience Stores; and several other categories shown more fully in the summary table below.

Selected Potential Retail Development Opportunities for South Norwalk based on 2014 Retail Gap

Store Type and NAICS	Selected Sales Opportunity/Gap	Supportable Square Feet	Estimated Capturable Square Feet	# Stores
Hardware Stores-44413	5,439,780	26,490	15,000	1
Nursery and Garden Centers-44422	6,545,821	28,082	12,000	2
Convenience Stores-44512**	7,847,923	17,299	7,500	3
Specialty Food Stores-4452	26,366,904	42,681	10,000	3
Beer, Wine and Liquor Stores-4453	23,755,872	70,854	6,000	2
Cosmetics, Beauty Supplies, Perfume Stores-44612	1,630,593	3,872	3,000	1
Other Health and Personal Care Stores-44619	5,326,515	10,823	4,000	2
Jewelry Stores-44831	8,246,817	13,582	3,500	2
Luggage and Leather Goods Stores-44832	4,688,373	15,050	6,000	2
Sporting Goods Stores-45111	7,662,570	27,382	14,000	2
Hobby, Toys and Games Stores-45112	4,238,100	18,667	9,000	2
Musical Instrument and Supplies Stores-45114	10,772,742	42,506	10,000	2
Gift, Novelty and Souvenir Stores-45322	12,495,488	65,285	20,000	4
Limited-Service Eating Places-7222	17,366,006	50,796	20,000	10
	142,383,504	433,168	140,000	38

SOURCE: A.C. NIELSEN SITE REPORTS; OTHER SOURCES; ANI/FXM ASSOCIATES

2.3 Existing Infrastructure Conditions

A city's public infrastructure is an important foundation for the community that is often overlooked. Infrastructure allows residents and business people to access their homes and jobs, while providing water and other services they rely on. Infrastructure includes roadways and related amenities, utilities, environmental conditions, and public transit. This section provides a review of the existing conditions for the various public infrastructure servicing the Redevelopment Area. Recommendations for improvements or changes to the infrastructure system can be found in *Section 4 Implementation Strategy*.

CIRCULATION AND TRANSIT

Transit

The South Norwalk Railroad Station is the area's transit hub. The station is served by both

the New Haven and Danbury Branch rail lines. Public and commuter buses, operated by the Norwalk Transit District, also serve the station and the surrounding area. Though the Norwalk Transit District buses are equipped with bicycle racks, pedestrian and bicycle connections between modes could be improved. Additional bicycle racks have been installed at the station, but more capacity is needed to add bike racks that are more secure. The station itself has been the subject of several studies to improve service, safety, and connections. Previous recommendations for improving the station include increased parking, indoor bicycle parking at the eastbound station, and development along the east side of the railroad right-of-way. The traffic pattern through the area contributes to multi-modal congestion. Recent improvements include an additional taxi queue on the eastbound side, but other land acquisitions to public/private partnerships will be required to continue to address multi-modal transportation and moving traffic off residential streets.

The South Norwalk Railroad Station is the busiest and largest railroad station in Norwalk and is comprised of an eastbound and a westbound station. The stations are connected by a tunnel. Metro-North operates 70 trains to New York City, 53 to New Haven, 14 to Danbury, and 6 to Waterbury each weekday, weekend and holiday service provides 45 trains to New York City, 34 to New Haven, and 6 each to Waterbury and Danbury daily. The Connecticut Department of Transportation's Shore Line East provides limited east and westbound service at the station. Though Amtrak trains pass through the South Norwalk Railroad Station, there is no Amtrak service available. Electronic message boards were installed in July 2016 in the eastbound station to announce real-time arrival and departure times of public bus and shuttle services to and from the station.

The Norwalk Transit District operates public bus service seven days a week throughout the City of Norwalk and several fixed routes serve the Redevelopment Area. WHITEBUS Routes 10, 11, and 12 serve South Norwalk and the

railroad station directly. Route 9 serves South Norwalk, passing along North Main Street and Water Street. The Connecticut Avenue Shuttle serves the South Norwalk Rail Station on week day evenings, Saturday evenings and through on the day on Sundays. The Main Avenue Shuttle serves Burtin Avenue and Water Street on weekday evenings. Saturday evenings and throughout the day on Sundays.

The Norwalk Transit District also operates commuter shuttles that are scheduled to coincide with the arrivals and departures of the Metro-North peak AM and PM commuter trains. Shuttles serving the South Norwalk Rail Station include the Merrin 7/Clover Avenue Shuttle, the Norwalk Hospital/Belden Avenue Shuttle, and the 10/20 Westport Road shuttle which has its final destination in Wilton.

All bus vehicles are wheelchair accessible and equipped with bicycle racks and electronic destination signs. In late 2016 a user-friendly mobile phone app will be released to provide bus passengers with real-time information on bus



Figure 2-1 Approximate Locations of Existing Bus Stations and Shelters

arrivals and departures, schedules, route maps, and trip planning functions. Twenty-eight bus stop signs exist with the study area. Many of these signs include route schedules and map displays. Three major stops include shelters and benches, including the stop for the South Norwalk Train Station located on Monroe Street. Flag stops are also common practice throughout the bus system. Transit interconnectivity is important to a productive transportation network. Passengers aboard Norwalk Transit District services can make quick and free transfers at the WHITES Hub located on Burnell Boulevard. Connections can be made to city-wide services or regional services traveling towards Stamford, New Haven or Danbury. Commuter shuttles are expressly scheduled for easy transfers to and from Metro-North trains. WHITES routes are non-coordinated with Metro-North, however several of the routes enable people to minimize wait times at the train station.

More so than vehicle networks, transit networks need to be integrated with the pedestrian network for users of all abilities (a "Complete

Streets" network) as all transit riders begin and end their trips as pedestrians. More information about Complete Streets, and the policies of the Connecticut Department of Transportation related to Complete Streets, can be found here: <http://www.ct.gov/dot/cwp/view.asp?id=3531&q=531678>

Vehicular Transportation

The South Norwalk area is served by a developed network of interstates, highways, and local streets. Route 7 and Interstate 95 are the major regional roadways. Eastbound motorists in South Norwalk are served by Exit 14 on Interstate 95 and westbound motorists are serviced by Exit 15. Through South Norwalk, Route 7 is a limited-access roadway that connects South Norwalk to many of the major employment sites north of the Merritt Parkway. South Norwalk also has a number of arterials and local roads. The area's major thoroughfare is Dr. Martin Luther King Jr. Drive, a north-south, four-lane, city-owned roadway. The area's other north-south roadways are West Avenue,

North Main Street (which becomes South Main Street at Washington Street), and Water Street (CT Route 136). The South Norwalk roadways are optimized for north-south travel; east-west travel is along a number of smaller arterials and local roadways. Washington Street is the most significant east-west roadway; it is the only street in South Norwalk that crosses the Norwalk River. Monroe Street and Henry Street are other roadways that provide east-west access through South Norwalk. Streetscape improvements have been completed on portions of Monroe Street and South Main Street, as of the writing of the *2012 Choice Neighborhoods Report* for Washington Village, streetscape and walkway improvements were planned for portions of Dr. Martin Luther King Jr. Drive, Monroe Street, Washington Street, Chesnut Street, and South Main Street. Intersection improvements were also planned for several intersections in the vicinity of the train station.

A "Complete Streets" approach has been recommended for the area, but is most important for the connectivity corridors. The north-south

2. SUMMARY OF EXISTING CONDITIONS

connectivity corridors include: Dr. Martin Luther King Jr. Drive between West Avenue and Knapp Street; North and South Main Street between West Avenue to the north and Wilson Avenue to the south; and Water Street. The east-west access connectivity corridors include: Washington Street, Monroe Street, and Concord Street. There are additional minor streets – Haviland Street, Elizabeth Street, Hanford Street, and Raymond Street – that serve an important role in connecting the area to the Norwalk River and South Norwalk Waterfront. Several streets in the area have on-street parking that serves to slow traffic. Previous planning studies and reports have recommended that travel speeds through the area be decreased to encourage a healthy street life that is welcoming for all forms of transportation (including pedestrians and bicyclists) and that a “park once” environment should be created.

In general, the network of local streets is effective, but traffic circulation at and around the railroad station is congested and inefficient. Additionally, parking and pedestrian access to

the two stations could be improved: the two stations are served by separate parking facilities, but the traffic and pedestrian patterns are not well-designed so there is often confusion and multiple vehicles jockeying for access and blocking one another. This also impacts transit riders, as buses cannot always pick passengers up in a single designated location. Parking at the railroad station is available for monthly pass holders as well as daily users; there is an approximately eighteen month waiting list for monthly passes. While additional parking appears to be necessary at the railroad station, parking studies have shown that nearby public parking facilities have excess capacity. There is also significant supply of private parking at individual sites in South Norwalk as well as private pay lots that offer both permit and hourly parking.

Pedestrian Connections

There is significant pedestrian activity in South Norwalk. Many roadways have sidewalks and the existing pedestrian infrastructure is strong, but the pedestrian network has critical gaps and

important areas need repair or redesign. Within each neighborhood, pedestrian connectivity seems better than between neighborhoods. A 2012 *Choice Neighborhoods Report* for Washington Village identified critical sidewalk network gaps on the majority of roads surrounding the South Norwalk Train Station.

The sidewalk conditions in South Norwalk vary tremendously. Some areas have wide, well-maintained sidewalks that create a pleasant pedestrian environment; other areas have narrow, uneven, and crumbling sidewalks littered with obstructions. The main north-south roadway, Dr. Martin Luther King Jr. Drive, is no different. Sidewalk conditions along Dr. Martin Luther King Jr. Drive are mixed; some areas have relatively wide sidewalks separated from the high-speed, high-volume vehicular traffic by a grass strip, other stretches have narrow sidewalks with multiple obstructions, and other areas have no sidewalk at all. Dr. Martin Luther King Jr. Drive creates barriers for pedestrians and cyclists alike.



Pedestrian crossings are often lacking or in need of repair. Many intersections have large curb radii, creating exceptionally long crossing distances. Some intersections are lacking crosswalks and appropriate approaches to roadway crossings. Many crossings which were not ADA-compliant have been corrected as has the lighting on the railroad underpass on Monroe Street. Pedestrian safety has been mentioned as a concern.

Some areas of South Norwalk already have an excellent pedestrian environment. These streets include Washington Street between North Main Street and Water Street and North Main Street. Washington Street provides the best example with wide brick sidewalks, pedestrian-scale lighting, street trees, bump-outs, public benches, and other pedestrian amenities such as plantings, and trash cans.

Bicycle Connections

South Norwalk's traditional street grid pattern, moderate-to-high intersection density, and land

use patterns make bicycles a practical mode of transportation. Many streets in the Redevelopment Area are suitable for bicycle travel. Bicycle infrastructure, such as on-street bicycle lanes, shared lane markings, and separated bike lanes, is almost entirely missing, although bicycle routes have been extended to the South Norwalk Railroad Station as part of improvements to Monroe Street. Public processes have identified and mapped bicycle routes; identification as a bicycle route does not mean that there is bicycle infrastructure in place, only that the area has significant bicycle activity. As with pedestrian connectivity, Dr. Martin Luther King Jr. Drive creates a significant barrier for bicyclists.

Bicycle parking is as important as bicycle lanes and markings. The westbound railroad station has an indoor bicycle parking facility as well as outdoor bicycle parking located near the main entrance; the eastbound station only has outdoor bicycle racks near the entrance. Other than at the train station, there is very limited bicycle parking available. Commercial establishments such as restaurants and stores are lacking bicycle

parking, which causes bicyclists to lock their bicycles on parking meters and sign posts. Buses owned and operated by the Norwalk Transit District are equipped with bicycle racks.

While on-street bicycle infrastructure and amenities are lacking, there are opportunities for recreational bicycling. The Norwalk River Valley Trail runs just north of the Redevelopment Area. While an excellent resource, use patterns and studies suggest it is primarily a recreational facility and not a substitute for on-street bicycle facilities and other improvements to the street network.

Water

South Norwalk is in the Second Taxing District. South Norwalk Electric & Water provides municipal water service in the area.

Sewer

South Norwalk is serviced by sanitary sewer with gravity mains. The City's sanitary sewer is operated and maintained by the Norwalk Water Pollution Control Authority. The preliminary treatment equipment at the wastewater treatment plant was recently replaced and upgraded.

Stormwater and Flood Management

The City of Norwalk is responsible for the operation and maintenance of the city's stormwater management system and for flood management. The Redevelopment Area includes stormwater pump stations.

A significant portion of the Redevelopment Area is within the FEMA 100 Year Flood Zones; these areas are subject to floodplain regulations and periodic flooding. Climate change will impact these areas as 10, 50, 100, and 500 year storms and flood events are predicted to become more frequent. New development, or significant alterations, must comply with floodplain

requirements that include provisions such as no net loss of flood storage capacity and elevating buildings and structures above the flood elevation level.

The issues of stormwater and flood management are far larger than the Redevelopment Area and have the potential to have a tremendous impact on the entire east coast. It appears that planning studies have not yet addressed the issue of periodic flooding throughout the Redevelopment Area. However, a study of the Washington Village Area, within South Norwalk, indicates that a major investment in infrastructure will be necessary to address floodplain concerns. The region was impacted by Super Storm Sandy and properties along Water Street and Day Street in South Norwalk suffered severe damage (See *Appendix 8.B Determination of Blighted Conditions*). Anecdotally, Water Street floods every time there is a full moon and the tide is high.

The Norwalk Harbor Management Commission (NHMC), in a letter to the Norwalk Redevelopment Agency dated March 29, 2016,

notes that "storm water runoff from a significant portion of the TOD Redevelopment Area drain into Norwalk Harbor." The NHMC further requests that this plan provide for "requirements or other provisions to reduce or mitigate runoff pollution into Norwalk Harbor."

Implementing sustainable and low impact development practices reduces the impact of flood events, reducing property damage and the need for prolonged evacuations as well as improves an area's overall resiliency.

Utilities

The entire Redevelopment Area is served by public utilities. South Norwalk is serviced by sanitary sewer and water. Electrical, natural gas, telephone, and cable/fiber optic services are also available. Some redevelopment and public infrastructure projects that have been undertaken in the last several years have included utility improvements. A project to improve a portion of West Avenue in the vicinity of Washington Village began in 2012. In preparation for the

types and scale of redevelopment and new development proposed in this plan, the utility infrastructure should be studied to identify any deficiencies that must be corrected to support increased demand.

High-Speed Internet

The ability to connect to the internet at a higher speed is critical to both established and emerging business types. While various service providers exist now, the State of Connecticut has proposed a project to establish open-access internet with speeds of one gigabit-per-second.

The CT Gig Project (<http://www.osc.ct.gov/gig/>) has a number of partners, including the Cities of New Haven, Stamford, and West Hartford. The competitive advantage of having fast internet connections is an important component for attracting redevelopment; both the City and the Norwalk Redevelopment Agency should explore this initiative and what it could mean for businesses within the City.



LAND

The Land Use Plan defines the characteristics and purposes of the Redevelopment Area, and the recommended zoning changes (Appendix 8.D) to create the TOD District and establish Village District Zoning for the Lexington Avenue Neighborhood. The related design guidelines and design review process for both subareas (Section 5) reflects those purposes. A critical component of the land use plan is the ability to connect new development to the South Norwalk Rail Station to encourage pedestrian and bicycle access and support the goal of transit-oriented development.

3.1 Land Use Plan

The primary purpose of this Redevelopment Plan is to support the transition from the current conditions to a walkable, mixed-use district, centered on the South Norwalk Rail Station, and connected to the surrounding neighborhoods with safe access for pedestrians, bicyclists, and motor vehicles. The preservation of existing affordable housing and the historic context of both the TOD District and the Lexington Avenue Neighborhood are critical to the overall strength of the Redevelopment Area.

The vision for fulfilling this purpose includes a series of cohesive infill projects supported by improved streetscape and circulation networks to create more continuous and higher quality environment for a mix of residential and commercial uses, as described in the *TOD Strategy*.

The three critical components that support this land use plan are the changes to current zoning that allow the mix of uses necessary to support the vision, design guidelines that allow the

Norwalk Redevelopment Agency to control the physical and visual experience of the Redevelopment Area, and public infrastructure improvements that support safe multi-modal access to the South Norwalk Rail Station and the surrounding neighborhoods.

3.2 Zoning Changes

TOD DISTRICT

The recommended zoning changes in *Appendix 8.D Proposed Zoning Changes* establish a new zoning district within the Redevelopment Area that replaces the existing zoning districts. The purpose of creating this new district is to implement the recommendations from the *TOD Strategy* relative to new development and public infrastructure improvements, to encourage a mix of uses around the South Norwalk Railroad Station that would benefit from a location near the rail line, and to reinforce an identity as a walkable district with both residential and commercial uses.

The regulations for the TOD District, including zoning changes (*Appendix 8.D*) and design guidelines (*Section 5 Design Guidelines*) will allow a mix of uses and a set of dimensional standards that are appropriate for Transit-Oriented Development (TOD) within a walkable distance from the South Norwalk rail station. The mix of uses are allowed both throughout the district and on the individual sites. The original zoning for this district is a combination of the Washington Street Design District, the South Norwalk Business District, the SoNo Station Design District, the Industrial No. 1 District, and the Neighborhood Business District. The South Norwalk Design District and the SoNo Station Design District will no longer exist once the zoning changes outlined in *Appendix 8.D* are adopted. The regulations for the TOD District are, in general, based on the existing zoning with particular reference to recent changes in the Industrial No. 1 District that reflect TOD-related recommendations. Workforce housing and signage regulations reflect current regulations in the Washington Street Design District.

3. LAND USE PLAN

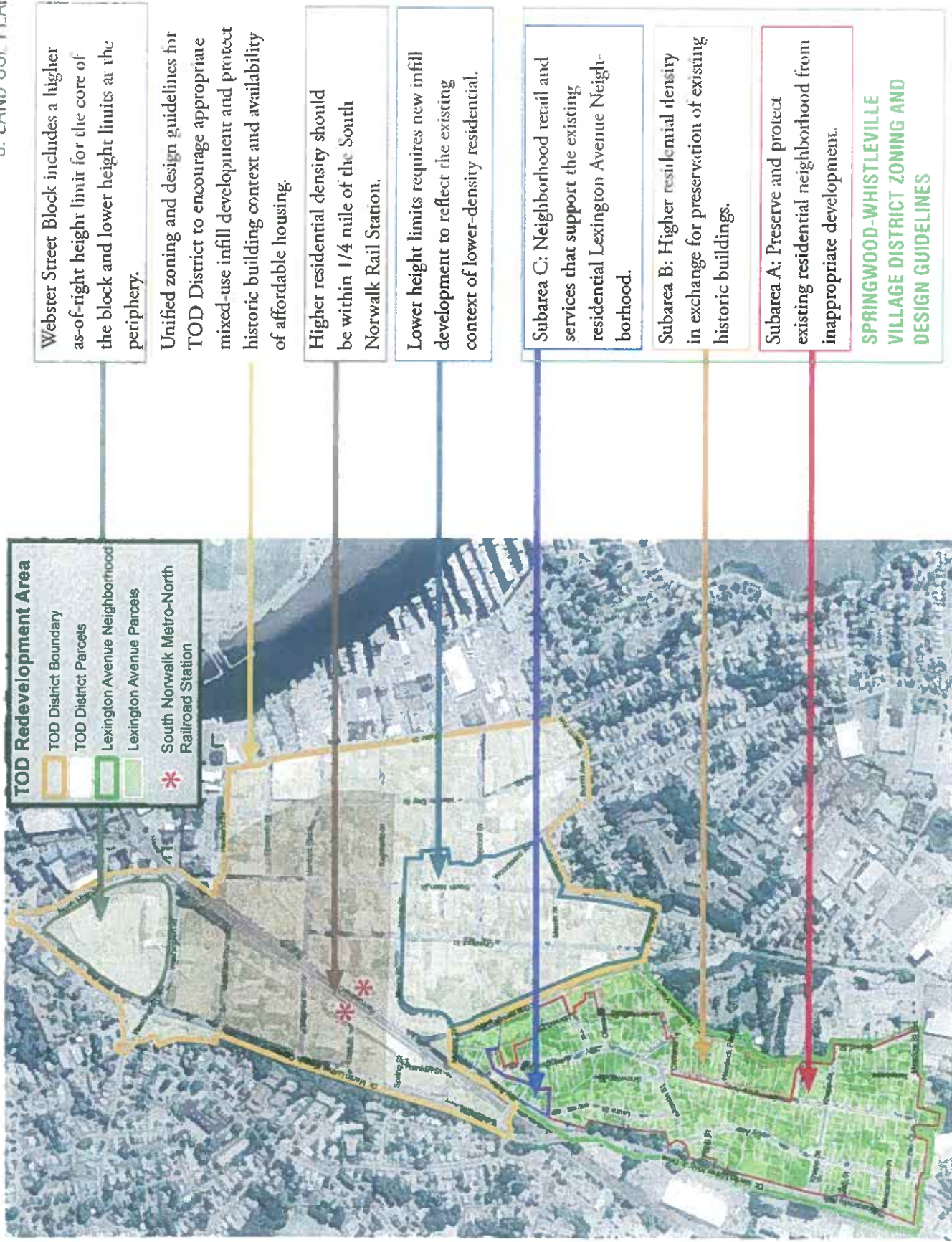


Figure 2: Land Use Plan

LEXINGTON AVENUE NEIGHBORHOOD

The Lexington Avenue Neighborhood is primarily residential with some neighborhood commercial uses. Village District zoning would help to preserve and protect the historic character of this neighborhood, as proposed by the *Springwood Whistleville/Lexington Avenue Historic Preservation Strategy* (2015). Design guidelines for this neighborhood are included in this Redevelopment Plan and require new development or substantial rehabilitation to be compatible with the existing historic context.

DESIGN GUIDELINES

The Design Guidelines included in *Section 5 Design Guidelines* of this Redevelopment Plan are to be followed by developers, property owners, architects, landscape architects, and others working with the City when advancing new projects in the Redevelopment Area and will be used by the Norwalk Redevelopment Agency in the process of project review and approval.



These Design Guidelines identify specific improvements that are associated with the benefits of Transit-Oriented Development, in the case of the TOD District, and with the preservation and rehabilitation of historic structures, in the case of the Lexington Avenue Neighborhood. The use of these Design Guidelines will contribute to the redevelopment and economic revitalization of the Redevelopment Area.

WEBSTER STREET BLOCK

The Webster Block may have specific requirements for zoning and design guidelines that may be different from those of the rest of the Redevelopment Area. These potential differences should be addressed during the approval process for this plan.

3.3 Multi-Modal Circulation and Neighborhood Connections

Norwalk's ability to leverage the economic advantages of the South Norwalk Rail Station depends upon a network of connections that are safe, clear and convenient for all modes of users. A safe network of sidewalks and paths – one that is in good condition, properly lit, and is unbroken – is critical to the success of a walkable district. Other considerations include bicycle and bus access between the neighborhoods and the Rail Station and the methods to accommodate all users in the circulation system around the Rail Station.

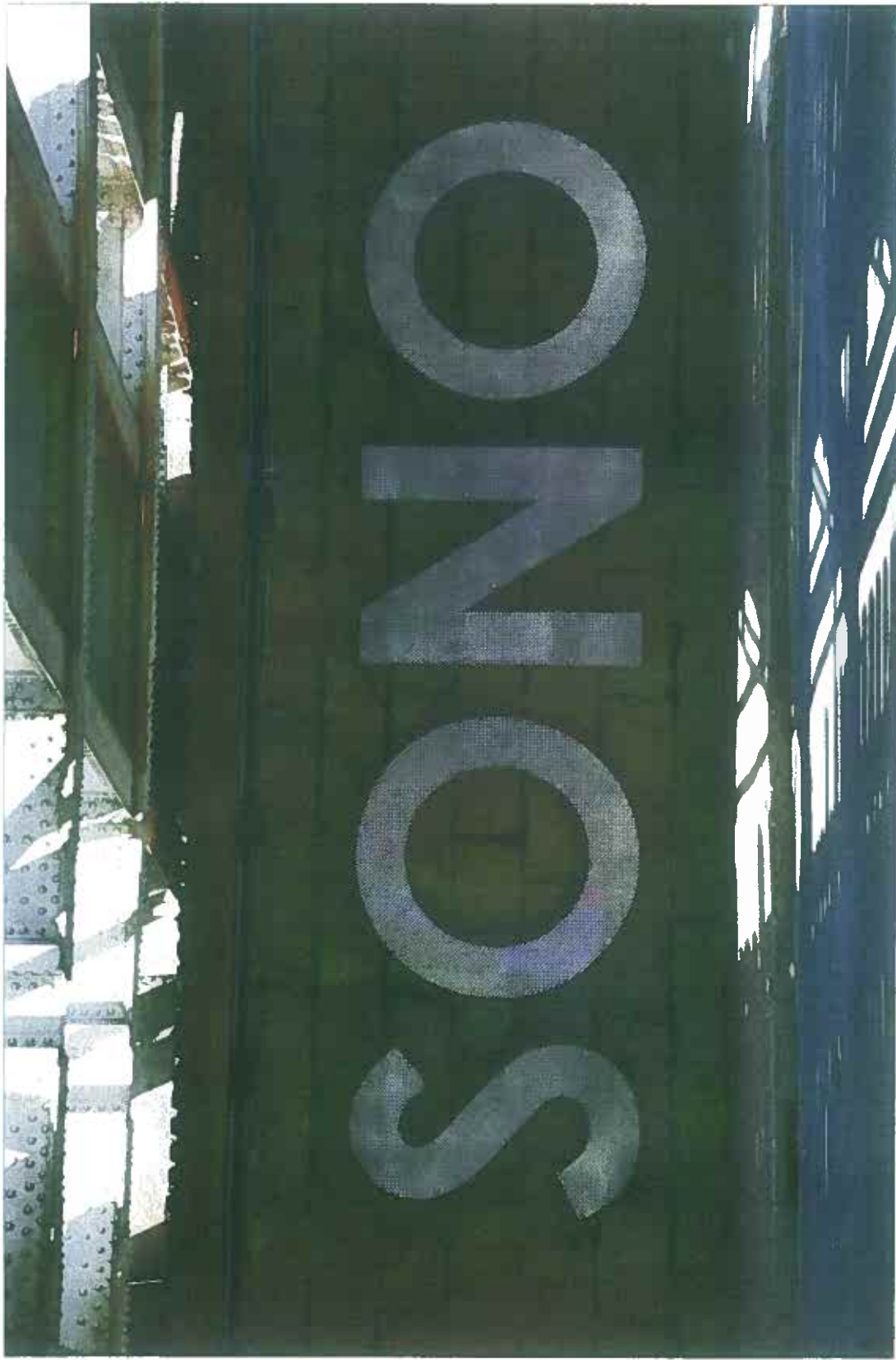
The *TOD Strategy* recommended improved streetscape and circulation networks in combination with infill projects to create a pedestrian-focused environment along the major streets in the TOD District. These improved networks will connect the existing and future develop-

ment to the South Norwalk Rail Station. Specific recommendations include the following:

- **EAST/WEST CORRIDOR** – The land along Monroe/Street Hanford Place is a key corridor for redevelopment of housing and other uses. Revitalized empty or underutilized parcels would create a strong pedestrian link to the Station. An improved corridor will help connect development in the TOD to the Rail Station, South Main Street, and the waterfront.
- **LINKS TO NEIGHBORING AREAS** – Excellent pedestrian corridors will connect existing neighborhoods and new development to each other and to the Rail Station.
- **KEEPING NEIGHBORHOOD-SCALED STREETS** – Streets that are pedestrian-friendly and contribute to redevelopment, need to operate smoothly for traffic and provide intersections, crosswalks and on-street parking that support neighborhood uses.
- **FILLING IN THE BLANKS** – The vision recognizes the importance of rehabilitation, reinvestment and/or new development that fills in the blank street edges and conceals

large parking areas or structures. This approach recreates the highly desirable qualities of historic, traditional urban neighborhoods and adds value to nearby sites. Infill development provides a continuous street of activity that encourages pedestrians to walk between neighborhoods and the Rail Station.





4. IMPERFECT STRAINED

4.1 Goals and Strategies

1. NEIGHBORHOODS	
Goal	Strategies
The neighborhoods around the Rail Station should be composed of a continuous and coherent pattern of pedestrian friendly and inviting streets, sidewalks and paths that line and connect blocks with complete and compatible development and land uses that create a cohesive and attractive environment in which to live, work, shop, visit and enjoy.	1. Locate active retail, commercial and civic uses where they will be successful and contribute to the pedestrian environment.
	2. Create inviting and active open space as part of the street network to provide regular occurrences of visual relief and opportunities for community interaction.
	3. Expand the role of the Rail Station as a community resource and a place for social connections.
	4. Extend neighborhood connections along key corridors to the Rail Station, featuring active uses and sidewalks that encourage community interaction.
	5. Protect and preserve existing affordable housing
	6. Engage the South Norwalk artist community to create interesting and attractive public spaces that foster positive community interaction.
	7. Fill empty lots and underutilized spaces with appropriate uses.
	8. Connect neighborhoods to the Waterfront as an attraction for visitors and amenity for residents
2. ECONOMIC DEVELOPMENT	
Goal	Strategies
Invite and support development as a combination of new buildings and renovations that create a long-term, sustainable mixed-use pattern that contains a balanced quantity of housing, commercial, retail, civic, and institutional uses, while protecting existing residents from displacement by adding housing appropriate for a range of income levels.	1. Provide a balance of retail uses and services that reinforce the neighborhoods as great, convenient places to live and work.
	2. Support development that offers jobs for people who can walk or bicycle to work
	3. Support commercial development that can take advantage of the proximity to the transit hub to reduce vehicle trips and gain competitive advantages.
	4. Provide and support additional housing to expand the range of choices in terms of housing types and affordability. Affordable housing should be designed to look like market-rate housing.
	5. Ensure that development efforts are accompanied by public outreach and neighborhood involvement.
	6. Support development that does not displace neighborhood residents or businesses

3. URBAN DESIGN CHARACTER AND QUALITIES	
Goal	Strategies
Shape the fabric of buildings, spaces, streets, and places to create distinctive and complete urban neighborhoods that contain diverse but well-connected components.	1. Ensure that retail corridors are lined with active, attractive uses and façades that reinforce the businesses located there.
	2. Create a variety of different neighborhood environments with different scale and use patterns, ranging from low-scale residentially oriented areas, to active, multiple use concentrations that draw activity along the streets and sidewalks.
	3. Protect and enhance valued historic structures through adaptive reuse and historic preservation.
	4. Retain the traditional composition along blocks and streets where historic or traditional components remain substantially intact.
	5. Where traditional patterns no longer exist, provide compositions that are reminiscent of the past to the extent that they create an emphasis on street frontage and street-facing orientation of buildings, and create a breakdown of horizontal and vertical components to create a variety of scales.
	6. Focus circulation patterns along public rights-of-way or convenient and visible public easements through the siting of buildings, streets and paths.
	7. Diminish or remove the visual impact of parking from public vantage points, except for on-street parking.

4. DIVERSITY	
Goal	Strategies
Encourage and maintain a diverse neighborhood that provides housing, employment, shops, services, and restaurants that attract and support a wide range of cultures and incomes.	1. Create pro-active tools and programs to preserve and encourage diversity through supporting and retaining affordable housing for existing residents and cultural groups for whom South Norwalk has been a home.
	2. Promote and support multi-cultural businesses and institutions that are inherent components of diverse neighborhoods.
	3. Expand the range of market-rate housing and types of units.
	4. Provide an excellent living and neighborhood setting for all types of households and population types
	5. Retain a mixture of uses and building types to maintain and enhance the existing balance of diverse businesses, and people in South Norwalk.
	6. Protect existing residents from displacement due to gentrification.

5. CIRCULATION AND TRANSPORTATION	
Goal	Strategies
Enhance pedestrian and bicycle connectivity, while channeling and enabling vehicle circulation to be consistent with neighborhood quality and supporting the economic development goals for appropriate locations within the neighborhood.	1. Provide adequate parking for each use within the district through shared parking.
	2. Expand on-street parking as a practical resource for neighborhood uses.
	3. Provide a continuous, safe, well-lit active network of sidewalks and pedestrian paths.
	4. Create intersection and corridor designs and operational improvements to balance vehicular, pedestrian and bicycle circulation patterns so that every mode is safely and conveniently served.
	5. Provide the neighborhoods and Rail Station with well-defined, safe routes, which connect with regional commuter and recreational bicycle networks.
	6. Provide for bicycle facilities in locations that support short term, and overnight storage.
	7. Avoid traffic congestion and speeds that negatively affect the desirability of living or working in the area.
	8. Improve vehicular traffic circulation in the areas surrounding the Rail Station and the connections to regional systems.
	9. Improve access and efficiency to and between multiple modes of transportation including pedestrian networks, bicycle networks, public bus and rail lines, taxi cabs, and private automobiles.
	10. Manage parking resources to eliminate future commuter parking outside of designated lots.
	11. Remove pedestrian barriers due to physical design, land use patterns, or other issues.
	12. Reduce or remove the impact of parking lots on the neighborhood.
	13. Improve pedestrian and vehicular wayfinding signage in the neighborhoods surrounding the Rail Station.
	14. Improve pedestrian accessibility to the Rail Station, through improved lighting and signage, and by reducing the grade approaching the station from the east.
	15. Provide connections so that anyone can comfortably reach any destination from any other location within the area by foot or on bicycle.

6. CIRCULATION AND RAIL STATION LINKS	
Goal	Strategies
Design with the pedestrian as the end-user	1. Bring curb ramps up to current ADA standards.
	2. Install a sidewalk on the west side of Martin Luther King, Jr. Drive.
	3. Install sidewalks in the eastbound Rail Station area.
	4. Develop streetscape improvement standards.
	5. Rebuild sidewalk and streetscape amenities on Monroe Street.
	6. Improve the quality of the sidewalk and streetscape network along Henry Street.
	7. Continue to work with SoNo Gardens to maintain and improve pedestrian access between Washington Street and the Rail Station.
	8. Stripe Crosswalks across all approaches to intersections.
	9. Develop a long-term plan for conversion of the abandoned railroad right-of-way to a shared-use path.
	10. Rebuild staircases connecting the Golden Hill Neighborhood to South Norwalk and improve pedestrian crossings at those locations.
	11. Ensure timely completion of State Project 102-337 to improve pedestrian crossing at the intersection of Water Street at Washington Street.
Improve the quality of the user experience	1. Incorporate multimodal performance measures in evaluation of public and private projects.
	2. Provide real-time information for WHEELS buses
	3. Provide an option to pre-purchase WHEELS tickets at the Rail Station.
	4. Improve the headway for WHEELS Route 10.
	5. Create a local urban spine circulator to support WHEELS service to connect transit to adjacent neighborhoods.
	6. Reconfigure Route 10 to create two stops at the Rail Station.
	7. Provide route mapping and scheduling information at all bus stops in South Norwalk.
	8. Direct automobile traffic to Martin Luther King, Jr. Drive
	9. Create an on-street bicycle network in South Norwalk
Create a "Park Once" environment	1. Create and maintain well lit corridors along streets linking parking facilities to the Rail Station.
	2. Reduce parking prices at underutilized parking areas.
Improve station access on the east side for all modes	1. Redesign the Eastbound Rail Station to improve access and circulation in the short-to-medium term.
	2. Construct concrete sidewalks on both sides of the driveway to the Eastbound Rail Station.
	3. Install crosswalks at all pedestrian crossings at the Eastbound Rail Station.
	4. Create separated pick-up/drop-off areas for buses, private vehicles, and taxis.
	5. Reconfigure the driveway so that all taxis and private vehicles exit the Eastbound Rail Station via Monroe Street
	6. Reconfigure the surface parking lot to separate exiting private vehicles from exiting buses.
	7. Redesign the Eastbound Rail Station as part of a public/private long term redevelopment effort.

7. COMMUNITY SECURITY AND SAFETY	
Goal	Strategies
The neighborhoods around the Rail Station should be safe and secure environments for residents, commuters, business owners and visitors.	1. Ensure all sidewalks and pedestrian paths are well-lit, safe and maintained.
	2. Increase police access and visibility such as emergency call boxes, neighborhood satellite store-front offices, or increased patrols.
	3. Ensure that retail corridors are lined with active, attractive uses, with various hours of operation.
	4. Locate open space in areas of existing high activity and develop programs and activities to ensure their continuous use and connection with the community.



5. DESIGN CONSIDERATIONS

The Norwalk Redevelopment Agency has the authority to review the design of any project proposed within the Redevelopment Area. The following sections provide the process for review of all development plans within the Redevelopment Area, and the specific design guidelines for both the TOD District and the Lexington Avenue Neighborhood.

5.1 Development Plan Review

The Norwalk Redevelopment Agency shall review for approval or disapproval all development plans for new construction and building rehabilitation within the Redevelopment Area to determine compatibility with the appropriate Design Guidelines. These plans must include proposed use, site plan, exterior design of all buildings, architectural treatment, landscaping, design of all signs, and other items subject to Design Review. In such review, the Agency may draw upon technical assistance as it deems necessary. Plans or any portion of plans may be rejected for noncompliance with *Section 3 Land Use Plan* and *Section 5 Design Guidelines* in this Redevelopment Plan.

It is the responsibility of any owner of property within Redevelopment Area to comply of all requirements under this Redevelopment Plan for any project within the Redevelopment Area.

Review procedures of the Agency shall be such that there is a continuing review of the developer's proposals at various stages of the design process. The process shall be such as to preclude the possibility that a redeveloper might devote considerable time and cost to a plan only to find that it is completely unacceptable to the Agency.

The site plan and exterior design of all buildings and development proposed for the project area shall be subject to final approval of the Norwalk Redevelopment Agency.

5.1.1 APPLICABILITY

The Design Guidelines are to be followed by developers, property owners, architects, landscape architects, and others working with the City when advancing new projects in either the TOD District (*Section 5.4*) or the Lexington Avenue Neighborhood (*Section 5.5*) and will be used by the Norwalk Redevelopment Agency in the process of project review and approval.

These Design Guidelines have three subcategories:

- **DESIGN PRINCIPLES** – The design principles for each subarea reflect the respective goals for that subarea and serve as the basis for the Compliance Alternative.
- **DESIGN GUIDELINES** – More specific rules that apply to the site, building, signage, lighting and other elements of new construction, additions, renovations or rehabilitation. This Redevelopment Plan includes guidelines for public infrastructure projects within the Redevelopment Area.
- **COMPLIANCE ALTERNATIVE** – This is applicable only in the Lexington Avenue Village District. The Compliance Alternative allows the Norwalk Redevelopment Agency and the Applicant to agree on a solution that meets the general design principle but not the specific design guideline if both agree it is a better solution. The details are provided in *Section 5.5 Design Guidelines for the Lexington Avenue Village District*.

5.1.2 RELATIONSHIP TO OTHER CODES AND REGULATIONS

All projects, new construction as well as rehabilitation, must also be in compliance with all applicable codes and ordinances. These include, but are not limited to: Norwalk Housing Code, Connecticut Building Code, Norwalk Electrical Code, Norwalk Plumbing Code, Norwalk Fire Prevention Code, Norwalk Building Zoning Regulations, Norwalk Building Ordinance, Norwalk Conservation and Development policies, Coastal and Environmental Requirements, other applicable Norwalk Design Guidelines, the [Fair Housing Act](#), and ADA Accessibility Guidelines and Standards.

5.2 Organization of the Design Principles and Guidelines

These Design Guidelines describe and illustrate the essential characteristics required to improve the TOD District and the Lexington Avenue Neighborhood to a level and quality that is consistent with the City's vision for its future, to ensure that Norwalk derives maximum benefit from this redevelopment, and to guide positive changes that are of an appropriate scale and complementary character to the district.

The Design Guidelines for development and the public infrastructure within the TOD District are provided in the following sections:

- 5.3 Design Principles for the TOD District
- 5.4 Design Guidelines for the TOD District
- 5.5 Design Guidelines for the Lexington Avenue Village District
- 5.6 Public Infrastructure Design Guidelines

A Glossary of Terms is provided in Section 5.7.



5.3 Design Principles for the TOD District

The following Design Principles have been established to direct and encourage improvements and development within walking distance of the Rail Station and to strengthen the TOD District as a livable, walkable urban environment that supports a thriving residential, worker, and visitor population. These principles apply throughout the TOD District.

1. Anchor the Core of the District

- The Rail Station and transit hub are at the center of this area and the district around the train station is the anchor for a larger area of South Norwalk.
- The TOD District should be composed of a continuous coherent pattern of pedestrian-friendly, inviting streets, sidewalks, and paths that line and connect blocks with complete and compatible development and land uses that create an attractive environment in which to live, work, shop and visit.

- Every improvement should be understood and implemented as a strategic and incremental process of strengthening the surrounding neighborhoods and their connections to the waterfront to create a vibrant, safe and walkable core centered on the Rail Station.
- The immediate surroundings should be built-up to eliminate voids in functionality and activity in the district, and to provide improved pedestrian and bicycle corridors and connections between South Norwalk neighborhoods and the Rail Station.

2. Strengthen Connectivity to the Rail Station

- The TOD District should be transformed into a district that is pedestrian, bicycle, and vehicle friendly, with strong connections between the Rail Station and the surrounding neighborhoods.
- Each new project or improvement should incrementally improve the pedestrian and bicycle network, thoughtfully integrate vehicular circulation and parking requirements, and enhance pedestrian crossings

- at critical intersections that provide direct connections to the Rail Station.
- Non-vehicular connections from the surrounding neighborhoods to the Rail Station should be improved and further developed to encourage convenient use of transit without the need for parking.

3. Create a Walkable District

- Improvements to the pedestrian connectivity, open space network, and streetscape environments should create a district that is viable as a “park once” destination.
- Enhancements to pedestrian and bicycle access and connectivity should reduce the need for additional parking.
- The Rail Station, other district amenities, and primary driving routes should be connected to parking supplies with clear way-finding and directional signage.
- Shared parking strategies that encourage the shared use of parking supplies should be considered wherever possible in the district.
- Commuter parking near the Rail Station should be increased and commuter-related

traffic should be directed onto Martin Luther King, Jr. Drive and away from neighborhood streets.

- Improved pedestrian connections should include continuous and uninterrupted sidewalks, well-marked and safe pedestrian crossing, adequate and comfortable streetscaping with lighting and trees, and the strategic placement of benches, trash receptacles, and other amenities.
- A strategic approach to bicycle network improvements should be applied for improving the safety of bicycle use throughout the district and should focus upon the principal streets that are identified important elements of the bicycle network.

4. Encourage Context-Sensitive Development

- All new development within the TOD District should be sensitive to the existing South Norwalk context by enhancing and building upon existing patterns of development and use.
- New development should be viewed as an opportunity to improve and infill unde-

utilized parcels and to reinforce positive patterns within the district; for example, reinforcing the existing traditional street grid.

- Development in the area should be a combination of new buildings and renovations that create a long-term, sustainable, mixed-use pattern that contains a balance of housing, commercial, retail, civic, and institutional uses, while protecting existing residents from displacement.
- Development should focus on inoderately scaled infill at key sites relatively close to the Rail Station.

- Housing opportunities in the district should be expanded and should promote a mixed-income, diverse neighborhood that provides a high quality of life for everyone through district amenities and a balance with a mix of other uses.

5. Define Street Edges and Public Spaces

- New development should define street edges and public spaces, reinforcing comfortable and attractive places for pedestrians.

- The strategic placement and orientation of new buildings in the district should strengthen the perception of an active and vital place and enhance the visual continuity of the built environment while eliminating or minimizing disruptive features such as vacant lots and large parking lots.

- New development and improvements should shape the fabric of buildings, spaces, streets, and places to create distinctive and complete urban neighborhoods that contain diverse and well-connected components.

6. Activate Open Space and Streets as Positive Public Spaces

- Public open space and streets should be reinforced as active and positive amenities in the district and used to ensure the neighborhoods around the Rail Station are safe and secure environments for all.
- Buildings should be used to frame open space and streets, provide activity at the ground floor and windows that face onto streets and open spaces.
- Landscape elements should be used to provide points of interest and visual focus, areas



- of shade and rest for pedestrians, and visual buffers from service areas or parking lots.
- Pedestrian paths should be used to enhance activity in open spaces and provide convenient access for desirable pedestrian routes.
- Streetscapes and sidewalks should be improved as public pedestrian spaces and important links between the larger open spaces of the area.
- New development and improvements should ensure adequate lighting levels for safety and active use at night.

5.4 Design Guidelines for the TOD District

These design guidelines are applicable to all projects within the proposed TOD District. Special guidelines for parcels within the flood plains and for those bordering water are included.

5.4.1 PURPOSE

The TOD District allows a mix of uses centered on the Rail Station, which is the focus of the Redevelopment Area. Design Guidelines for this area will encourage a pedestrian-oriented, mixed-use district with pedestrian and bicycle connections between the Rail Station and the surrounding neighborhoods. Building and Site Design Guidelines encourage the preservation of historic buildings, require that new development be consistent with the existing context, and encourage site and landscape treatments that promote walkable environments.

5.4.2 SITE IMPROVEMENT GUIDELINES

1 Site Composition

A) MIXED-USE ENVIRONMENT: The site layout should reflect the context of South Norwalk, which contains a mix of residential, commercial, and industrial uses. Buildings and site features should be clustered in order to allow site and public amenities such as plazas, seating areas, fountains, landscaping, or other features.

B) REDUCE IMPACT OF PARKING: Site layout should be designed to minimize the visibility and impact of parking, service and utility-oriented functions of the property.

2 Building Orientation

Buildings should be sited to organize development on the land, reinforce a sense of community, frame open space, and conceal parking, service and loading areas.

A) BUILDING ORIENTATION TO THE STREET: Primary building façades should be oriented to public street frontages and/or open spaces.

B) ENTRY ORIENTATION TO THE STREET: The front façades and primary pedestrian entries to a building should face the public street that provides primary access to the property.

C) RESPECT PATTERNS OF CONTEXT: Building setbacks should be consistent with the zoning requirements and consider the pattern of buildings on adjacent parcels. A setback distance similar to neighboring buildings reinforces a rhythm and pattern of the district. Front setback distances should be minimized to encourage a relationship between the building and the primary street frontage.

D) MULTIPLE PRIMARY FAÇADES: For buildings with multiple frontage orientations, design for all views and façades should be considered with multiple primary façades and building entries.

E) ANTICIPATE FUTURE IMPROVEMENT: Building design and orientation should anticipate that abutting vacant land may be a future de-

velopment opportunity. Thoughtful attention should be paid to anticipating potential future development that could change the context of a building façade to enhance adjacent relationships and avoid awkward building orientations.

3. Site Access

Site access should provide clear and legible routes for all modes of transportation (pedestrians, bicycles, vehicles and transit) to connect to the site and to enter internal site circulation systems.

A) MINIMIZE SITE ACCESS: The number and width of vehicular access points into and out of the site should be minimized. Pedestrian crossings should be marked and differentiated with variations in paving materials (for example by using stamped concrete or asphalt).

B) CONNECT TO PUBLIC FRONTAGES: Inviting and efficient sidewalks should be provided along any and all street frontages at the site pe-



Figure 5.4.2.2(A) Building (A) and Entry (B) Orientation to the Street

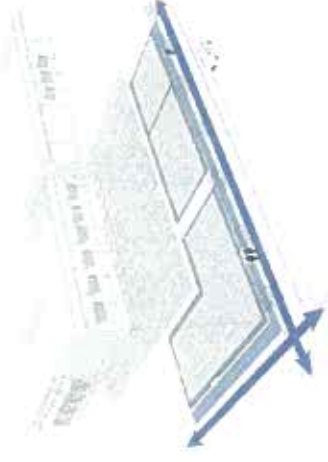


Figure 5.4.2.2(D) Multiple Primary Façades

rimers. Additionally, sidewalk paths should be provided linking public frontage street(s) to all building entries.

C) CONNECT TO ADJOINING PROPERTIES: To encourage pedestrian access between properties pedestrian pathways should be provided between buildings on adjacent parcels.

4. Internal Site Circulation

Circulation internal to the site should provide clear and legible routes for all modes of transportation to connect to the public way, building entries, and other site components.

A) BALANCE PEDESTRIAN SAFETY: Internal site vehicular circulation routes should have narrow travel lanes and small turning radii to reduce vehicular traveling speeds and reinforce a safe pedestrian environment. At pedestrian crossings and intersections a further reduction of the travel lane width enhances the pedestrian environment and shortens crossing distance. This is referred to as a curb extension or neckdown at the intersection.

B) BUILDING ENTRY LANDSCAPE: Landscape at the building entry should be designed to provide a buffer between the building entry and the roadway. The landscape should be used as a transition from a pedestrian entry area to the roadway to enhance safety.

C) EFFICIENT SITE AND PARKING CIRCULATION: Adjoining parking areas should share access drives whenever possible. A well-organized system of drives should be used to shorten pedestrian crossing areas, reduce the amount of paved area, limit gaps between development frontages, and ensure a more efficient flow of traffic.

D) BICYCLE CIRCULATION AND CONNECTIONS: Access and circulation for bicycles on site should be considered for safety and amenity with provision for places to lock bicycles near building entries.

E) LOADING AND SERVICE CIRCULATION: Loading and service areas should be located at the side or rear of buildings, and away from view of public streets. For larger buildings or where

heavier loading/truck traffic is anticipated, loading routes should be separated from the regular travel routes used by customer and employee vehicles.

5. Parking

The placement of parking should be convenient to the building entries, but not at the expense of the pedestrian safety, attractiveness, and aesthetics of the property. Parking should be integrated with other site amenities that support a sense of place and community.

A) PARKING LOCATION AND ORIENTATION: Parking should be located to the rear and side of buildings with respect to the front or any side street. Where a parcel is located at the corner of two streets, parking should be located at the rear or at the internal side (not the street side). Where located to the side of buildings, parking areas should be set back from the street by at least the same distance as the building. Parking should never be placed within the front yard zoning setback.

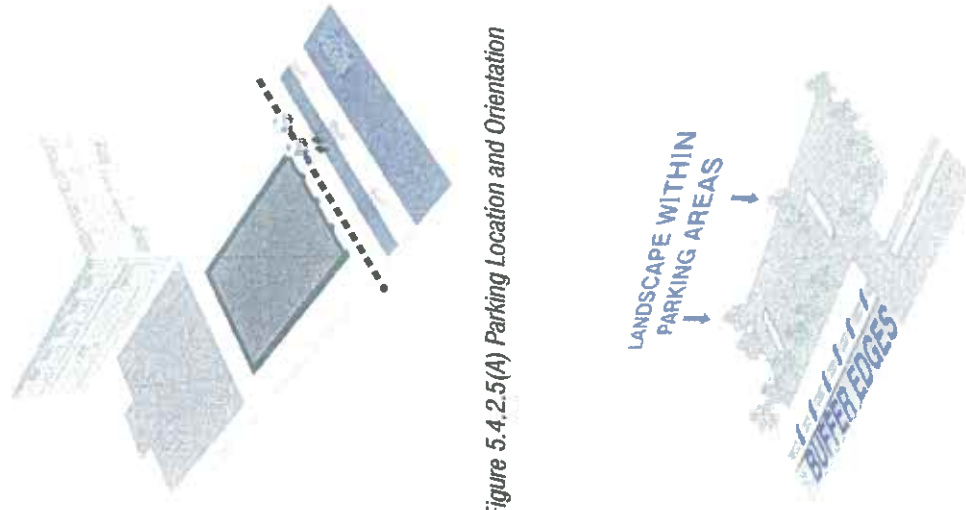


Figure 5.4.2.5(A) Parking Location and Orientation

B) PARKING SCREENING: Parking areas are encouraged to be at the side or rear of buildings to reinforce the pedestrian environment. *Where pre-existing parking areas are exist within the front setback, relative to the street, they should be screened with low landscaped berms, landscape beds, and/or low fences or stone walls; and softened with additional planting internal to the parking area.*

C) INTEGRATED PARKING LANDSCAPE: Large parking areas should be broken into smaller areas by means of landscaped islands containing low plantings and trees. Such islands should be placed at regular intervals across the parking lot to reduce the visual impact of the parking area and to reinforce a more pleasant pedestrian environment. Landscaped islands should also be integrated with pedestrian circulation and crossing routes through parking areas.

D) STORMWATER MANAGEMENT: Surface parking areas should include LID (low impact development) techniques for managing on-site stormwater including bioswales, rain gardens, filter strips, porous paving, etc. *Such features*

can be integrated into the site as focal points. Parking structures should include strategies for collecting and managing stormwater runoff on site.

6. Open Space

Larger scale residential or mixed-use development projects have a unique opportunity to provide open space integrated with the overall site plan design. Several characteristics of this type of open space are important to the character and quality of the residential community.

A) PUBLIC AND PRIVATE SPACE: In a residential community creating clear and distinct boundaries between public space and private space are very important. This can be accomplished through the configuration of buildings, patios, fences, and landscape.

B) SHARED OPEN SPACE: In the context of the residential development, shared open space is open space that is shared by the residential community. It is a common resource shared among

Figure 5.4.2.5(C) Integrated Parking Landscape

7. Landscape

residential units of the development, but is not considered a public open space. A shared open space area should be provided. Depending on the scale and use of the open space, this area could include natural park areas, small pedestrian plazas, playgrounds, community gardens, outdoor seating, landscaping, and other amenities.

C) PRIVATE OPEN SPACE: In addition to shared open space, private open space may also be provided in a residential development. It would be dedicated for use by a single unit with clear boundaries and potentially associated with ownership, leases or deed restrictions.

D) PUBLIC OPEN SPACE: Different from a shared open space, public open space would be available for community use beyond the residential development.

E) OPEN SPACE CONNECTIONS: Development open spaces should also link to existing or proposed trails or pathways in and around the property, creating a network of connected open spaces and walking routes.

Parcels should include a hierarchy of landscape that contributes to the overall site design and integrates with adjacent properties. The hierarchy of landscape treatments should include entry and gateway, building and building entry, street, feature, and landscape buffers. The species of plantings should be drought tolerant, native or adapted to the New England climate, and non-invasive.

A) ENTRY AND GATEWAY LANDSCAPE: Entry and gateway landscape should be used to define site access and reinforce a sense of arrival and layout of circulation on the site.

B) GENERAL SITE LANDSCAPE: The layout of primary or secondary vehicular or pedestrian circulation should be reinforced with a consistent landscape treatment that contributes to site wayfinding. All portions of a site will not or should not be landscaped, but the landscape should be used to reinforce the character, circulation, and features of the site.

C) SCALE OF LANDSCAPE: Selection of plantings and maturity of plantings should be carefully considered relative to the overall scale of development. The scale of the installed landscape should be directly tied to the overall scale of the development and buildings. New plantings should be selected for reasonable maturity at the time of installation to achieve a more full appearance quickly.

D) BUILDING LANDSCAPE: Building landscape should be used to integrate the buildings into the overall site plan, soften building edges, and enhance public sidewalks, building entries, and plaza areas. Foundation plantings, planter beds, window planters, and sidewalk street trees and shrubs are all appropriate for this purpose. Landscape may be used to mitigate or screen less desirable portion or features of a building façade. Trees should provide shade and solar gain.

E) FEATURE LANDSCAPE: The landscape should be used to reinforce the importance of locations that are significant in the overall site design or near natural site features or amenities. Examples

include incorporating rock outcroppings found on site into landscape treatments or defining and enhancing views from the public street to the waterfront. An additional number of plantings, unique composition or variation in planting species, or plant species with special seasonal variation should be used to reinforce site features.

F) LANDSCAPE BUFFERS: Landscape buffers and wooden fencing should be used to conceal dumpsters, recycling areas, staging areas, utilities and other outdoor equipment or service uses from pedestrian views.

G) LANDSCAPE BUFFERS AT PROPERTY LINES: Where a commercially-zoned property abuts a residentially-zoned or used property, a variety of landscape buffering elements and screening fencing should be provided along the adjoining yard(s). Landscape buffers should be at least three-season and of highly-planted vegetation averaging four to five feet tall.

H) LANDSCAPE AT STREET FRONTS: Landscape for the site frontages on public ways

should contribute to the character of the street and reinforce a consistent street frontage that is integrated with the character, type and spacing of adjacent landscape improvements.

I) FUNCTIONAL FEATURES AND MATERIALS: The materials used for functional features, such as retaining walls, drainage structures or other required site elements, should be integrated with the overall site design and material palette. For example, a functional retaining wall should include stone facing to match stone walls on the site.

J) INTEGRATE FUNCTIONAL FEATURES INTO LANDSCAPE: Stormwater retention areas should be provided, integrated with the site landscape, and treated as a naturalized environment and site feature that is sustainable from a plan material and maintenance perspective. Retaining walls, fencing, guardrails, and other utilitarian or screening features should be integrated with the overall landscape design and designed to contribute to the overall site character. Functional site features should be designed

and considered for views of them from adjacent properties.

8. Site Amenities

Site amenities should enhance activity and serve a function near site and building entries and serve to enhance the pedestrian experience. Site amenities should include benches, trash and recycling receptacles, bike racks, and other components appropriate to the use and scale of the development.

A) LOCATION OF AMENITIES: The amenities should be located in high activity areas that are most likely to receive use. For example, places in sit should be provided where people are waiting or congregating as part of the use of the building and site.

B) OPEN SPACE AMENITIES: If an open space is provided, it should be located in a prominent location adjacent to the building, and near a primary building entry that will bring pedestrian activity to the space. The open space should include outdoor seating, pedestrian-scaled

lighting, and landscape treatments, including both sunny and shady areas. Outdoor seating areas are encouraged.

C) DESIGN OF AMENITIES: The character and design of the site amenities selected should be consistent with the overall character of the site and building design.

D) INTEGRATION OF AMENITIES: Site amenities should be integrated with the site design to allow appropriate clearances, space, and circulation around them to allow busy areas to function appropriately.

9. Site Lighting

Site lighting is intended to provide for pedestrian safety in areas with evening activity, particularly near site and building entries and across parking lots, and to provide a minimum level of lighting for nighttime safety.

A) MINIMIZE EXCESS LIGHTING: Site lighting should comply with minimum lighting requirements and standards, but not provide lighting

in excess of requirements. Downward-directed, lighting consistent with the recommendations of the International Dark-Sky Association (IDA) is preferred to minimize excess glare and spillage. The IDA has a Fixture Seal of Approval for light fixtures and components that meet their recommendations.

B) INTEGRATE LIGHTING FIXTURES WITH DESIGN: Lighting fixtures should be selected to contribute to the overall character of the building and site, consistent with the overall design and sense of place.

C) MULTIPLE LAYERS OF SITE LIGHTING: Site lighting should perform multiple functions on multiple areas on the site for multiple users. A site lighting approach should be designed for vehicles, pedestrians, building entry areas and site features. Each of these multiple areas should be designed in coordination and to complement the overall character of the site. Lighting should be used to highlight key areas and attractive features of the site design. Lighting heights and poles should be scaled appropriate to the use; pedestrian height lighting and light bollards

should be used when not lighting a vehicular area. Light fixtures of varying heights should be of a compatible design and cohesive lighting fixture palette.

5.4.3 ARCHITECTURAL GUIDELINES

The following guidelines outline the architectural design elements that should be viewed as a baseline for well-designed architecture in the TOD District.

1. Building Massing

The building massing should be designed to reduce the overall perceived scale and provide simple and evocative forms that reinforce both a sense of a human-scaled environment.

A) STRENGTHEN PROMINENCE OF BUILDING ENTRY: Building massing should reinforce the purpose and readability of the building. For example, building massing should emphasize and highlight the location of the primary building entrance.

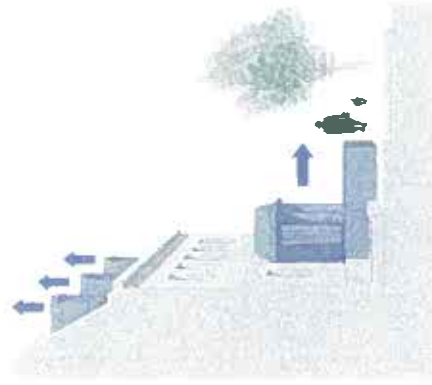


Figure 5.4.3.1(B) Visually Reduce Larger Building Scale

B) VISUALLY REDUCE LARGER BUILDING SCALE: Large building masses should be broken down through variations in roof lines, bays, setbacks, upper-level stepbacks, horizontal or vertical articulation, or other types of architectural detailing as described in Façade Composition and Components. Overall building form should be appropriate to the scale of the building and not become overly complicated.

C) SIMPLIFY SMALLER BUILDINGS: Smaller building masses should remain simple and not overly complicated.

D) REINFORCE CORNERS AND GATEWAYS: Sites located at a prominent corner, intersection, or recognized gateway should have building features and orientation that recognize the corner or gateway and respond to it with a suitable building form. Examples of prominent building features include tower or cupola elements, corner detailing, additional building height, or other building forms that provide a visual anchor.

E) INTEGRATE HISTORIC STRUCTURES: Existing historic structures should be integrated into any new development plan. New buildings and additions should complement and reflect the structure and style of any existing older structures. Historic structures should be considered for restoration, sensitive rehabilitation, preservation or adaptive reuse as may be appropriate to the historic structure and nature of its reuse. Refer to the *Secretary of the Interior's Standards for Rehabilitation*.

2. Façade Composition and Components

Composition of building façades should include architectural features and building components that reduce the scale of large building masses, reinforce the character of the building, and provide detail and articulation of the overall building, particularly in areas with pedestrian traffic.

A) EMPHASIZE FAÇADE RHYTHM AND PATTERNS: A building façade should be broken into vertical and horizontal parts that reinforce

a rhythm and pattern. Vertically, a building should be seen to have a base, middle and top. Horizontally, the building should be broken down into sections that correspond to and indicate bays of the structural system.

B) AVOID LONG AND BLANK FAÇADES: Building façades should be differentiated at intervals typically not less than of 50 feet or less by a change in material, a variation in the plane of the wall, decorative components, or functional element such as entryway or portico. Sections of continuous, uninterrupted, or blank building façades typically should not exceed 50 feet.

C) EMPHASIZE PRIMARY FAÇADE HEIGHT: The principal façade should not be less than typically about 20 feet in height with an articulation of the base, middle and top.

D) AVOID FRANCHISE/BRAND IDENTITY Building design and architectural features should not over-prioritize franchise features or identity. The building form, roof form and façade design should not be overly specific to a franchise or brand.

E) USE HUMAN-SCALED FAÇADE FEATURES: Awnings, canopies or other elements that break down the overall scale of the building façade and provide protection and visual interest at building entries are encouraged. Refer to the Sign Regulations and design guidelines for specific sign, material, and lighting requirements.

F) DESIGN FAÇADE FOR SIGNAGE: The façade design and architectural detailing should provide a purposeful place for signage, if signage is intended to be a part of the façade. An extended parapet, entablature, or sign band should be designed and integrated into the façade layout with appropriate spacing for both the height and width of anticipated signage. Refer to 5.4.4 *Signage Guidelines* for specific sign, material and lighting requirements.

G) INTEGRATE UTILITARIAN COMPONENTS INTO THE FAÇADE DESIGN: All functional, utilitarian, or mechanical components of the building façade should be integrated into the façade or screened so as to be part of the composition of the overall building design. Mechanical vents, service rooms, utilitarian and staging areas, and

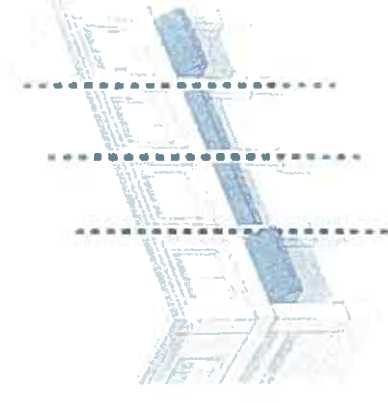


Figure 5.4.3.2(A) Emphasize Façade Rhythm and Pattern



Figure 5.4.3.2(B) Avoid Long and Blank Façades

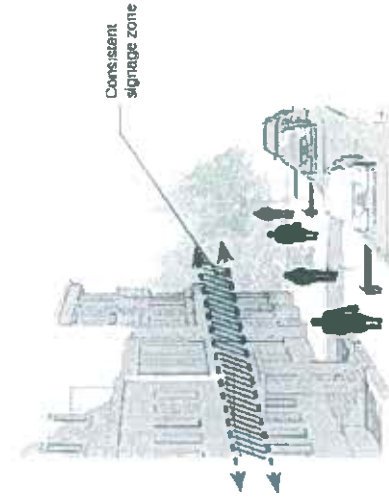
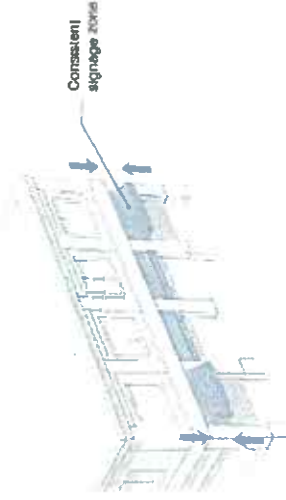


Figure 5.4.3.2(F) Design Façade for Signage (above and below)



similar portions of buildings should be hidden to match other materials and colors of the façade. Utilitarian aspects should also be screened by the site and building landscape.

3 Historic Structures

When such structures exist, the new development should integrate and leverage the value of a historic structure within the design and layout of the redevelopment plan. Reuse of existing historic structures should follow the U.S. Secretary of the Interior's *Standards for Rehabilitation*.

A) COMPATIBLE DEVELOPMENT: The reuse of the existing historic structure should be compatible with the ability of the structure to accommodate residential uses. New construction or additions should also be compatible with and complementary to the architectural style of the historic structure.

B) THOUGHTFUL RENOVATION: When renovation of a historic structure is occurring for reuse, that renovation should be thoughtfully consid-

ered to retain the integrity of the historic structure and be sensitive to its underlying design characteristics or historic significance.

C) AUTHENTICITY TO CURRENT TIME: New construction or additions should be authentic to the current time in which they are built.

4 Building Roof Forms

Building roof form has a significant impact on the character and style of the architecture. Building roof forms should be authentic to the type of building and the Smith Narwalk area.

A) REINFORCE A HUMAN-SCALE TO BUILDINGS: Large uninterrupted roof forms should be avoided and articulated with roof gables, dormers, chimneys or other roof forms that provide variety and interest to the overall building form.

B) INTEGRATE AND SCREEN UTILITIES: Mechanical equipment on rooftops should be screened from visibility of pedestrians standing at grade on surrounding walkways by means of walls, decorative grilles, or roof parapets.

Screening features should be a part of the building composition and design and use materials that complement the overall roof and façade design. Other utilities, such as solar panels should be integrated into the design of the roof.

5. Building Lighting

Building lighting should be used to highlight and emphasize functional and decorative aspects of the building massing and façades. Building lighting should be energy efficient and designed to be minimized and focused on key components of the building.

A) HIERARCHY OF LIGHTING: Building entries should be a primary focus of building lighting to reinforce safety, security and convenience for access to the building. Lighting to highlight building features, key architectural elements, accents or signage should be a secondary focus of building lighting.

B) QUANTITY OF LIGHTING: Illumination levels should be provided at the minimum level that is required to provide the function desired.

C) LIGHTING FIXTURE DESIGN: Lighting fixtures should be selected to contribute to the overall character of the building and site consistent with the overall design and sense of place.

6. Energy Use

These design guidelines do not require that building be LEED-certified, but developers of either new buildings or those undergoing substantial rehabilitation should take into account best practices for energy efficient and sustainable building design.

A) BUILDING ORIENTATION The design of new buildings should consider the orientation of the building in terms of exposure to both wind and sun and the impact of such exposure on the sizing and efficiency of systems for heating, cooling, and cooling. The orientation of new buildings should avoid access to sunlight for nearby buildings and open space.

B) ENERGY-EFFICIENCY: Heating, ventilating and air conditioning (HVAC) systems should be sized appropriately. Increasing the use of daylight to provide illumination of interior spaces is encouraged. ENERGY STAR-compliant fixtures and appliances, downward-directed, lighting consistent with the recommendations of the International Dark-Sky Association (IDA) and other energy-efficient systems are preferred.

5.4.4 SIGNAGE GUIDELINES

The signage guidelines for commercial zones provide guidance in the design of signage that is functional and attractive. Signage guidelines apply to all exterior signs and any interior sign that is legible from the exterior of the building.

1. Principles and Intentions

Signage for commercial uses or businesses should communicate a positive and clear identity for the establishment, be part of the building

ing and façade design, harmonize with its surroundings, and respect the character of South Norwalk.

A) LEGIBILITY AND CLARITY: A sign should be readable, simple, and legible with careful consideration of the proportion of lettered and graphic areas to the overall size and location of the sign. Consideration should be given to the purpose and intended audience of the sign. Signage should be concise and graphically balanced.

B) HIERARCHY OF SIGNAGE AND PURPOSES: The most important sign and most important information on a sign should be the most prominent and emphasized component of the sign. Sign design should optimize communication of the name of the business.

2. Sign Harmony

A) COMPATIBILITY WITH CONTEXT: Signs should be designed to be compatible with neighboring properties, storefronts and buildings. Compat-

ibility should be considered through sign style, height, type, scale and location.

B) COMPATIBILITY WITH RESIDENTIAL CONTEXT: Where business uses are interspersed with residential uses, signs should be designed and located with sensitivity to the residential areas. Illumination should be designed to minimize impact on adjacent residences.

C) COMPATIBLE WITH BUILDING ARCHITECTURE: Sign design and placement should relate to and harmonize with the building architecture. Signs should not overwhelm or obscure building features.

E) COMPATIBLE WITH OTHER SIGNS: Where a business or development has more than one sign, all signs should be designed to be compatible in terms of materials, color, lettering, style and logo use. Design and placement of multiple signs should reflect a clear hierarchy and coordinated overall visual effect.

3. Sign Characteristics

A) SIGNAGE DESIGN AND READABILITY: A sign should be readable, simple, and legible, with sign content that fits comfortably within the space it will occupy on the building. Generally, a sign's text and graphic elements should not occupy more than two-thirds of the sign panel area.

B) SIGNAGE LEGIBILITY: Signage typeface should also be simple and legible; ornate or unusual typefaces should be used only for emphasis and restricted to single words or short phrases. The use of both upper and lower case letters reinforces sign legibility.

C) SIGNAGE SCALE: Signs should be scaled to their use and intended viewer, be that the driving or walking public. Sign lettering and graphics should be clear, simple, and legible from a distance, under different lighting conditions. The scale of the sign should be appropriate for its intended audience and its location on

a building or site. Automobile-oriented signs should be legible at posted driving limits.

D) SIGNAGE CONTENT: Signage messaging should be simple and brief. Signage should primarily communicate the name of the business or establishment through lettering, graphics or logos. In order to reinforce signage purpose and clarity, the following information should not be included on a primary sign: telephone numbers, business hours, website address, sale information, listing of goods and services, brand names carried, or credit cards accepted.

E) SIGNAGE COLOR: Signage color should complement building materials and color palette. Signage color should also consider signage legibility and readability from a distance during the day and night. High contrast between signage lettering and backgrounds helps increase legibility.

F) SIGNAGE MATERIALS: Signage materials should be selected for durability, ease of maintenance, and compatibility with building materials and design.

4. Site Signage

Site signage includes any sign that is not attached to a building, but is part of the site design and layout to assist in the identification of the development, businesses, or wayfinding on the site.

A) SIGNAGE DESIGN INTEGRATED WITH LANDSCAPE: Site signage should be integrated with site landscape design and be used to reinforce gateway locations and site entry points. Landscape plantings should be included to anchor and integrate signage into the site plan.

B) SIGNAGE PLACEMENT: Sign locations should consider lot characteristics with regard to roadway and access considerations, building location, views in and out of the property, pedestrian and vehicular circulation, and vehicular safety and visibility.

C) SIGNAGE STYLE: Free-standing signage should complement the overall character and design of other site and building components. Free-standing signage should be balanced and

proportional. A lollipop sign, which is a single pole sign that has a disproportionately large top and overly slender support base, is discouraged. Free-standing signage should be in the form of monument or structured signs. Incorporate elements of the building design into a free-standing sign design.

D) MULTIPLE TENANT DIRECTORY SIGNAGE: For multi-tenant developments, a directory sign may be provided listing names of businesses and establishments. Directory signage should be clear and legible with the ability to conveniently change business names as tenants move in and out. Design of the sign should be consistent with other development signage.

E) WAYFINDING SIGNAGE: Simple directional signage may be provided on the site to inform visitors of entries, parking areas, building names, numbers or other information. Wayfinding signage should be consistent and compatible with other development signage. Wayfinding signage should not obstruct or cause conflict with regulatory or traffic-related signage.

5. Building Signage

Building signage includes any sign that is attached to a building to provide identification of businesses.

A) SIGNAGE DESIGN INTEGRATED WITH BUILDING: Signs should integrate with the building on which they are placed, by considering the architectural style, character, or historic significance, rhythm and scale of façade features, and patterns of window and door openings. Particularly with older buildings, care should be taken not to obscure, damage, or otherwise interfere with design details and architectural features that contribute to the building's character.

B) SIGNAGE PLACEMENT: Signs should be designed for the specific building on which they will be placed, and for the specific location on the building. Signs should be centered within the wall area of the façade on which they will be located. Signs should not extend beyond the boundaries of the area of the building on which

it will be mounted. Signs previously installed on other buildings or locations should not be used.

C) MULTIPLE TENANT BUILDING SIGNAGE: Multiple tenant or business signs on a building should have a consistent placement and be of a coordinated design. Using signage to reinforce or establish a rhythm, scale and proportion for a building is encouraged, especially where such elements are weak or absent in the building's architecture. A Master Signage Plan should be developed for multi-tenant developments to encourage a coordinated and compatible approach to signage.

D) COORDINATE SECONDARY SIGNAGE: Window and door signage should be coordinated with the overall signage program and may include more detailed information that is not appropriate for larger signs. Window signage is generally directed toward the pedestrian viewer. Window signage should not dominate the glazed surface. Window signage and displays should not include the stockpiling of products or inventory in the windows.

E) AWNING SIGNAGE: Awning fabric should be opaque, and any awning signage should use cut or screen-printed letters or logos. Lettering and graphic elements should comprise no more than 30 percent of the total awning surface.

F) SIGN MOUNTING: Projecting signage should be integrated into the design of the façade with attractive sign mounting hardware.

G) SIGN LOCATION PREPARATION: The areas of the building to receive the sign should be prepared, cleaned and painted prior to installation of the sign. Previously installed signs should be completely removed and covered prior to the installation of a new sign.

6. Sign Illumination

External signage illumination is encouraged and should be targeted **only** onto the sign, not onto adjacent buildings or towards vehicles or pedestrians.

A) AWNING SIGN ILLUMINATION: If a window awning sign is internally illuminated, only the

sign letters, logo, and ornamentation should be translucent. The background material should be opaque.

B) INTERNAL SIGN LIGHTING: The preferred forms of internally lit signs are those using push-through graphics and text; standard channel letters, also called back-lit or halo-lit; and reverse channel letters with a halo effect. When signs other than channel letters are internally lit, only the sign copy (words/logo) should be illuminated. The sign background or field should be opaque and of a non-reflective material. Internally illuminated box cabinet signs are discouraged.

C) LIGHTING UTILITIES: Raceways, conduits and other electrical components should be concealed from public view. When it is not possible to conceal these items, such utilitarian components should be painted to match the background of the wall on which they are mounted to reduce the visual impact.

D) SIGNAGE LIGHTING FIXTURES: External lighting fixtures that project the light from

above or below the sign are strongly encouraged. Light fixtures should be simple and unobtrusive, and should not obscure the sign's message and graphics.

E) CONSISTENT LIGHTING LEVELS: Lighting should provide a consistent and even wash of light across the sign.

5.5 Lexington Avenue Village District Design Guidelines

5.5.1 GUIDELINES PURPOSE AND INTENT

These design guidelines are aimed at protecting and enhancing the distinctive historic design character, landscape, historic structures, density and development pattern within the Lexington Avenue historic neighborhood, and to ensure that the unique character of this district is maintained for future generations. This is consistent with the purpose of the Lexington Avenue Village District zone of the Norwalk Building Zone regulations, in accordance with Connecticut General Statutes (CGS) Section 8-2j Village districts.

The Lexington Avenue Village District is intended to encourage and support residential use, while at the same time permitting commercial and other uses which fulfill a neighborhood need at an appropriate scale. The Village District

zone includes provisions for the design review and approval of new construction, substantial reconstruction and rehabilitation of properties, and alterations to the existing building massing and façades when the appearance of the building is changed. Those provisions include design standards and criteria to ensure that new construction or substantial rehabilitation in the Village District is compatible with the existing character of the district and reinforces both the existing development patterns and natural topography.

The general purpose of these guidelines is to recommend design principles, patterns and materials that will preserve and enhance the local historic character, based on the particular design features that distinguish the architecture of the existing historic buildings and the neighborhood landscape.

1 Applicability

Zoning approval for any new construction, substantial reconstruction or rehabilitation of

properties, and alterations to building façades visible from public vantage points in the Village District will be issued by the Zoning Commission (the Commission) and it will require design review and recommendation from an Architectural Review Board. This board shall include at least one architect with pertinent experience in historic preservation or an architectural historian. The design review and recommendation will be based on the Village District Review Standards established by the Village District zone, and the design principles and guidelines herein contained.

In particular, the Village District design review will cover and address the following:

- (1) The design and placement of buildings;
- (2) The maintenance of public views;
- (3) The design, paving materials, and placement of public roadways;
- (4) Other elements that the Commission deems appropriate to maintain and protect the character of the village district (in this case, design standards and guidelines).

2. Architectural Review Board

The Design Review Process will comply with existing City Village District Review Standards (Section 118-500.B(4)).

The Commission may also seek recommendations from any relevant city agency, regional agency, or outside specialist, including, but not limited to, the following:

- Norwalk Historical Commission
- State Historic Preservation Office
- Connecticut Trust for Historic Preservation

Village District, and they seek compatibility of new construction and renovations with the historic architectural styles that characterize the neighborhood.

The Village District includes many examples of popular late nineteenth and early twentieth century architectural styles, of which Queen Ann, Gable-Front Vernacular and Folk Victorian are the most prevalent. There are a few examples of other styles popular between 1880 and 1920, such as American Foursquare, Dutch Colonial Revival and Second Empire.

Queen Ann

The most common architectural style in the District is Queen Ann. The Queen Ann style was popular in the United States from about 1880 to about 1910. Houses in the District are range from modest vernacular versions to larger and more elaborate versions of the style. General characteristics of this style as found in the district are a full width front gable roof with a triangular pediment and a one story porch with a decorative railing. Larger houses often have

5.5.2 DESIGN PRINCIPLES AND GUIDELINES

The design principles and guidelines herein contained are intended to complement and expand the Village District Review Standards by providing additional guidance on their application. These principles and guidelines are aimed at reinforcing the existing patterns of land use and development within the Lexington Avenue

a cross gable on one elevation and some have a jerkinhead, rather than peaked gables. Some porches wrap around a side elevation of the house and some railings have been covered. Most of these houses are three bays wide and of wood frame construction. See Figure 2.1.1.

Gable-Front Vernacular

The majority of houses in the Lexington Avenue Village District are Gable-front Vernacular homes. This style is loosely related to the Greek Revival, which often used the end-gable shape and a triangular pediment to emulate ancient Greek temples. This style proved to be especially suited to narrow urban lots and it is the predominant style in many neighborhoods built in the northeast United States between about



Figure 2.1.1 Queen Ann style in the district.



Figure 2.1.2 Gable-Front Vernacular style in the district.

1850 and 1930. The houses in the district are two-story houses with a steep roof pitch, typical of the style, and have two or three bays. Some of them have a cross gable and many have front porches. See Figure 2.1.2.

Folk Victorian

Folk Victorian houses are characterized by spindlework detailing, such as turned spindles or columns and brackets or other trim added to porches or cornice lines. They are a variant of the simpler Gable-front Vernacular houses seen throughout the district. See Figure 2.1.3.

American Foursquare

There are several examples of the American Foursquare style in the District. This style is a subset of the Prairie Style and it was popular between 1900 and 1920. It is the earliest Prairie form and it is the most common vernacular version across the United States. These houses



Figure 2.1.3. Folk Victorian style in the district.

will have a square or rectangular plan of wood frame construction with a low-pitched hipped roof. They have hipped dormers on three elevations and a one story porch on the façade, which sometimes wraps around a side elevation. See Figure 2.1.4.

1. Design Principles

The following design principles shall apply to new construction, substantial reconstruction and rehabilitation of properties within the Village District. These principles are consistent with the legislative requirements of CCS Section 8-2j.



Figure 2.1.4. American Foursquare style in the district.

Additional guidance may be found in the *Secretary of the Interior's Standards for Rehabilitation* (36 CFR 67), which are regulatory for the Historic Preservation Tax Incentives program, and the Guidelines for Rehabilitating Historic Buildings, which assist in applying the Standards to historic rehabilitation projects.

- 1.1 Proposed buildings or modifications to existing buildings shall be harmoniously related to their surroundings and the terrain in the district, and to the use, scale and architecture of existing buildings in the district that have a functional or visual relationship to a proposed building or modification.
- 1.2 All spaces, structures and related site improvements visible from public roadways shall be designed to be compatible with the elements of the area of the Village District in and around the proposed building or modification.
- 1.3 The color, size, height, location, proportion of openings, roof treatments, building materials and landscaping of commercial or residential property, and any proposed signs and lighting shall be evaluated for compatibility with the local architectural motif and the maintenance of views, historic buildings, monuments and landscaping.
- 1.4 The removal or disruption of historic traditional or significant structures or architectural elements shall be minimized.
- 1.5 The building and layout of buildings and included site improvements shall reinforce existing buildings and streetscape patterns, and the placement of buildings and included site improvements shall assure there is no adverse impact on the district.
- 1.6 Proposed streets shall be connected to the existing district road network, wherever possible.
- 1.7 Open spaces within the proposed development shall reinforce open space patterns of the district, in form and siting.
- 1.8 Locally significant features of the site such as distinctive buildings or sight lines of vistas from within the district shall be integrated into the site design.

- 1.9 The landscape design shall complement the district's landscape patterns.
- 1.10 The exterior signs, site lighting and accessory structures shall support a uniform architectural theme if such a theme exists and be compatible with their surroundings.
- 1.11 The scale, proportions, massing, and detailing of any proposed building shall be in proportion to the scale, proportion, massing, and detailing in the district.

2. Design Guidelines

The following design guidelines shall apply to all new construction, substantial reconstruction and rehabilitation of properties, and changes that alter the exterior appearance of buildings within the Village District and in view from public roadways.

2.1 Building Placement and Orientation

(1) Building Placement

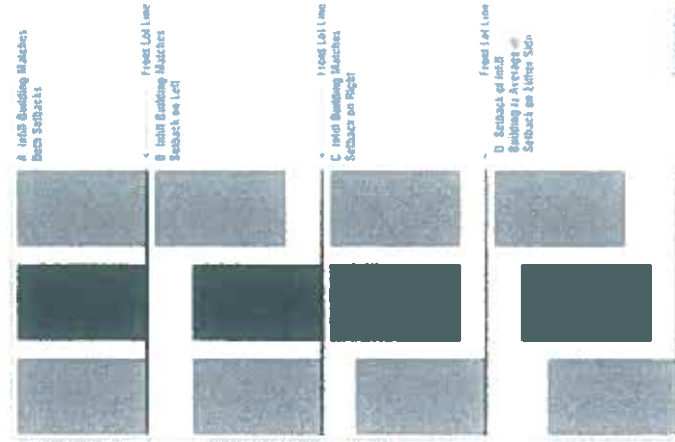


Figure 2.2.1. Setback guidelines for infill buildings.

- (a) Building placement shall respect existing patterns of building placement for the street on which they are located and define the edges of streets and public spaces.
 - (b) The individuality of the building shall be subordinated to the overall continuity of the streets and public spaces.
 - (c) Buildings shall be placed to conceal parking at the interior or rear of building lots.
- (2) Building Setbacks
- (a) Infill buildings shall comply with front yard requirements set by the Village District zone.
 - (b) If the adjacent buildings are setback at a distance that exceeds the minimum front yard requirements, infill buildings shall match the setback from the front lot line of the immediately adjacent buildings. If the setbacks do not match, the infill building may match one or the other, or may be an average of the two setbacks. See Figure 2.2.1.
- (3) Building Orientation
- (a) Buildings shall be oriented with the primary building façade(s) facing the primary street frontage(s) of the site.
 - (b) Building massing and façades shall be designed to frame streets and public spaces, to provide a sense of spatial enclosure and to define street edges.
 - (c) Building entrances, doors and windows shall be oriented to the primary street(s).
 - (d) Storefronts in commercial and mixed-use buildings shall be oriented to the primary street(s) with transparency to streets and public spaces.
- (4) Design Treatment of Edges
- (a) Buildings that are not physically adjoined to abutters shall treat side yards and the spaces between buildings in a manner consistent with existing patterns of use, in terms of setbacks and use.

- (b) Landscaping shall be used to define street edges and to buffer and screen edges that may have a negative visual impact, such as parking or loading areas.

2.2 Building Massing and Form

(1) Relationship to Existing Context

- (a) Building massing, form, and scale shall be complementary to and respectful of the patterns of existing buildings in the immediate vicinity.

(2) Building Form

- (a) The shape and massing of new and renovated buildings shall provide a balance among building height, story-height, building width and bay width that is compatible with those of adjacent buildings.
- (b) The shape and massing of the building shall complement the abutting structures and define the edges of streets and open spaces.
- (c) Residential buildings shall incorporate massing and façade design elements such as front porches, front-gable roofs, cross-gables, or hipped roofs with dormers that help relate their building massing to that of adjacent historic buildings. See Figures 2.2.2 and 2.2.3.
- (d) Commercial and mixed-use buildings shall incorporate massing and façade design elements such as storefronts, cornices and parapets that help relate their building massing to that of adjacent historic buildings. See Figure 2.2.4.

(3) Scale and Proportion

- (a) The scale of proposed new or substantially rehabilitated buildings shall be compatible with the surrounding architecture and landscape context.
- (b) The scale and proportions of building elements shall be generally compatible with those of adjacent buildings and the features and components of the façade.

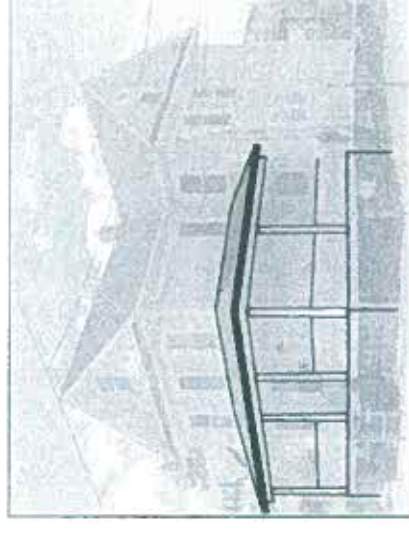


Figure 2.2.2. Front porch in residential building.

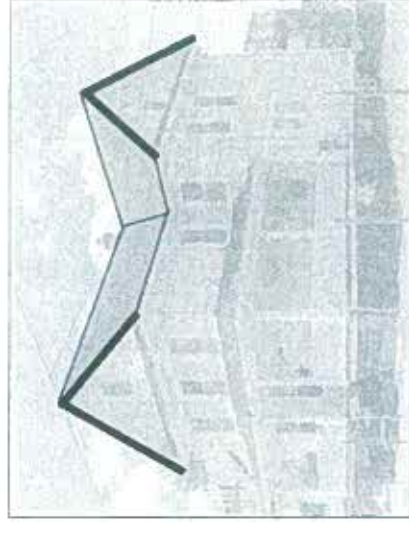


Figure 2.2.3. Front-gable roof in residential building.

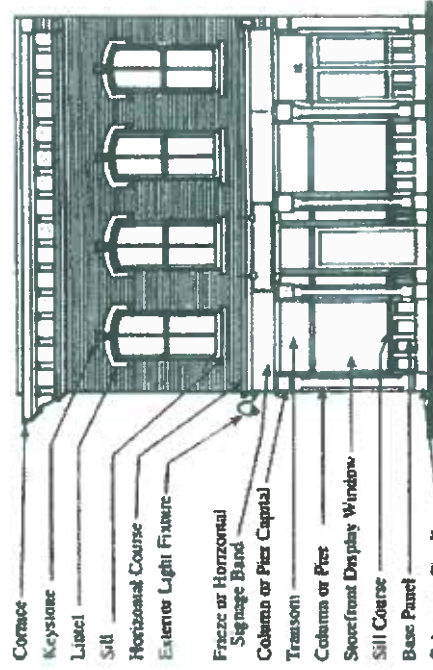


Figure 2.2.4. Commercial and mixed-use façade articulation



Figure 2.2.5. Residential building façade articulation

- (c) Elements that may help to relate building massing proportionally shall include: articulated building bases through a change in material or treatment; placement of windows in a regular pattern; articulation of building entries with porches or awnings, and façade and roof projections such as gabled roofs. See Figure 2.2.5.

(4) Height

- (a) Infill buildings shall comply with height requirements set by the Village District zone.
- (b) Where there is a discrepancy greater than ten (10) feet between the proposed building height and the height patterns of adjacent existing buildings, the Architectural Review Board shall review design proposals with the applicant for context sensitivity based upon the following: articulation of façade; building mass, scale, bulk and proportion; or other building massing considerations.

(5) Building Roofs

- (a) Roofing materials visible from public sidewalks or streets shall be of high quality and durable, including, but not limited to: slate, copper, ceramic slate tile or architectural asphalt shingle.
- (b) Roofing materials shall not call undue attention to the roof itself with bright or contrasting colors, unless historically documented.
- (c) Building mechanical equipment located on building roofs, signs, or other locations shall not be visible from the street.

2.3 Building Façades

(1) Façade Design and Relationship to Existing Context

- (a) The façade or primary building elevation of new construction or substantial rehabilitation shall be compatible with the façade design of neighboring buildings, so as to create continuity across projects and the street edge. See Figure 2.2.6.
- (b) Primary building façades with frontage along the street shall be sensitive to the existing context of building façades along that street.
- (c) At least two of the following design elements shall be repeated in adjacent buildings: design treatment at the ground level, front porch with ornate post elements, front gabled-roof, relative location and size of doors and windows, window style and proportions, location of signs, dominant façade material, dominant color, and dominant roof form. See Figure 2.2.7.
- (d) New construction and substantial rehabilitation of commercial and mixed-use buildings shall be oriented to define the edges of the street and provide visibility to and from the ground floor to activate the public space. See Figure 2.2.8.



Figure 2.2.6. Compatible design of neighboring buildings.



Figure 2.2.7. Compatible design treatment of adjacent buildings.

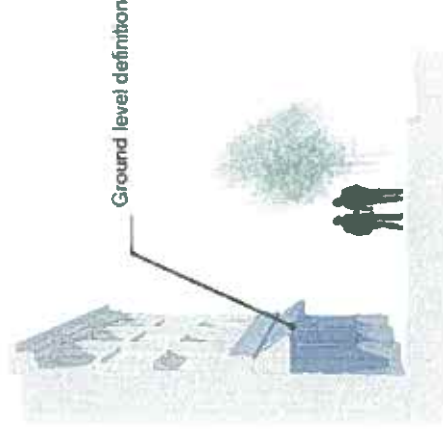


Figure 2.2.8. Definition of street edges and visibility.

- (c) There shall be a direct vertical correspondence between the design of the façade of the upper floors and the ground level retail façades in mixed-use buildings.

(2) Placement and Treatment of Entries

- (a) Entrances shall be oriented to the primary street frontage and address the street with an active and welcoming entry composition that is integrated into the overall massing and configuration of the building.
- (b) Building entries may add components to the building façade such as porches, canopies, glazed areas and stoops.
- (c) Commercial and mixed-use buildings shall provide a high level of visibility and transparency into storefronts and ground floor uses. See Figure 2.2.9.
- (d) Building and shop entrances shall be recessed to a minimum depth equal to the width of the door to prevent doors from swinging into the sidewalk.

(3) Façade Materials

- (a) Materials shall be selected to be compatible with or complementary to the materials that characterize the Village District.
- (b) Building façade exterior materials, including architectural trim and cladding, shall be of high quality and durable, including but not limited to: stone, brick, wood shingles or clapboard, wood trim, metal, glass, sustainable cement masonry board products and integrated or textured masonry.
- (c) Materials on the façade that are subject to deterioration (plywood or plastic) shall be avoided or removed and replaced with more durable materials (wood shingles, clapboard, brick or metal).
- (d) Repairs and alterations must not damage or destroy materials, features or finishes that are important in defining the building's historic character.

- (e) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials.
- (f) Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- (g) Efforts shall be made to preserve or replicate the historical wood trim around windows, doors and building corners.
- (h) Exterior material may not include vinyl or aluminum siding.
- (i) Wood lattice or perforated metal panels may not be used to screen front porches and windows due to lack of precedent in historic New England architecture. Operable window shutters or blinds are recommended as substitutes.
- (j) Uninterrupted, multi-level glazing may not be used as a primary façade design treatment.

(4) Roof Parapet and Cornice Lines

- (a) Building cornice lines shall be maintained, preserved, or recreated to define building façades and create façade components consistent with historic parapet or cornice lines as originally designed and built in the Village District commercial areas. See Figure 2.2.10.

(5) Proportion and Pattern of Windows

- (a) Original window patterns and openings shall be preserved or restored in the redevelopment of existing structures, including conservation and repair to preserve historical trim and details. See Figure 2.2.11.
- (b) New construction shall acknowledge and respond to existing window patterns of adjacent buildings in proportion, scale, rhythm and number of openings.

(6) Transparency



Figure 2.2.9. High level of visibility and transparency in storefronts.



Figure 2.2.10. Cornice detail in historic mixed-use building.

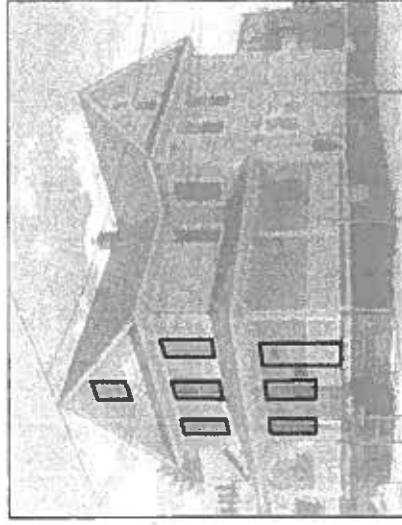


Figure 2.2.11. Preservation of historic window patterns.

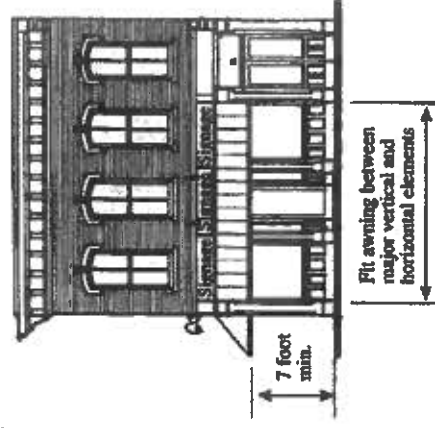


Figure 2.2.12. Location of storefront awnings and signs.

- (a) Buildings with commercial use at the ground level shall have at least 40% of the ground floor façade in transparent windows and storefronts.
- (b) Along the secondary façades that face pedestrian alleys or connections, façades must achieve at least 15% transparency.
- (c) Windows on the ground floor of the primary façade of commercial buildings shall not be mirrored or use tinted glass or be obstructed by curtains, shades, or blinds.

(7) Awnings and Signage

- (a) Awnings and signs may not obscure important architectural details by crossing over pilasters or covering windows.
- (b) Multiple awnings or signs on a single building shall be consistent in size, profile, location, material, color and design. On multi-tenant buildings the awnings and signs shall be allowed to vary in color and details, but shall be located at the same height on the building façade. See Figure 2.2.12.

2.4 Landscape

(1) Landscape Use and Orientation

- (a) Landscape features shall define edges, and frame streets and public spaces, while shielding negative views such as dumpsters or loading areas.
- (b) Plantings shall not obscure site entrances and exit drives, access ways, or road intersections.
- (c) Tree species shall be selected to maintain adequate height clearances for sidewalk circulation and visibility of commercial storefronts.
- (d) Site and landscape features shall be integrated with the design of new construction and substantial rehabilitation, in order to reflect a coordinated site and building design.

(2) Open Spaces

- (a) Public and private open spaces shall be designed, landscaped, and furnished to be compatible with or complementary to the overall character of the Village District.

(3) Rain Gardens

- (a) Rain gardens may be provided as a contributing element of the site drainage, and integrated into the overall site landscaping.
- (b) Plantings shall be well adapted to wetland edge environments, including grasses, sedges, shrubs, or trees that tolerate intermittent wet conditions and extended dry periods.

(4) Stone Walls

- (a) The existing stone walls that characterize the neighborhood landscaping shall be preserved, repaired and maintained. See Figure 2.2.13.
- (b) New development on sloping terrain shall incorporate the design and construction of stone walls into the site plan and landscaping, in ways consistent with the historic design patterns visible in the neighborhood.

(5) Trees

- (a) Existing trees, and in particular healthy and mature trees that characterize portions of the neighborhood shall be preserved to the extent possible, and they shall be incorporated into the proposed site plan. See Figure 2.2.14.
- (b) Existing trees shall be protected from damage during site construction and staging, according to best management practices.
- (c) New trees and shrubs shall be selected from indigenous species native to the region or species adapted to the area.

2.5 Lighting

- (1) Glare



Figure 2.2.13. Existing historic stone walls



Figure 2.2.14. Existing trees and mature vegetation.

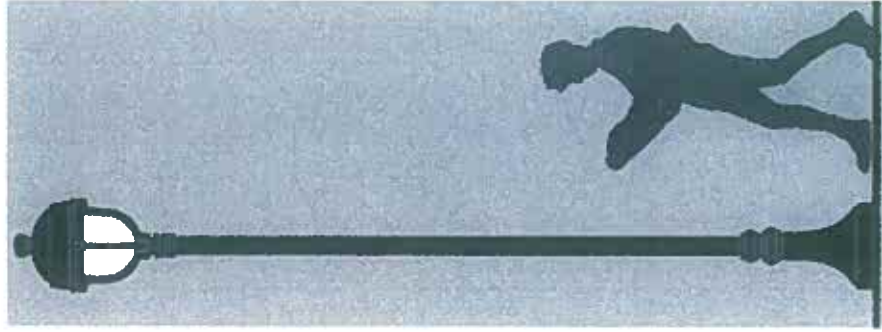


Figure 2.2.15. Cut-off light fixture.

- (a) Lighting shall not cast glare onto streets, public ways, the sky, or onto adjacent properties.

(2) Light Fixtures

- (a) Site lighting shall be set at a low luminaire height (bottom of fixture not higher than 12-14 feet for pedestrian areas, and 18-20 feet for parking lots). See Figure 2.2.15.
- (b) Light fixtures shall be the "cut-off" variety, projecting all light down towards the pavement (less than 90 degrees from the vertical line).
- (c) Decorative fixtures do not need to be the cut-off variety, but shall be equipped with interior reflectors or shields to direct light at the desired target.
- (d) LED fixtures and solar-powered lights shall be used wherever possible.
- (e) Flood and area lighting are strongly discouraged.

2.6 Parking

(1) Parking Placement

- (a) Parking areas shall be located on the interior of blocks, behind buildings, or at the rear of sites, away from prominent site edges, public spaces, and streets (except minimum required parking for single-family and two-family dwellings).

(3) Screening and Landscaping

- (a) Parking areas shall be separated from the street and adjacent residential properties by landscaped buffers of between five (5) feet and eight (8) feet in width.
- (b) Parking areas may be screened from street view by fences, gates, walls, permanent planters, or hedges. See Figure 2.2.16.

(4) Curb Cuts

- (a) Curb cuts shall be minimized and combined whenever possible into one main access point per property.

- (b) Curb cuts and driveways of adjacent properties may be combined into one shared access point following provisions of the Building Zone Regulations.

2.7 Streetscape and Sidewalks

(1) Pedestrian Access

- (a) New construction and public infrastructure improvements shall reinforce a network of continuous, convenient and safe pedestrian connections along sidewalks to and from all pedestrian entrances.
- (b) Sidewalks and pedestrian paths shall incorporate appropriate lighting, street furniture, landscaping, and signage consistent with the Village District design character.
- (c) The pedestrian network shall not include streets or spaces that are primarily used for vehicular connections, deliveries and services.

(2) Sidewalk Configuration

- (a) Sidewalks shall have a minimum unobstructed width of 4'-0".
- (b) In commercial areas, and when allowed by street dimensions, sidewalks may be widened to accommodate street trees, landscaping, and outdoor furnishing and amenities. See Figure 2.2.17.
- (c) Sidewalks shall be continuous and uninterrupted at driveways and curb cuts to strengthen priority for pedestrians.

(3) Special Paving

- (a) Unit pavers may be used to enhance the character of sidewalks, pathways, and outdoor sitting areas.
- (b) When employed, unit pavers shall be selected and set in a manner that limits uneven surfaces or joints that would become an impediment to accessibility.

(4) Street Furniture



Figure 2.2.16. Screening of parking areas.



Figure 2.2.17. Widened sidewalks for trees and street furniture.

- (a) Street furniture, such as benches, bike racks, trash and recycling receptacles, shall be clustered at convenient locations that are plainly visible and accessible.

5.5.3 DESIGN REVIEW PROCESS

Design Review and recommendation by the Architectural Review Board is mandatory for all projects meeting the requirements in §118-533. Lexington Avenue Village District under the authority of the Commission. The Architectural Review Board will issue a recommendation for approval if the project meets the Village District Review Standards on §118-533.D(3) and all other applicable design principles, guidelines and requirements, including the Lexington Avenue Design Guidelines.

1. Process Requirements

The Architectural Review Board shall submit a report and recommendation to the Commission within thirty-five days of the receipt of the application. The basis for the recommendation of the Architectural Review Board shall be the compliance of the application with the Village District Review Standards on §118-533.D(3) and all other applicable design principles, guidelines and requirements, including the Lexington Avenue Design Guidelines.

The Commission will enter this report and recommendation into the public record and consider it as part of their deliberations. Any delay in the submission of the report will not alter any other time limit imposed by the regulations. Any report or recommendation from a third party design professional or outside specialist, such as those listed under Section 1.2 Architectural Review Board, shall also be entered into the public hearing record.

As part of any recommendation of a Compliance Alternative under Section 3.2 Compliance Alternative below, the Architectural Review Board must provide a written determination and finding that the alternative approach meets the requirements of the Design Principles. Such determination should state the applicable guideline(s), the reason for granting an alternative, the applicable Design Principles, and how the alternative meets the Design Principles.

1.1. Submission Requirements

The following items shall accompany a Design Review Application:

- (1) A map showing the property location.
- (2) Color photos of the building and site existing conditions.
- (3) Scaled drawings of proposed elevations of any façade visible from the public way, including site context.
- (4) Shop drawings for any proposed fixtures, and swatches and color chips for all fabric and colors utilized.

2. Compliance Alternative

If the Architectural Review Board and the Applicant jointly agree that a proposed design meets the intent of Section 2.1 Design Principles but does not meet the requirements of Section 5.5.2.3 Design Guidelines, the Commission may accept the proposed design provided that it meets the public purpose of Section 5.5.2.1 Design Principles.

A Compliance Alternative must accomplish the relevant Design Principle. The Applicant must submit documentation that indicates the specific proposed alternative method or standard that will be used, why the Design Guidelines are not applicable to the application, and how the project is fully compliant with the Design Principles. Recommendation of approval by the Architectural Review Board of a Compliance Alternative is discretionary, but shall not be unreasonably withheld if the Applicant has provided sufficient documentation to justify such request. The use of the Compliance Alternative

must be by mutual consent between the Architectural Review Board and the Applicant.

3. Additional Materials for an Application Related to Existing Historic Buildings

The Applicant must supply documentation of the original style of the building and a narrative of how improvements are consistent with the style or how the improvements vary, and a rationale for why the variation should be approved under Section 5.5.3.2 Compliance Alternative. For the purposes of these guidelines, historic buildings are herein defined as those constructed on or before 1965, said year to be determined by the records of the Office of the Tax Assessor of the City of Norwalk, and all buildings listed in the Historic Resources Inventory contained in the Springwood-Whistleville National Register District.

The Applicant must supply pictures of the original building(s) (if applicable), the buildings to

either side of the proposed project and the view from across the street. The narrative should indicate how the proposed building change or addition is consistent with the context and describe the treatments of façades facing public streets or public parking areas. Any request for a variation from these Design Guidelines should include a statement as to why the variation should be approved under Section 5.5.3.2 Compliance Alternative.

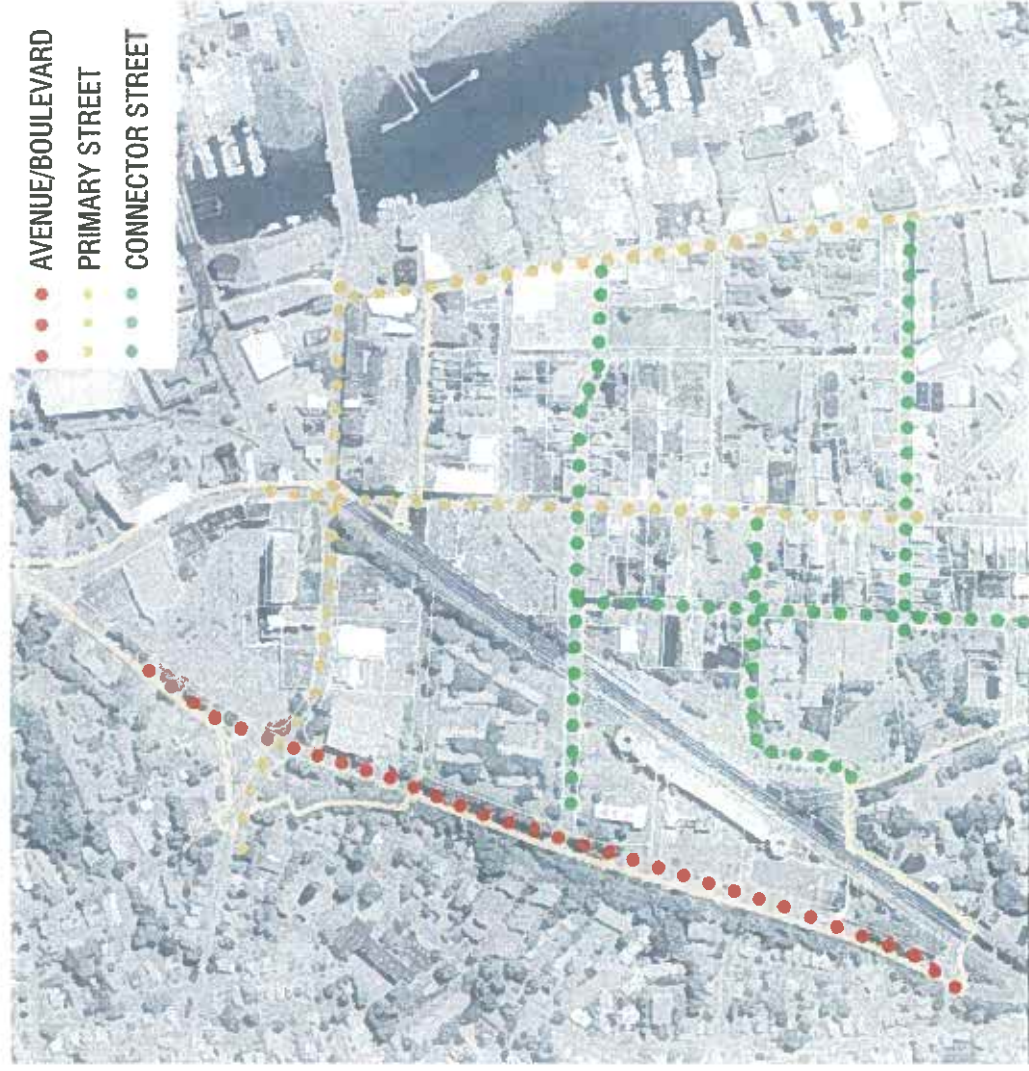


Figure 5.5.2: Street Hierarchy

5.6 Public Infrastructure and Connecting Private Infrastructure

5.6.1 PURPOSE

In order to unlock private investments, the Norwalk Redevelopment Agency may undertake public infrastructure improvements within the TOD District. Improvements may also be constructed as part of the public amenities for a private development, as part of an urban renewal project by the Norwalk Redevelopment Agency, or as part of project undertaken by the City of Norwalk. The following design guidelines should be used for these improvements in order to align the physical environment with the overall goals of this Redevelopment Plan.

Private development projects that affect the public infrastructure should also follow these guidelines when installing connections between public infrastructure and private sidewalks, driveways, internal streets, and parking lots or

when replacing public infrastructure disturbed by construction activities.

Any infrastructure, surface finishes and treatments, and amenities installed in the public right-of-way must meet City standards for long-term maintenance and durability.

5.6.2 STREET HIERARCHY

This section includes specific recommendations for public infrastructure improvements for particular street types. These recommendations should be implemented in conjunction with the more general design guidelines in the rest of this section. Streets not listed below are Neighborhood Streets and should follow the general design guidelines for public infrastructure.

1. Avenue/Thoroughfare

Applies to: Martin Luther King, Jr. Drive

- Pedestrian walkways should be separated from the high speed traffic by providing an

enhanced landscape buffer between the curb and walkway of a width of at least five feet along both sides of Martin Luther King, Jr. Drive.

- Pedestrian walkways should be continuous and connected on both sides of Martin Luther King, Jr. Drive, and provide accessible connections to each of the pedestrian crossings along the avenue. Particularly where “desire lines” of paths have been worn into the grass and no sidewalk currently exists, new walkway connections should be made.
- Pedestrian walkway widths should be adequate to accommodate shared path use between pedestrians and bicycles (typically requiring eight feet of minimum width).
- Sidewalks should be composed consistently of concrete paths with consistency of color, finish, scoring, and aggregate.
- Stairway connections to the neighborhoods atop the steep grade along Martin Luther King, Jr. Drive at Spring Street and Madison Street should be rehabilitated with concrete stairs and improved lighting.
- Important pedestrian crossings (Spring Street and Madison Street in particular) should consist of responsive crosswalk

signals and adequate crossing time for pedestrians at these locations. The pedestrian crossings should be signalized to stop traffic along Martin Luther King, Jr. Drive when prompted. Crosswalk should be well-defined with painted lines, pedestrian crossing signs and the traffic signal.

- Accessible crossings and ramps should be provided for accessible road crossings, including curb cuts at locations that include a center median, at locations such as the Madison/Clay Street crossing.
- At locations with long walking distances to cross the road, a median should be provided at the crossing to allow pedestrians a place of refuge at the center of the four-lane roadway. This exists at several locations along Martin Luther King, Jr. Drive: the Spring/Hamilton Street crossing in particular would benefit from this enhancement.
- Road crossing and intersections should provide adequate sight lines for cyclists and motorists, and adequate widths for a cyclist and a pedestrian to cross simultaneously. The same painted crosswalk should be used for pedestrians and cyclists.

- The pedestrian environment should be enhanced and made safer with a secondary system of lighting for pedestrian paths and enhanced street lighting at crossings.
- A signage system throughout the district should direct through traffic to Martin Luther King, Jr. Drive, identify major destinations and connecting routes along Martin Luther King, Jr. Drive, and create clear direction to public parking in the area.

2. Primary Street

Applies to: Washington Street, South Main Street, and Water Street

- Strengthen and enhance the pedestrian environment with well-marked and frequent signalized pedestrian crossings, street trees and other landscape features, and pedestrian scaled lighting and street furniture to reinforce the priority of pedestrians.
- Add gateway signage or sculptural components, street banners, simple and coordinated paving patterns or other elements of continuity that could reinforce the TOD District as a contiguous district.

- Provide public benches that are integrated with the placement of lighting, street trees and other streetscape components. Benches should be placed near building entrances, parks and park entrances, retail shops and other areas where sitting or people-watching may be a desirable activity for pedestrians in the district.
- Install other pedestrian amenities may include pedestrian-scaled lighting, bollards, public art, fountains, drinking fountains, trash receptacles, newspaper dispensers, maps, bus shelters or information kiosks. Each of these amenities should be organized and clustered to fit with street design and walkway layout.
- Create a primary north-south bicycle connectors for the TOD District with dedicated bicycle lanes or paths should be provided as part of the roadway width to protect pedestrians on the sidewalk.

3. Connector Street

Applies to: Hanford Place/Monroe Street, Raymond/Henry/Mulvoy

Streets, Concord Street, Chestnut Street

- All sidewalks should be a minimum of five feet clear to allow two people to walk side by side; overall sidewalk width may be greater to accommodate obstructions such as lights or trees.
- Hanford Place should be enhanced and promoted as a potential cross-city bicycle connection with dedicated bike lanes that can link the surrounding neighborhoods to the Rail Station and Waterfront.
- The railroad overpass at Monroe Street should be improved with new lighting, improved sidewalks and the potential for a public art installation to make use of the large open walls provided by the overpass supports.
- Henry Street in combination with Raymond Street provides a similar cross-district connector as Monroe Street and Hanford Place. The Henry and Raymond Street connection should be featured as a cross district pedestrian connection with enhanced sidewalk and crosswalks.

**PUBLIC INFRASTRUCTURE
REQUIREMENTS ARE UNDER
REVIEW BY THE DEPARTMENT
OF PUBLIC WORKS**

5.6.3 PUBLIC PARKING

- On-street parking should be encouraged where street widths support the addition of one or two-sided parallel parking.
- On-street parking should be maximized within the district to provide the most convenient parking as possible and should be strategically managed as part of a district wide parking plan.
- Cars in parking lots should be screened either by buildings, building components, or landscape features that enhance the ability of the parking lots to fade into the texture of the district and to not stand out as unsafe or vacant lots.
- Low architectural walls, earth berms or other landscape features should be used to visually conceal much of a parked vehicle while also allowing views into and out of parking areas to ensure a sense of safety and visibility.
- Pedestrian connections in the district should be improved to support a “park once” parking strategy in which the district is a comfortable, safe and pleasant walking environment which would not require moving the car from destination to destination.

5.6.4 PEDESTRIAN NETWORK

1. Sidewalks

- Sidewalks will meet the requirements of the Department of Public Works in the City of Norwalk.

2. Crosswalks

- Crosswalks will meet the requirements of the Department of Public Works in the City of Norwalk.

3. Bicycle Lanes

- Bicycle lanes and corridors shall meet the requirements of the American Association of State Highway and Transportation Officials (AASHTO).

native seating options, bike racks, trash and recycling receptacles, light fixtures or other permanent elements for the convenience or comfort or convenience of pedestrians to support an active and functional street environment.

- Streetscape elements should be used to strengthen street edges, define pedestrian corridors and enhance outdoor spaces.
- Streetscape elements should be integrated as design components of the site planning and should occur at regularly or logically spaced intervals based upon the recommendations of individual product manufacturers.
- All streetscape elements should be selected to be highly durable, resistant to vandalism, and not require extensive maintenance. Streetscape elements should be secure, permanently affixed to the ground and easily cleaned.
- No streetscape elements should impede upon required widths of public paths or infringe upon other requirements or standards of accessibility.

5.6.5 STREETSCAPE

1. Streetscape Elements and Furniture

- Streetscape elements and furniture may include landscape plantings, benches, alter-

2. Bicycle Amenities

- Bicycle amenities and racks should be integrated into the street furniture and streetscape program.
- Bicycle racks should be located near building entrances, public spaces or small open spaces, at curb extensions, at new on-street parking spaces (free-standing or associated with parking meters).
- Bicycle amenities should be incorporated with other streetscape elements where sidewalk widths are not wide enough to add other types of bicycle storage.
- Bicycle storage should be provided at the Rail Station for both short term and overnight uses.

3. Lighting

- Lighting throughout the TOD District should be used to increase visibility and nighttime safety and where necessary provides several levels of light, including general roadway lighting, secondary pedestrian lighting, exterior building lighting and occasionally accent or special feature lighting.

- General roadway lighting, secondary pedestrian lighting, and exterior building lighting should be designed and installed as a full cutoff to prevent light dispersion or glare above a 90-degree horizontal plane. Light overspill and glare onto neighboring properties should be avoided.
- Downward-directed lighting consistent with the recommendations of the International Dark-Sky Association (IDA) is preferred. The IDA has a Fixture Seal of Approval for light fixtures and components that meet their recommendations.
- Locations of light fixtures should avoid reduction of sidewalk widths and required clearances.
- In some locations, like open spaces, parks or parking lots, the installation of emergency call boxes should be considered for added public safety and comfort.

- Lighting should be provided at a pedestrian scale. On Primary, Connector and Neighborhood Street Types, pedestrian-scaled lighting may be the primary source of street lighting; for For Avenue/Thoroughfare Street Types, the primary source of lighting will be the more utilitarian and functional tall street

lights that should be supplemented by a secondary system of lower scale pedestrian lights at the sidewalks.

4. Pavement Treatments

- Paving materials should be applied consistently throughout the district and provide the unifying elements for exterior spaces.
- Transitions between dissimilar paving materials should provide smooth and visually pleasing connections. Transitions of this type should employ a third material, unique pattern, or some other method to gracefully move from one material to another.
- Pedestrian crossings should be highlighted with unique paving materials or painted areas, such as stamped asphalt and concrete and thermoplastic applied asphalt patterns.

5. Gateway Treatments

- Gateway intersections into the district should be given extra attention in regard to landscape, streetscape, lighting and pedestrian amenities.

- The entry into the TOD District from other areas within the City should be signified by the treatment of gateway intersections and signal to motorists, bicyclists and pedestrians that they are entering an area of high pedestrian activity and an area that is identifiable as a unique district.

6. Wayfinding Signage

- Different types of public wayfinding signage include the following: district gateway, vehicular directional, vehicular destination, parking, pedestrian directional, informational, special/commemorative/historic, destination identification, and special event, seasonal or banner signage.
- A consistent theme and scale for signage types and placement of signs should be established for the district to add elements of visual continuity to the TOD District.
- Wayfinding signage should be employed for each of the primary attractions and destinations in the area (Rail Station, Aquarium, Washington Street Historic District, or the Maritime Museum).

- The wayfinding system should be strategically located at gateway intersections and leading to the final destination and nearby parking.
- Wayfinding signage should be functional for tourists and out-of-town visitors by assisting in navigation between attractions with a coherent signage system throughout the district.
- The system of wayfinding and signage should be adaptable and flexible to accommodate information regarding special events.

5.6.6 LANDSCAPE ELEMENTS AND PLANTINGS

1. General

- Landscape and planting strategies and designs should have a hierarchical use of trees and plantings, such as: canopy tree, sub-canopy tree, under-story flowering tree or shrub, evergreen trees or shrubs, ground covers, wild flowers, field flowers and lawns.
- Plantings should be planned for a long life cycle. Considering plant selection and a care-

fully planned plant maintenance schedule. Plantings should be considered for ease of maintenance and Norwalk's climate (US Plant Hardiness Zone 6) including maintaining and pruning trees.

- The species of plantings should be drought tolerant, native or adapted to the New England climate, and non-invasive.

- Landscape and plantings should be coordinated with Arbor Day Foundation and Tree City USA efforts, in which Norwalk participates; coordination efforts should include the tree board, tree care ordinance, and comprehensive community forestry program.

- The Norwalk Tree Advisory Committee provides guidelines for use in reviewing applications and coordinating final plans with builders, developers and redevelopers. Guidelines address such topics as acceptable tree pit construction, species selection, use of open space, urban landscapes, and streetscape development.

- Landscape and planting strategies and designs should include LID (low impact development) techniques for managing on-

site stormwater including bioswales, rain gardens, filter ships, porous paving, etc.

2. Park Plantings

- Park plantings should be designed to complement the scale of spaces, define views, and reinforce the appeal created by positive developments within the TOD District.
- Park plantings should use shade trees to provide pleasant and comfortable spaces protected from the sun.
- Planting masses should maintain consistency within a view shed.
- Plantings should exploit seasonal color at park gateways or district gateways.
- Plantings should be arranged and planned to allow unobstructed park views to maintain visual connections to open spaces and enhance safety while defining the edges of outdoor spaces that lend themselves to outdoor activity.



3. Streetscape Plantings

- Plantings at medians and street edges should be used to provide buffers for pedestrians; use of planting beds for ornamental flowers at street trees could be used to enhance primary and connector streets.
- Street plantings should create visual unity, define spaces and street edges and act to provide screening and buffering where appropriate. Street tree plantings should allow for visibility of retail storefronts and site lines at intersections.
- Street trees located within sidewalks or other hardscape areas should be planted in a tree pit that is adequately sized for the root system of the tree species and that is designed to be integrated with the sidewalk system including small planting beds, tree grates, or other finished landscape components that integrate the plantings.
- Appropriate street trees should be selected to be consistent with the Department of Public Works (DPW) preferences and maintenance procedures, and to coordinate with their List of Appropriate Street Trees.

5.7 Glossary of Terms

Many traditional terms are used to describe portions of buildings, storefronts, site features and other design elements. This Glossary has been prepared to explain such terms that are used in the Design Guidelines.

- **AWNING** – A sheltering or covered frame, often of fabric, either stationary or on a retractable system attached to a structure. The awning does not receive stanchion support as in a canopy.
- **AWNING OR CANOPY SIGN** – A sign painted, stamped, perforated, stitched, or otherwise applied on an awning, canopy or marquee, including backlit signs.
- **BIOSWALE** – A landscape feature that controls stormwater runoff on site and allows it to infiltrate the ground. Bioswales vary in size and may be part of a larger stormwater management system.
- **BUFFER** – Landscape or fencing that is used to screen and/or mitigate the impacts of utilitarian elements of a building or site, such

as dumpsters, loading areas, or mechanical equipment.

- **BUFFER ZONE** – Land which is maintained in either a natural or landscaped state, and is used to screen and/or mitigate the impacts of development on surrounding areas, properties or rights-of-way.
- **BUILDING HEIGHT** – The vertical distance from grade to the top of the highest point of the roof or structure.
- **CANOPY** – A sheltering or covered frame, often of fabric, which is attached to a structure at the inner end and receiving stanchion support at the outer end.
- **COMPATIBLE** – A visual and aesthetic consideration that allows two parts to exist or occur together without conflict or diminishment of the other part.
- **DARK-SKY** – An effort to reduce light pollution intending to increase the number of stars visible at night, reduce the effects of unnatural lighting on the environment and cut down on energy usage. The dark-sky movement encourages the use of full-cutoff light fixtures that cast little or no light up-

- ward in public areas. For more information, see the International Dark-Sky Association's website at <http://www.darksky.org>.
- **DIRECTORY SIGN** – A sign that identifies the names and/or location of establishments in a multi-tenant building or multi-tenant development.
- **DIRECTION SIGN** – A sign identifying on-premises traffic, parking or other functional activity, which bears no language or symbols for business identification or advertising.
- **DORMER** – A roof-covered projection from a sloped roof. A window set in a small gable projecting from a roof.
- **ENTABLATURE** – The upper panel of moldings and bands which lie horizontally above columns. Entablatures are important elements of classical architecture. They are a common area to provide the most prominent signage for a building.
- **FAÇADE** – Any side of a building. The exterior walls of a building exposed to public view or that wall viewed by persons not within the building.
- **FENCE** – Any artificially constructed barrier of any material or combination of materials used as a boundary, or erected to prevent intrusion, or to enclose, buffer, or screen areas of land.
- **FILTER STRIP** – Often planted with grass, filter strips slow surface water runoff and captures sediments and potential pollutants from a site before it flows into a water body.
- **FULL-CUTOFF LIGHT FIXTURE** – A light fixture that casts little or no light upward.
- **GABLE** – The vertical surface that connects two or more sloped roofs. The triangular shaped wall section formed by the two slopes of a roof.
- **GROUND FLOOR** – That building floor which is substantially level with the exterior grade of the lot at the main entrance to a structure.
- **HUMAN-SCALED** – The proportional relationship of a particular building, structure, or streetscape element to the human form and function.
- **LANDSCAPED AREA** – The part or parts of a lot developed and permanently maintained in grass and other plant materials, in which the space is open to the sky and is free of all vehicular traffic, parking, loading, and outdoor storage.
- **LANDSCAPE MAINTENANCE PLAN** – A document that describes the intentions and specifications for maintaining landscape to be installed as part of a development including pest management, irrigation, fertilization, mulching, pruning, staking, and seeding requirements to establish and enhance the health of installed landscape.
- **LOT** – The basic development unit for determination of lot area, depth, and other dimensional regulations. A single area of land in one ownership defined by bounds or boundary lines in a recorded deed or shown on a recorded plan.
- **LOT FRONTAGE** – That portion of a lot abutting a street. The length of a lot line(s) measured at the street right-of-way.
- **LOW IMPACT DEVELOPMENT (LID)** – a term used to describe land planning and engineering design approaches that manage stormwater runoff with an emphasis on

- conservation, use of on-site natural features, and the protection of water quality.
- MANSARD** – A roof having a double slope on all four (4) sides, the lower slope being much steeper. A partial mansard façade consists of the lower slope on one (1) or more sides, with no direct relationship to the upper roof.
 - MASSING** – The overall form of a building, its physical bulk and volume as it relates to the site.
 - MASTER SIGNAGE PLAN** – A written and graphic document that portrays a coordinated signage scheme for all signs for a building that contains two or more establishments or for a multi-tenant development. A Master Signage Plan shall address sign type, location, dimensions, surface area, materials and lighting.
 - NECK-DOWN** – Also referred to as a curb extension. A traffic calming measure that extends the curb into the street at an intersection to reduce the pedestrian crossing distance.
 - PARAPET** – A low wall or railing that extends above the roof of a building.
- PEDESTRIAN-ORIENTED** – Describes an approach to circulation or accommodation in which the pedestrian is the primary consideration.
- PEDESTRIAN-SCALE** – The relationship between an individual and his or her environment, whether natural or built, which contributes to an individual's comfort and sense of accessibility.
- PIER** – An upright support for a superstructure, such as an arch or bridge. Specific to façades, it often refers to a raised column-like element used to frame windows or bays.
- RAIN GARDENS** – A rain garden is a depression that allows surface water to infiltrate the ground. Plantings used for the rain garden should be native or adapted plants that are suitable for wetland edges.
- SETBACK** – The minimum horizontal distance between the street, right-of-way line or lot line and the building. The distance between a structure and any lot line.
- SIGNAGE** – Design or use of signs and symbols to communicate a message to a specific group, usually for the purpose of marketing or direction. Signage is a term that refers collectively to a group of individual signs.
- SITE PLAN** – A scaled illustration depicting the planned layout of buildings, parking, driveways, sidewalks, landscape, stormwater facilities, and other features of the lot. The site plan is one element of the required information of a site plan submittal or application.
- STREETSCAPE** – The collection of elements that constitute the physical makeup of a street and that, as a group, define its character including building frontage, street paving, street furniture, landscaping, open space areas, and lighting.
- VISTA** – A unique view to or from a particular point through a passage or opening in a feature of a building or site.
- WAYFINDING** – Wayfinding signage refers to a family of signage products created for the purpose of directing people to and from a defined area, all while guiding them through paths, marking destinations reached, and providing both essential and commercial instructions and data along the way.

- **YARD** – Any open space on the same lot with a principal building, unoccupied, and unobstructed from the ground to the sky, except for accessory buildings or structures, or such projections as are expressly permitted in zoning regulations. A yard lies between the principal building and the lot lines.
- **ZONING DISTRICT** – The basic unit in zoning. A portion of land in a community to which a uniform set of regulations applies, or a uniform set of regulations for a specific use.

6. REGULATIONS ON DEVELOPMENT

6.1 Parcel Regulations

This section includes the obligations of private developers who acquiring property from the Norwalk Redevelopment Agency. Developers are subject to all controls under *Section 3 Land Use, Section 5 Design Guidelines*, and *Appendix 8.D Proposed Zoning Changes*. In additions, the following regulations will apply:

6.1.1 There shall be no restriction of occupancy or use of any part of the project area on the basis of race, creed, color, sex, or national origin. All leases and sales agreements to the land and to the improvements on the land shall include this requirement and that or conformance with all such applicable law.

6.1.2 If a Request for Proposals (RFP) is issued for a parcel under the control of the Norwalk Redevelopment Agency, development of that parcel shall be governed by the terms of the LDA. Notwithstanding, the site plan, landscaping plan, and the exterior design of all building shall be subject to the review and approval of the Norwalk Redevelopment Agency, on the basis of the controls and guidelines set for by this plan in *Section 3 Land Use* and *Section 5 Design Guidelines*.

6.1.3 The construction of certain public improvements may be required as a precondition to the redevelopment of parcels within the Redevelopment Area. Developers shall work cooperatively with the City to ensure that such improvements are constructed in a timely manner. Any required improvements must be built according to the standards of the City of Norwalk and *Section 5 Design Guidelines* and they must be accepted by the City of Norwalk as complete and standard prior to the issuance of a temporary or final certificate of Occupancy for the private development.

6.1.4 Private actions within the Redevelopment Area may result in the displacement of families. The Norwalk Redevelopment Agency recommends the developer work with the City to provide priority accommodation for families within City-regulated housing inventory. The family should be given priority first for appropriate City-regulated housing within the Redevelopment Area and, if no such housing is available or suitable, the family should be given priority for appropriate City-regulated inventory within a reasonable distance of the housing from which the family was displaced.

6.2 Applicability and Duration

These regulations apply to development proposals for any of the parcels within the South Norwalk TOD Redevelopment Area shown on *Figure 1-1: South Norwalk TOD Redevelopment Area Boundary* and identified in *Appendix 8.A Project Area Boundaries*.

Except as specifically amended by the Norwalk Redevelopment Agency, all requirements and controls in this plan shall be binding and in force for 10 years after the date of approval.

The legislative body must review the plan at least once every ten years after initial approval and reapprove or amend the plan at least once every ten years after initial approval in order for the plan to remain in effect.

6.3 Property Acquisition Plan

The Norwalk Redevelopment Agency does not anticipate purchasing properties to meet the goals of this Redevelopment Plan.

Should properties be acquired to support an urban renewal project, this Redevelopment Plan must be amended as described in *Section 6.4 Plan Approval and Amendments*.

Properties acquired by the Norwalk Redevelopment Agency may be disposed of by lease or sale at the option of the Agency. Such disposition will specify the required schedule for commencement and completion of construction on a parcel. No designated developer may sell its interest in a parcel prior to completion of development without the written permission of the Norwalk Redevelopment Agency.

6.4 Plan Approval and Amendments

6.4.1 PROCEDURE FOR APPROVAL

Pursuant to state legislation, the following process must be completed prior to the approval of this Redevelopment Plan by the Norwalk Redevelopment Agency and the Common Council of the City of Norwalk:

- The Norwalk Redevelopment Agency must request a written determination by the Planning and Zoning Commission that the Redevelopment Plan is consistent with the City of Norwalk's Plan of Conservation and Development.
- The Norwalk Redevelopment Agency must hold a public hearing on the Redevelopment Plan.
- The Norwalk Redevelopment Agency may approve the Redevelopment Plan after the public hearing subject to certain findings as stated in Section 8-127 of Chapter 130 of the Connecticut General Statutes.
- The legislative body must approve the Redevelopment Plan before it takes effect, as required by Section 8-136 of Chapter 130 of the Connecticut General Statutes.
- The Norwalk Redevelopment Agency must publish a notice of the initial approval of the Redevelopment Plan in a newspaper having general circulation in the municipality.

The Norwalk Redevelopment Agency must publish the Redevelopment Plan on its website at least thirty-five days prior to the public hearing.

The Norwalk Redevelopment Agency must publish the notice of the public hearing at least twice in a newspaper of general circulation within Norwalk. The first notice must be published not less than two weeks before the date of the hearing.

6.4.2 PLAN AMENDMENTS

The Norwalk Redevelopment Agency may make minor modifications to this plan at any time. Minor modifications require the approval of the Commissioners of the Norwalk Redevelopment Agency and include :

- Correction of typographical errors.
- Removal of parcels or addition of parcels to the Redevelopment Area that are less than 1% of the total area of the Redevelopment Area.

Major modifications are governed by Section 8-136 of Chapter 130 of the Connecticut General Statutes and must follow the process outlined in *Section 6.4 / Procedures for Approval*. Major modifications include the following:

- Changes to the Redevelopment Area Boundary (other than that described above).
- Changes to the Goals of the Plan.
- Changes to the Design Guidelines.
- Any change that effectively creates a new redevelopment plan under Chapter 8-127 of the Connecticut General Statutes.

Approval for minor or major modifications shall be obtained from any affected developers or their successors in interest who had purchased or leased property under the terms of this plan before such modifications are effective.

All amendments to this Redevelopment Plan shall be recorded in *Section 7 Amendments*.



NORWALK REDEVELOPMENT AGENCY

7. AMENDMENTS

Any amendments to this Redevelopment Plan under Section 6.4.2 Plan Amendments shall be recorded in this section.

8. APPENDICES

8.A. PROJECT AREA BOUNDARIES

8.A. Parcels within the Redevelopment Area

The following tables list the parcels within the Redevelopment Area by subarea.

8.A.1 PARCELS WITHIN THE TOD DISTRICT

2-25-1-0	2-44-10-207	2-44-28-104	2-46-1-A2	2-46-1-D2	2-46-1-G5
2-25-2-0	2-44-10-208	2-44-28-105	2-46-1-A3	2-46-1-D3	2-46-1-G6
2-25-5-0	2-44-10-209	2-44-28-107	2-46-1-A4	2-46-1-D4	2-46-1-G7
2-25-6-0	2-44-10-210	2-44-28-201	2-46-1-A5	2-46-1-D5	2-46-1-G8
2-25-12-0	2-44-10-211	2-44-28-202	2-46-1-A6	2-46-1-D6	2-46-1-G9
2-25-13-0	2-44-10-301	2-44-28-203	2-46-1-A7	2-46-1-D7	2-46-1-H11
2-25-18-0	2-44-10-302	2-44-28-204	2-46-1-A8	2-46-1-D8	2-46-1-H10
2-25-19-0	2-44-10-303	2-44-28-205	2-46-1-A9	2-46-1-D9	2-46-1-H2
2-25-20-0	2-44-10-304	2-44-28-206	2-46-1-B1	2-46-1-E1	2-46-1-H3
2-25-28-0	2-44-10-305	2-44-28-207	2-46-1-B10	2-46-1-E2	2-46-1-H4
2-25-29-0	2-44-10-306	2-44-28-301	2-46-1-B2	2-46-1-F3	2-46-1-H5
2-25-30-0	2-44-10-307	2-44-28-302	2-46-1-B3	2-46-1-E4	2-46-1-H6
2-25-34-0	2-44-10-308	2-44-28-303	2-46-1-B4	2-46-1-F1	2-46-1-H7
2-41-1-0	2-44-10-309	2-44-28-304	2-46-1-B5	2-46-1-F10	2-46-1-H8
2-42-2-0	2-44-10-310	2-44-28-305	2-46-1-B6	2-46-1-F11	2-46-1-H9
2-42-3-0	2-44-13-0	2-44-28-306	2-46-1-B7	2-46-1-F2	2-46-1-F1
2-42-3A-0	2-44-14-0	2-44-28-307	2-46-1-B8	2-46-1-F3	2-46-1-I2
2-42-4-0	2-44-19-0	2-44-30-0	2-46-1-B9	2-46-1-F4	2-46-1-I3
2-44-1-0	2-44-20-0	2-44-31-0	2-46-1-C1	2-46-1-F5	2-46-1-I4
2-44-6-0	2-44-21-0	2-45-1-0	2-46-1-C10	2-46-1-F6	2-46-1-I5
2-44-7-0	2-44-22-0	2-45-2-0	2-46-1-C11	2-46-1-F7	2-46-1-I6
2-44-8-0	2-44-23-0	2-45-10-0	2-46-1-C2	2-46-1-F8	2-46-1-I7
2-44-9-0	2-44-25-0	2-45-11-0	2-46-1-C3	2-46-1-F9	2-46-1-I8
2-44-10-0	2-44-28-1	2-45-12-0	2-46-1-C4	2-46-1-G1	2-46-1-I9
2-44-10-201	2-44-28-2	2-46-1-A1	2-46-1-C5	2-46-1-G10	2-53-5-0
2-44-10-202	2-44-28-3	2-46-1-A10	2-46-1-C6	2-46-1-G11	2-53-6-0
2-44-10-203	2-44-28-4	2-46-1-A11	2-46-1-C7	2-46-1-G12	2-55-1-0
2-44-10-204	2-44-28-101	2-46-1-A12	2-46-1-C8	2-46-1-G2	2-55-2-0
2-44-10-205	2-44-28-102	2-46-1-A13	2-46-1-C9	2-46-1-G3	2-55-3-0
2-44-10-206	2-44-28-103/06	2-46-1-A14	2-46-1-D1	2-46-1-G4	2-55-4-0

8. APPENDICES

2-55-5-0	2-58-17-0	2-61-2-0	2-62-12-310	2-63-1-0	2-64-4-2A	2-64-4-4G	2-75-138-22
2-55-6-0	2-58-18-0	2-61-3-0	2-62-12-311	2-63-2-0	2-64-4-2B	2-64-4-4H	2-75-138-23
2-55-7-0	2-58-22-0	2-61-4-0	2-62-12-312	2-63-3-0	2-64-4-2C	2-64-4-4I	2-75-138-24
2-55-19-0	2-58-23-0	2-62-2-0	2-62-12-313	2-63-4-0	2-64-4-2D	2-64-4-4J	2-75-138-25
2-55-21-0	2-58-24-0	2-62-3-0	2-62-12-401	2-63-5-0	2-64-4-2E	2-64-4-4K	2-75-138-26
2-55-22-0	2-58-25-0	2-62-10-0	2-62-12-402	2-63-7-0	2-64-4-2F	2-64-4-4L	2-75-138-27
2-55-24-0	2-58-26-0	2-62-11-0	2-62-12-403	2-63-8-0	2-64-4-2G	2-75-127-0	2-75-138-28
2-55-27-0	2-58-27-0	2-62-12-0	2-62-12-404	2-63-9-0	2-64-4-2H	2-75-130-0	2-75-138-29
2-55-28-0	2-58-28-0	2-62-12-201	2-62-12-405	2-63-10-0	2-64-4-2I	2-75-133-0	2-75-138-30
2-55-29-0	2-58-29-0	2-62-12-202	2-62-12-406	2-63-11-0	2-64-4-2J	2-75-138-1	2-75-138-31
2-55-30-0	2-58-30-0	2-62-12-203	2-62-12-407	2-63-12-0	2-64-4-2K	2-75-138-10	2-75-138-32
2-57-1-0	2-58-31-0	2-62-12-204	2-62-12-408	2-63-13-0	2-64-4-2L	2-75-138-11	2-75-138-33
2-57-2-0	2-58-32-0	2-62-12-205	2-62-12-409	2-63-14-0	2-64-4-3A	2-75-138-12	2-75-138-34
2-57-3-0	2-58-33-0	2-62-12-206	2-62-12-410	2-63-15-0	2-64-4-3B	2-75-138-13	2-75-138-35
2-57-4-0	2-58-34-0	2-62-12-207	2-62-12-411	2-63-16-0	2-64-4-3C	2-75-138-14	2-75-138-36
2-57-5-0	2-58-35-0	2-62-12-208	2-62-12-412	2-63-17-0	2-64-4-3D	2-75-138-15	2-75-138-37
2-57-6-0	2-58-36-0	2-62-12-209	2-62-12-413	2-63-18-0	2-64-4-3E	2-75-138-16	2-75-138-38
2-57-7-0	2-58-37-0	2-62-12-210	2-62-14-0	2-64-2-0	2-64-4-3F	2-75-138-17	2-75-138-39
2-57-8-0	2-58-38-0	2-62-12-211	2-62-15-0	2-64-4-1A	2-64-4-3G	2-75-138-18	2-75-138-40
2-57-9-0	2-58-39-0	2-62-12-212	2-62-16-0	2-64-4-1B	2-64-4-3H	2-75-138-19	2-75-138-41
2-57-10-0	2-58-44-0	2-62-12-213	2-62-17-0	2-64-4-1C	2-64-4-3I	2-75-138-2	2-75-138-42
2-57-11-0	2-58-45-0	2-62-12-301	2-62-18-0	2-64-4-1D	2-64-4-3J	2-75-138-3	2-75-138-43
2-58-1-0	2-58-46-0	2-62-12-302	2-62-19-0	2-64-4-1E	2-64-4-3K	2-75-138-4	2-75-138-44
2-58-2-0	2-59-1-0	2-62-12-303	2-62-20-0	2-64-4-1F	2-64-4-3L	2-75-138-5	2-75-138-45
2-58-3-0	2-60-1-0	2-62-12-304	2-62-21-0	2-64-4-1G	2-64-4-4A	2-75-138-6	2-75-138-46
2-58-4-0	2-60-6-0	2-62-12-305	2-62-22-0	2-64-4-1H	2-64-4-4B	2-75-138-7	2-75-138-47
2-58-8-0	2-60-7-0	2-62-12-306	2-62-23-0	2-64-4-1I	2-64-4-4C	2-75-138-8	2-75-138-48
2-58-9-0	2-60-9-0	2-62-12-307	2-62-25-0	2-64-4-1J	2-64-4-4D	2-75-138-9	2-75-138-49
2-58-15-0	2-60-11-0	2-62-12-308	2-62-26-0	2-64-4-1K	2-64-4-4E	2-75-138-20	2-75-138-50
2-58-16-0	2-61-1-0	2-62-12-309	2-62-28-0	2-64-4-1L	2-64-4-4F	2-75-138-21	2-75-138-51

2-75-138-52	2-76-11-0	2-77-4-0	2-82-4-0	2-83-8-17E	5-83-138-0
2-75-138-53	2-76-12-0	2-77-7-0	2-82-5-0	2-83-8-18E	5-83-140-0
2-75-138-54	2-76-13-0	2-77-8-0	2-82-8-0	2-83-8-19D	5-83-141-0
2-75-138-55	2-76-14-1	2-78-1-0	2-82-8A-0	2-83-8-20GB	5-83-142-0
2-75-138-56	2-76-14-2	2-78-2-0	2-82-9-0	2-83-8-21GB	5-83-144-0
2-75-138-57	2-76-14-3	2-78-3-0	2-82-10-0	2-83-8-22GB	
2-75-140-0	2-76-14-4	2-78-4-0	2-82-11-0	2-83-8-23GB	
2-75-161-0	2-76-14-5	2-78-5-0	2-82-14-0	2-83-8-24GB	
2-75-162-0	2-76-14-6	2-78-6-0	2-82-19-0	2-83-8-25GB	
2-75-163-0	2-76-15-0	2-78-7-0	2-82-20-0	2-83-8-26F	
2-75-71-0	2-76-16-0	2-78-8-0	2-82-21-0	2-83-8-27G	
2-76-2-0	2-76-17-0	2-78-9-0	2-82-23-0	2-83-8-28G	
2-76-3-0	2-76-18-0	2-78-10-0	2-83-8-1H	2-83-8-29G	
2-76-3A-0	2-76-19-0	2-78-11-0	2-83-8-2H	2-83-8-30G	
2-76-5-A	2-76-20-0	2-78-12-0	2-83-8-3E	2-83-8-31G	
2-76-5-B	2-76-21-0	2-78-13-0	2-83-8-4D	2-83-8-32G	
2-76-5-C	2-76-22-0	2-78-14-0	2-83-8-5E	2-83-8-33G	
2-76-5-D	2-76-24-0	2-78-15-0	2-83-6-0	2-83-8-34G	
2-76-5-E	2-76-25-0	2-78-18-0	2-83-8-6D	2-83-8-35G	
2-76-5-F	2-76-26-0	2-78-19-0	2-83-8-7A	2-83-8-36G	
2-76-6-0	2-76-27-0	2-78-20-0	2-83-8-0	2-83-8-37G	
2-76-7-1	2-76-28-0	2-78-21-0	2-83-8-8B	2-83-8-38C	
2-76-7-2	2-76-29-0	2-79-1-0	2-83-8-9C	2-83-8-39C	
2-76-7-3	2-76-30-0	2-79-3-0	2-83-8-10B	2-83-8-40GB	
2-76-7-4	2-76-31-0	2-79-4-0	2-83-8-11B	2-83-8-41GB	
2-76-7-5	2-76-32-0	2-79-5-0	2-83-8-12C	2-83-8-42GB	
2-76-7-6	2-76-34-0	2-79-6-0	2-83-8-13J	2-83-8-43GB	
2-76-8-0	2-76-35-0	2-82-1-0	2-83-8-14J	2-83-8-44K	
2-76-9-0	2-76-36-0	2-82-2-0	2-83-8-15D	2-83-9-0	
2-76-10-0	2-76-37-0	2-82-3-0	2-83-8-16D	2-83-10-0	

8.A.2 PARCELS WITHIN THE LEXINGTON AVENUE NEIGHBORHOOD

2-65-2-0	2-65-43-0	2-66-17-0	2-66-49-0	2-68-22-0	2-74-29-A	2-75-24-0	2-75-52-5	5-82-26-D	5-83-89-0	5-83-119-0
2-65-3-0	2-65-44-0	2-66-18-0	2-66-50-0	2-68-34-0	2-74-29-B	2-75-25-0	2-75-52-6	5-82-26-E	5-83-90-0	5-83-120-0
2-65-4-0	2-65-45-0	2-66-19-0	2-66-51-0	2-68-35-0	2-74-30-A	2-75-26-0	2-75-52-7	5-82-26-F	5-83-91-0	5-83-121-0
2-65-5-0	2-65-46-0	2-66-20-0	2-66-52-0	2-68-38-0	2-74-30-B	2-75-27-0	2-75-52-8	5-82-27-0	5-83-92-0	5-83-122-0
2-65-6-0	2-65-47-0	2-66-22-0	2-66-54-0	2-74-1-0	2-75-1-0	2-75-27A-0	2-75-52-9	5-82-28-0	5-83-93-0	5-83-123-0
2-65-7-0	2-65-48-0	2-66-23-0	2-66-55-1	2-74-2-0	2-75-2-0	2-75-29-0	2-75-52-10	5-82-29-0	5-83-94-0	5-83-126-0
2-65-8-0	2-65-50-0	2-66-24-0	2-66-55-2	2-74-3-0	2-75-3-0	2-75-32-0	2-75-52-11	5-82-30-0	5-83-95-0	5-83-126A-0
2-65-9-0	2-65-6A-0	2-66-25-0	2-66-55-3	2-74-4-0	2-75-4-0	2-75-33-0	2-75-54-0	5-82-31-0	5-83-96-0	5-83-127-0
2-65-11-0	2-66-1-0	2-66-26-0	2-66-55-4	2-74-5-0	2-75-5-0	2-75-34-0	2-75-55-0	5-82-117-A	5-83-97-0	5-83-128-0
2-65-12-0	2-66-2-0	2-66-27-0	2-67-1-0	2-74-6-0	2-75-6-0	2-75-35-0	2-75-56-0	5-82-117-B	5-83-98-0	5-83-129-0
2-65-13-0	2-66-3-0	2-66-28-0	2-67-2-0	2-74-7-0	2-75-7-0	2-75-36-0	5-74-146-0	5-82-246-0	5-83-99-0	5-83-131-0
2-65-14-0	2-65-48-0	2-66-29-0	2-67-14-0	2-74-8-0	2-75-8-0	2-75-37-0	5-82-1-0	5-82-249-0	5-83-100-0	5-83-132-0
2-65-15-0	2-65-50-0	2-66-30-0	2-67-15-0	2-74-9-0	2-75-9-0	2-75-38-0	5-82-2-0	5-82-251-0	5-83-101-0	5-83-133-0
2-65-16-0	2-65-6A-0	2-66-31-0	2-67-16-0	2-74-10-0	2-75-11-0	2-75-39-0	5-82-2A-0	5-83-72-0	5-83-102-0	5-83-135-0
2-65-17-0	2-66-1-0	2-66-32-0	2-67-16A-0	2-74-11-0	2-75-12-0	2-75-40-0	5-82-3-0	5-83-73-0	5-83-103-0	5-83-136-0
2-65-18-0	2-66-2-0	2-66-33-0	2-67-17-0	2-74-12-0	2-75-13-0	2-75-41-0	5-82-4-0	5-83-74-0	5-83-104-0	5-83-137-0
2-65-19-0	2-66-3-0	2-66-34-0	2-67-18-0	2-74-13-0	2-75-14-0	2-75-42-0	5-82-8-0	5-83-75-0	5-83-105-0	5-83-174-0
2-65-20-0	2-66-4-0	2-66-35-0	2-67-19-0	2-74-14-0	2-75-15-0	2-75-43-0	5-82-9-0	5-83-76-0	5-83-106-0	5-83-179-0
2-65-21-0	2-66-5-0	2-66-36-0	2-67-20-0	2-74-15-0	2-75-16-0	2-75-44-0	5-82-10-0	5-83-77-0	5-83-107-0	5-83-185-0
2-65-31-0	2-66-6-0	2-66-37-0	2-67-22-0	2-74-16-0	2-75-167-0	2-75-45-0	5-82-11-0	5-83-78-0	5-83-108-0	5-83-188-0
2-65-32-0	2-66-7-0	2-66-38-0	2-67-23-0	2-74-17-0	2-75-169-0	2-75-46-0	5-82-12-0	5-83-79-0	5-83-109-0	5-83-191-0
2-65-33-0	2-66-8-0	2-66-39-0	2-67-24-0	2-74-18-0	2-75-169-0	2-75-47-0	5-82-13-0	5-83-81-0	5-83-110-0	5-83-192-0
2-65-34-0	2-66-8A-0	2-66-40-0	2-67-25-0	2-74-19-0	2-75-170-0	2-75-48-0	5-82-18-0	5-83-82-0	5-83-111-0	5-83-193-0
2-65-35-0	2-66-9-0	2-66-41-0	2-67-26-0	2-74-20-0	2-75-173-0	2-75-49-0	5-82-19-0	5-83-83-0	5-83-112-0	5-83-201-0
2-65-36-0	2-66-10-0	2-66-42-0	2-67-27-0	2-74-21-0	2-75-174-0	2-75-50-0	5-82-20-0	5-83-84-0	5-83-113-0	
2-65-38-0	2-66-11-0	2-66-44-0	2-68-17-0	2-74-22-0	2-75-18-0	2-75-51-0	5-82-21-0	5-83-84A-0	5-83-114-0	
2-65-39-0	2-66-12-0	2-66-45-0	2-68-18-0	2-74-24-0	2-75-19-0	2-75-52-1	5-82-22-0	5-83-85-0	5-83-115-0	
2-65-40-0	2-66-13-0	2-66-46-0	2-68-19-0	2-74-26-0	2-75-20-0	2-75-52-2	5-82-26-A	5-83-86-0	5-83-116-0	
2-65-41-0	2-66-14-0	2-66-47-0	2-68-20-C	2-74-27-0	2-75-22-0	2-75-52-3	5-82-26-B	5-83-87-0	5-83-117-0	
2-65-42-0	2-66-15-0	2-66-48-0	2-68-20-D	2-74-28-0	2-75-23-0	2-75-52-4	5-82-26-C	5-83-88-0	5-83-118-0	





THE DETECTION OF PUBLIC CORRUPTIONS

8.B.1 Summary

Under CGS Chapter 130 Section 8-125(7), a Redevelopment Area is “deteriorated, deteriorating, substandard, or detrimental to the safety, health, morals or welfare of the community.” The statutes define “deteriorated” or “deteriorating” in terms of the number of buildings that are deficient or that have environmental deficiencies and lists a number of possible types of deficiencies. For the State of Connecticut, 20% of the buildings in the area must meet this definition, but not every building must meet every definition.

The CDBG Program has slightly different requirement. Under CFR 570.208(b)(1), the area must meet the requirements of the relevant state law and must also meet one of two additional criteria: either 25% of the buildings within the area must meet certain conditions, compatible with those in CGS Chapter 130, or the public infrastructure must be in a “general state of deterioration.”

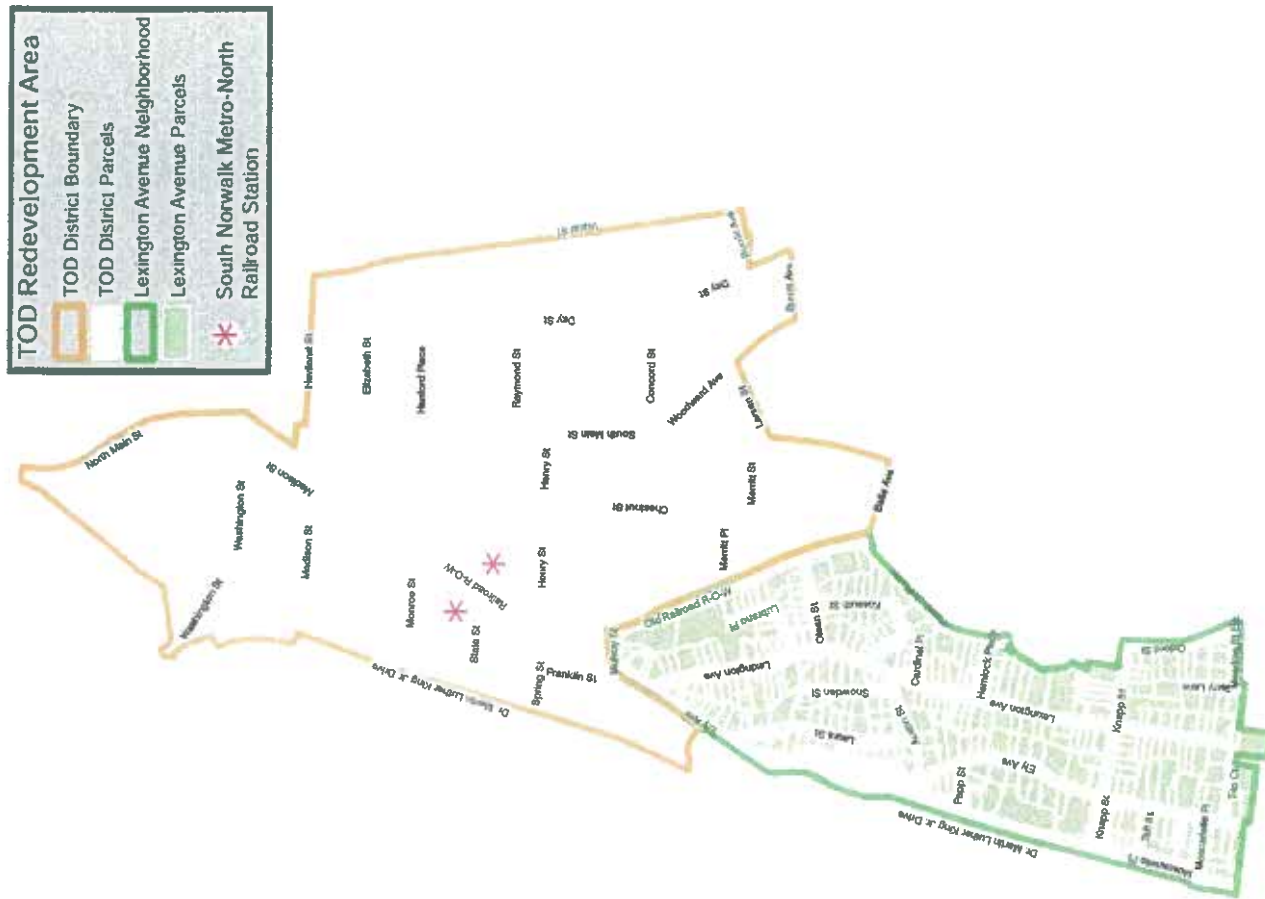
The proposed Redevelopment Area meets the requirements of both Chapter 130 Section 8-125 and CFR 570.208(b)(1). A memorandum from The Cecil Group to the Norwalk Redevelopment Agency, dated April 14, 2015, provides the analysis that supports this finding.

The total number of properties in the two subareas is 496; 373 parcels meet one or more of the criteria above. Thus 75% of the parcels within the Redevelopment Area meet both the state and federal criteria for deteriorated conditions and significantly exceed the 20% (for state) and 25% (for federal) thresholds.

The table below summarizes the number of properties and percentage of the total.

SUBAREA	TOTAL NUMBER OF PROPERTIES	NUMBER OF PROPERTIES MEETING ONE OR MORE CRITERIA	PERCENTAGE OF PROPERTIES MEETING ONE OR MORE CRITERIA	MEETS STATE?	MEETS FEDERAL?
TOD-District	209	161	77%	Y	Y
Lexington Avenue Neighborhood	287	212	74%	Y	Y
Total	496	373	75%	Y	Y

Proposed South Norwalk TOD Redevelopment Area



8.B.2 Methodology

Not every building or parcel must meet the conditions identified in CGS Chapter 130 Section 8-125(7) or of CFR 570.208(b)(1); the analysis in this report seeks to determine whether there is a preponderance of conditions throughout the area.

The table below contains a list of the regulatory definitions this analysis considers and the conditions that meet that meet those definitions.

REGULATORY REFERENCE	DESCRIPTION	CONDITIONS
Chapter 130 Section 8-125(7)(B)	Conditions from a defect that are not correctable by normal maintenance	Pre-1978 construction (probable lead paint)
		Brownfields
Chapter 130 Section 8-125(7)(M)	Other equally significant building deficiencies or environmental deficiencies	Flood Plain and potential for flood blight
CFR 570.208(b)(1)(ii)(A)(5)	Known or suspected environmental contamination	Pre-1978 construction (probable lead paint)
		Brownfields
		Flood Plain and potential for flood blight
Chapter 130 Section 8-125(7)(J)	Detrimental land uses or conditions, such as incompatible uses	Uses incompatible with residential uses

The following sections contain the relevant analysis and evidence for the conditions listed above. These sections are as follows: Environmental Contaminants, Incompatible Uses, and Flood Conditions.

Many of the buildings within the proposed Redevelopment Area are in poor condition or have significant deferred maintenance. A full building inventory is not included within this memorandum as it was not necessary to establish conditions of blight as sufficient other conditions exist that met the requirements at both the state and Federal levels. However, a selection of photographs documenting conditions in the area is provided throughout the report and in a section noting other relevant conditions at the end of the report.

SUSPECTED ENVIRONMENTAL CONTAMINANTS

Chapter 130 Section 8-125(7)(B): Conditions from a defect that are not correctable by normal maintenance

CFR 570.208(b)(1)(ii)(A)(5): Known or suspected environmental contamination

The existence of certain contaminants can be deduced from two different conditions: structures built prior to 1978, which are likely to contain lead paint, and brownfields which may have one or more environmental contaminants from previous uses. In both cases, normal maintenance for both buildings and sites are unlikely to address the presence of contaminants. Lead paint must be removed or encapsulated and environmental contaminants embedded in the soil must be treated or removed with specific procedures and materials. Homeowners and small businesses typically do not have the resources to implement these procedures and must either not address the problem or rely on grants or loans to cover the costs of remediation.

Lead paint is a significant hazard for young children who may absorb lead through playing in soil contaminated by exterior lead paint or ingest lead from chips or dust from deteriorating lead paint within their homes. Lead can also be

a hazard to adults if the lead paint is sanded or otherwise removed without adequate protective measures.

Brownfields may be contaminated with a number of different hazardous chemicals, depending on the previous use of the land. These materials, if not contained or treated, may leach into the local water supply, spill onto adjacent properties, or otherwise contaminate the area beyond the original lot. In flood-prone areas, such as parts of South Norwalk, untreated hazardous materials may spread beyond their original borders as a result of significant flooding.

Two diagrams below provide evidence for conditions that meet the requirements of CGS Chapter 130 Section 8-125(7)(B) and CFR 570.208(b)(1)(ii)(A)(5). The first diagram shows identified brownfields within the Redevelopment Area. The data for the brownfields comes from an inventory of brownfields completed by the Norwalk Redevelopment Agency in 2007. The second diagrams identifies structures built prior to 1978 and identifies those that have been subsequently updated within the proposed Redevelopment Area. The underlying data was provided by the City of Norwalk's GIS Department and includes data from the City Assessor's Office.



Figure 8.B.1: Contractor Yard Storage on Corner of Larsen Street and South Main Street



Figure 8.B.2: Pre-1978 Construction on the corner of Hanford Place and South Main Street

The summary table below shows the number of properties in the Redevelopment Area that meets these conditions and the percentage of the total number of properties within the district.

SUBAREA	PROPERTIES THAT MEET CONDITIONS	% OF TOTAL	MEETS STATE?	MEETS FEDERAL?
TOD-District	Pre-1978	58%	Y	Y
	Brownfields	15%	N	N
Lexington Avenue Neighborhood	Pre-1978	74%	Y	Y
	Brownfields	0%	N	N

Note that this analysis counts properties, not buildings. The City of Norwalk's GIS Department confirmed that the building data is in the process of being updated and the building data that were available are from 2009. A visual inspection and an examination of the available data confirms that in some cases, there are multiple buildings on a single site. The data above is a reasonable estimate of the existing conditions and probably undercounts the number of buildings affected.

Location of Brownfields within Proposed South Norwalk TOD Redevelopment Area

The Norwalk Redevelopment Agency identified the shaded sites in their 2007 Brownfield Inventory.

TOD-District



Lexington Avenue



Locations of Probable Lead within

Proposed South Norwalk TOD

Redevelopment Area

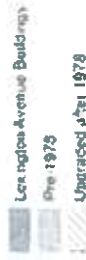
TOD-District



The shaded area represents a parcel whose principal building was constructed prior to 1978. Parcels that have been hatched in diagonal lines indicate properties that were updated after 1978. The City of Norwalk's Tax Assessor's Office provided the data for this indication.

Areas that are both shaded and hatched indicate an older building that has been upgraded. For the purpose of this analysis, the assumption is that these properties have addressed environmental conditions such as lead paint, and so they have not been counted in the totals in the table above. It is possible that this methodology may undercount the number of parcels whose structures have lead paint.

Lexington Avenue



INCOMPATIBLE USES

Chapter 130 Section 8-125(7)(I) Detrimental land uses or conditions, such as incompatible uses

Structures with a mix of uses are not necessarily incompatible – in fact, buildings that contain a mix of retail and/or office and residential are desirable for the proposed Redevelopment Area, especially within the TOD District. However, the spread of incompatible uses – such as contractor’s yards storing material and heavy equipment – into areas that are primarily residential can be a blighting factor on the health of a neighborhood and the ability to revitalize a struggling area.

Two subareas, the TOD District and the Lexington Avenue Neighborhood – have problems with incompatible uses. The maps on the next two pages indicate where probably incompatible uses abut residential uses. In the TOD District, the analysis considers land uses identified as industrial as incompatible with residential uses. In Lexington Avenue, the analysis considers both commercial and industrial uses that are putting pressure on the residential core both within the area and along its border.

Although the TOD District does not meet the required percentage standard, the cluster of contractor’s yards and other industrial uses in the southern part of the subarea is detrimental

to the goal of revitalizing the area, and the blighting influence of these uses should be noted and addressed.

SUBAREA		PROPERTIES THAT MEET CONDITIONS	% OF TOTAL	MEETS STATE?	MEETS FEDERAL?
TOD District	Adjacent to Incompatible Uses	25	12%	N	N
Lexington Avenue Neighborhood	Adjacent to Incompatible Uses	71	25%	Y	Y



Figure 8.B.3: Contractor's Yard on Corner of Chestnut and Merritt Streets



Figure 8.B.4: Commercial and Residential in Close Proximity on South Main Street above right and below right



Location of Incompatible Uses within Proposed South Norwalk TOD Redevelopment Area

The Redevelopment Area is a mixed-use area that includes residential, commercial, industrial, and buildings with a mix of uses – some appropriate and other not. Because this is a mixed-use area, commercial uses have not been included in this analysis and the focus is on the proximity of industrial uses to residential uses.

The southern part of the area includes a number of contractor's yards and older industrial buildings that about residential uses. Although the number of parcels does not meet the minimum percentages required by the legislation, the number of buildings may qualify as three sites have multiple buildings on a single parcel. In addition, the same parcel may be impacted by more than one adjacent use.

The incompatible uses may be undercounted in this area – some contractors yards are identified in the GIS data as commercial rather than industrial – one of these has been identified on this map. However, some parcels identified as industrial may be office.





Lexington Avenue is a densely settled residential area along a ridge to the south of the South Norwalk Metro-North Railroad Station. The northern tip is a mixed-use area that is zoned Neighborhood Business. Although Lexington Avenue is zoned for neighborhood business, it remains primarily residential.

The residential parcels that abut the mixed-use tip were not counted in this analysis but those next to the businesses on Olean Street and further south are. The neighborhood is slightly protected by the grade changes from the abutting industrial and commercial uses along the boundary, but the negative impact of these uses is beginning to encroach into the core of the neighborhood.



Figure 8.B.5. Contractor Storage on Kossuth Street

FLOOD CONDITIONS

Chapter 130 Section 8-125(7)(M): Other equally significant building deficiencies or environmental deficiencies
CFR 570.208(b)(1)(ii)(A)(5): Known or suspected environmental contamination

South Norwalk has experienced significant flooding during Superstorm Sandy and Hurricane Irene. The City of Norwalk's Department of Public Works (DPW) reports regular flooding by tide and normal storms on Water Street between Concord and Haviland Streets (about one-third of a mile). This section of Water Street is the boundary between the waterfront and the Redevelopment Area as shown on the diagram to the right. The DPW also noted that flooding may extend up Day Street (The corner of Day Street and Raymond Street is just under a quarter mile from the water.)

The Federal Emergency Management agency (FEMA) defines both Zone AE and Zone VE as "areas subject to inundation by the 1-percent annual-chance flood event."¹ The difference is that Zone VE has "additional hazards due

to storm-induced velocity wave action."² The 1-percent-annual-chance flood event is commonly known as the 100-year flood. Sixty-seven of the parcels in the Redevelopment Area are partially or fully within Flood Zone AE.

The table below summarizes the information on the accompanying diagrams.

	PROPERTIES THAT MEET CONDITIONS	% OF TOTAL	MEETS STATE?	MEETS FEDERAL?
Flood Zone AE	67	32%	Y	Y

¹ <https://www.fema.gov/floodplain-management/zone-ae-and-ve>, accessed March 20, 2015
² <https://www.fema.gov/floodplain-management/zone-ve-and-v1-30>, accessed March 20, 2015

Flood Zones within Proposed South Norwalk TOD Redevelopment Area



Figure 8.B.6: Flooding after 15 hours post landfall after Superstorm Sandy 2012, corner of Raymond and Watch Streets. Courtesy of the Norwalk Redevelopment Agency.

Flood-induced blight is a combination of physical damage from the force of wave and wind and longer-term damage from water-soaked materials and the spread of debris and hazardous materials. The pictures below show interior and exterior flood conditions after Superstorm Sandy in 2012. All photographs are courtesy of the Norwalk Redevelopment Agency; some were taken in support of applications for assistance in addressing storm-related damage.



Figure 8.B.7: Exterior and interior flooding conditions after Superstorm Sandy 2012. Courtesy of the Norwalk Redevelopment Agency.

Interior photos show damage to paint and the development of mold and as a result of flooding 15 hours post landfall. Exterior photos show flooding, debris fields, and wind damage from the storm.



Flood-induced blight takes significant time and resources to address, and the private market, especially homeowners and small business owners, may not have the resources to address the damage from a significant flood in a timely manner. Conditions such as mold or structural damage from wind and storm debris will cause additional problems if left untreated. The Norwalk Redevelopment Agency provided assistance to residents who applied for help. Conversations with a staff member indicated that the Redevelopment Agency continues to address damage from Superstorm Sandy in 2012, and that business owners generally relied on loans as they were not eligible for grants.

Conditions that contribute to regular flooding, such as the flooding along Water Street at Spring tides (full moon and high tide) and during normal storm levels, is not likely to be solved by private enterprise alone, and will require partnerships between property owners and the City.

OTHER FACTORS CONTRIBUTING TO DETERIORATING CONDITIONS

Building Condition

As noted above, this memorandum does not include a building inventory for the proposed Redevelopment Area. For CFR 570.208(b)(1)(ii)(A)(1), 25% of the buildings must show “physical deterioration of buildings or improvements” while CGS Chapter 130 8-125(7)(C) requires 20% of the buildings to show “extensive minor defects that collectively have a negative effect on the surrounding area.” An analysis of the number of buildings in poor condition as a percentage of the total number of buildings has not been done. Photographs of buildings that needed repair or had evidence of deferred maintenance taken on a site walk on March 2, 2015 are shown to the right.



Figure 8.B.8: Lexington Avenue



Figure 8.B.9: Corner of Concord and South Main



Figure 8.B.10: Corner of Concord and Day

Overcrowding and Density

C.G.S. Chapter 130-8-125(7)(F) requires that 20% of the buildings show “overcrowding or improper location of structures on land” and C.G.S. Chapter 130-8-125(7)(G) refers to “excessive density of dwelling units.”

The development at the Lexington Avenue Neighborhood followed the existing ledge and ridges. The result has been buildings clustered together along the ridges and slopes between the ridges. The topography partly protects this residential neighborhood from the industrial uses that abut it, but also created a more densely developed area than the surrounding areas.

The diagram indicates the density of development in these two subareas, especially when compared to the neighboring TOD District.



Figure 8.B.11: Retaining Wall on Kossuth Street



B.C. MARKET CONDITIONS AND REDEFINITION FEASIBILITY

8.C.1 Social, Economic, and Business Profiles of the South Norwalk TOD District

FXM Associates has prepared basic demographic and business profiles of the IOD District and the Lexington Avenue Neighborhood in order to establish the existing context for the proposed redevelopment. This information supplements the economic information contained in The Cecil Group's *TOD Strategy* completed in 2011.

For collection of these baseline data, FXM relies on The Nielsen Company's Claritas Site Reports, which are based on US Census Data and which enable the isolation of data in the area. It then becomes possible to compare the socioeconomic conditions in the IOD District and the Lexington Avenue Neighborhood to the surrounding City of Norwalk and Fairfield County.

SOCIAL AND ECONOMIC CHARACTERISTICS

Table 8C.1-1 presents the socioeconomic profiles of the IOD District, the Lexington Avenue Neighborhood, the City of Norwalk, and Fairfield County. With a 2015 population estimated at about 2,360, the IOD District represents about 2.6% of Norwalk's total population. The Lexington Avenue Neighborhood is less than 2% of the City's total population.

Although the Lexington Avenue Neighborhood grew significantly more than the other three areas between 2010 and 2015, the IOD District is projected to grow faster than the other three areas over the next five years.

The population of South Norwalk is considerably more diverse than that of Norwalk or Fairfield County. Less than half the population of the IOD District identifies as white and approximately 22% as African American. About 40% of the population is Hispanic or Latino. The percentage of people identifying as Hispanic

or Latino in the Lexington Avenue Neighborhood is over 73%, although those identifying as African American is similar to the IOD District at 24%. In contrast, 66% of the City and 73% of the County identify as white, while those identifying as African American are 14% and 11%, respectively. In Norwalk, 27.7% are Hispanic or Latino; in Fairfield County, 18.9%.

Table 8.C.1-1 Selected Socioeconomic Characteristics of the Population

Table 1
Selected Socioeconomic Characteristics of the Population
South Norwalk TOD Redevelopment Area, the City of Norwalk, and Fairfield County

	TOD District		Lexington Avenue Neighborhood		City of Norwalk		Fairfield County	
Population								
2000 Census	2,134		1,379		82,568		882,567	
2010 Census	2,211		1,518		85,255		916,829	
2015 Estimate	2,361		1,573		87,915		949,354	
2020 Projection	2,487		1,619		90,093		976,420	
Growth 2000-2010	3.6%		10.1%		3.3%		3.9%	
Growth 2010-2015	6.8%		3.6%		3.1%		3.5%	
Growth 2015-2020	5.3%		2.9%		2.5%		2.9%	
2015 Est. Median Age	34.5		31.0		39.4		40.0	
2015 Est. Average Age	36.1		32.0		39.3		39.5	
2015 Est. Population by Single Race Class	Persons	% of Total			Persons	% of Total	Persons	% of Total
White alone	1,085	46.0%	344	21.9%	58,237	66.2%	690,035	73.3%
Black or African American Alone	522	22.1%	380	24.2%	12,172	13.8%	105,892	11.1%
American Indian/Alaska Native	7	0.3%	21	1.4%	376	0.4%	2,752	0.3%
Asian Alone	87	3.7%	4	0.3%	4,906	5.6%	50,822	5.1%
Native Hawaiian/Other Pacific Islander	5	0.2%	0	0.0%	65	0.1%	516	0.1%
Some other Race Alone	589	25.0%	785	49.9%	9,479	10.8%	71,327	8.0%
Two or More Races	65	2.8%	38	2.4%	2,680	3.0%	28,010	2.9%
2015 Est. Population Hispanic or Latino								
Not Hispanic or Latino	1,401	59.3%	411	26.1%	63,602	72.3%	770,326	81.1%
Hispanic or Latino	960	40.7%	1,162	73.9%	24,313	27.7%	179,028	18.9%
2015 Estimated Workers Age 16+ by Travel Time to Work								
Less than 15 Minutes	188		155		12,052		119,766	
15 - 29 Minutes	544		280		18,150		152,371	
30 - 44 Minutes	285		158		7,876		72,982	
45 - 59 Minutes	36		35		2,101		30,421	
60 or more Minutes	85		92		4,064		57,916	
2015 Estimated Avg. Travel Time to Work in Minutes								
	28		26		27		31	

Source: The Nielsen Company, Caritas Site Reports, 2015 estimates; U.S. Census; and FYM Associates

The residents of the TOD District spend slightly more getting to work than residents of the City and slightly less than residents of the County. The residents of Lexington Avenue have the shortest commute.

Table 8.C.1-2 provides selected data on households in the TOD District and the Lexington Avenue Neighborhood compared to the City of Norwalk and Fairfield County. A growth pattern similar to that of the population pertains to households: comparable estimated and projected growth rates across the three areas, but with a substantially higher growth rate for the TOD District over five years from 2010 to 2015.

Also evident from Table 8.C.1-2 is the fact that incomes in the TOD District are considerably lower than they are in the City of Norwalk and in Fairfield County. The proportion of households with incomes under \$15,000 in the TOD District is almost double that of Norwalk and more than double that of Fairfield County. The average and median incomes in the Lexington Avenue Neighborhood are even lower.

More people rent than own in the TOD District, while the reverse is true in the City and County. Lengths of residence by tenure are slightly lower in the TOD District. The tenure of owner-occupiers in the Lexington Avenue Neighborhood is higher than the others.

Table 8.C.1-2 Selected Socioeconomic Characteristics of Households
South Norwalk TOD Redevelopment Area, the City of Norwalk, and Fairfield County

Households (HH)	TOD District	Lexington Avenue Neighborhood	City of Norwalk	Fairfield County
2000 Census	855	391	32,539	374,234
2010 Census	976	418	33,060	335,545
2015 Estimate	1,058	427	34,028	346,940
2020 Projection	1,124	436	34,831	356,460
Growth 2000-2010	14.1%	6.7%	1.6%	3.5%
Growth 2010-2015	8.4%	2.3%	2.9%	3.4%
Growth 2015-2020	6.2%	2.1%	2.4%	2.7%
2015 Est. Households by HH Income	HH % of Total	HH % of Total	HH % of Total	HH % of Total
Income < \$15,000	222 21.0%	77 18.0%	3,759 10.6%	30,994 8.9%
Income \$15,000 - \$24,999	83 8.4%	41 9.6%	2,010 6.3%	25,057 7.2%
Income \$25,000 - \$34,999	97 9.1%	66 15.3%	2,411 7.1%	24,079 6.9%
Income \$35,000 - \$49,999	134 12.7%	68 15.9%	3,840 12.6%	32,920 9.5%
Income \$50,000 - \$74,999	146 13.8%	47 10.9%	5,411 15.3%	51,244 14.8%
Income \$75,000 - \$99,999	126 11.9%	53 12.4%	4,215 11.6%	38,441 11.1%
Income \$100,000 - \$124,999	95 9.0%	44 10.2%	3,344 9.6%	32,252 9.3%
Income \$125,000 - \$149,999	59 5.5%	14 3.3%	2,177 6.6%	24,665 7.1%
Income \$150,000 - \$199,999	47 4.5%	13 3.1%	2,538 7.8%	20,198 6.4%
Income \$200,000 - \$249,999	20 1.9%	3 0.6%	1,167 3.0%	13,256 3.8%
Income \$250,000 - \$499,999	20 1.8%	2 0.6%	1,908 5.0%	21,197 5.7%
Income \$500,000+	4 0.4%	0 0.1%	946 2.5%	19,683 5.7%
Total Households	1,058 100%	428 100%	34,028 100%	346,940 100%
2015 Est. Average HH Income	\$68,183	\$57,126	\$104,437	\$174,109
2015 Est. Median HH Income	\$48,592	\$41,682	\$73,065	\$89,948
2015 Estimate Tenure of Occupied Housing Units	Units % of Total	Units % of Total	Units % of Total	Units % of Total
Owner Occupied	258 24%	139 32%	21,237 62%	237,556 68%
Renter Occupied	800 76%	288 68%	12,796 38%	109,384 32%
Avg Length of Residence [in years]				
Owner Occupied	16.1	21.3	18.1	17.7
Renter Occupied	7.5	7.6	8.1	8.3

Source: The Nielsen Company, Claritas Site Reports, 2015 estimates; U.S. Census; and FIM Associates

BUSINESS CHARACTERISTICS

The **Redevelopment Area** contains 3% of the City of Norwalk's businesses, 3% of its employees, and 4% of its annual sales. The TOD District has a significantly larger share of employment in the following industries:

- Public Administration (23%)
- Transportation and Warehousing (16%)
- Construction (12%)

public administration, and **seven** are **retail businesses**. The number of establishments, employees, and business sales of all industries in the **TOD District** and the **Lexington Avenue Neighborhood** are compared to the **City of Norwalk** and **Fairfield County** in Table 8.C.1-3 below.

The **Lexington Avenue Neighborhood** has **few businesses**. Of the **42 businesses**, six are **construction firms**, **seven** are **other services** (not

Table 8.C.1-3 Business Profiles Comparison

NAICS Business Type	TOD District			Lexington Avenue Neighborhood			City of Norwalk			Fairfield County			Total Redevelopment Area as % of City of Norwalk		
	Number of Establishments	Employees	Annual Sales (\$ millions)	Number of Establishments	Employees	Annual Sales (\$ millions)	Number of Establishments	Employees	Annual Sales (\$ millions)	Number of Establishments	Employees	Annual Sales (\$ millions)	Number of Establishments	Employees	Annual Sales (\$ millions)
11 Agriculture, Forestry, Fishing, and Hunting	0	0	0	0	0	0	7	94	17.1	74	698	71.6	0%	0%	0%
21 Mining, Quarrying, and Oil and Gas Extraction	0	0	0	0	0	0	5	218	194.1	36	498	252.4	0%	0%	0%
22 Utilities	2	14	3.7	0	0	0	13	296	284.7	74	1,627	1,519.0	15%	5%	1%
23 Construction	17	406	72.4	6	33	14.5	741	4,045	1,207.4	5,706	30,950	9,377.9	3%	11%	7%
31-33 Manufacturing	12	139	17.6	4	18	3.9	221	7,706	1,564.4	1,542	49,476	7,942.6	7%	2%	1%
42 Wholesale Trade	9	106	356.9	1	3	5.6	213	4,219	4,984.9	1,524	29,950	62,645.8	5%	3%	7%
44-45 Retail Trade	27	104	23.7	7	22	5.7	879	8,832	2,249.5	6,938	73,347	19,922.0	4%	1%	0%
441 Motor Vehicle and Parts Dealers	1	5	2.2	0	0	0	69	672	297.0	534	7,975	5,007.8	1%	1%	0%
442 Furniture and Home Furnishings Stores	0	0	0	0	0	0	58	707	145.0	446	4,619	852.1	0%	0%	0%
443 Electronics and Appliance Stores	3	9	2.5	0	0	0	97	879	222.1	627	5,310	1,364.3	3%	1%	1%
444 Building Material and Garden Equipment and Supplies	1	4	1.3	1	1	0.7	76	618	197.3	567	5,299	1,550.9	3%	1%	1%
445 Food and Beverage Stores	9	29	8.3	5	17	4.3	97	2,131	402.9	911	16,902	4,057.1	14%	2%	3%
446 Health and Personal Care Stores	2	30	4.6	0	0	0	71	517	137.8	482	6,649	1,258.7	3%	0%	3%
447 Gasoline Stations	1	0	0	0	0	0	27	96	65.0	291	1,283	888.8	4%	0%	0%
448 Clothing and Accessories Stores	4	10	1.6	0	0	0	102	658	101.3	1,041	8,154	1,250.1	7%	1%	1%
451 Sporting Goods, Hobby, Musical Instrument, Book Stores	1	4	0.6	0	0	0	63	649	112.0	475	3,458	595.2	2%	2%	2%
452 General Merchandise Stores	0	0	0	0	0	0	31	900	208.3	276	6,512	1,502.8	0%	0%	0%
453 Miscellaneous Store Retailers	5	13	2.7	1	3	0.7	167	808	235.9	1,119	4,906	887.4	4%	2%	1%
454 Nonstore Retailers	0	0	0	0	0	0	21	197	126.6	169	2,080	726.8	0%	0%	1%
48-49 Transportation and Warehousing	6	365	50.0	1	3	0.4	106	2,321	178.7	840	13,078	1,053.3	7%	16%	3%
51 Information**	14	106	30.8	1	4	0.8	181	2,251	676.0	1,058	17,012	4,352.0	8%	5%	5%
52 Finance and Insurance**	12	26	8.2	1	0	0	181	2,251	676.0	4,112	40,966	14,391.2	7%	1%	1%
53 Real Estate and Rental and Leasing**	6	20	5.4	0	0	0	335	2,583	544.6	2,670	23,055	5,063.5	2%	1%	1%
54 Professional, Scientific, and Technical Services**	13	77	14.0	2	26	0	987	7,456	1,119.5	7,648	46,563	8,510.7	7%	1%	1%
55 Management of Companies and Enterprises**	0	0	0	0	0	0	15	62	56.1	81	1,427	309.7	0%	0%	0%
56 Admin and Support and Waste Mgmt and Remediation Services**	4	13	3.9	5	21	3.7	472	4,100	823.8	3,275	26,620	5,137.7	2%	1%	1%
61 Educational Services	3	95	0.2	0	0	0	139	3,893	28.7	1,260	36,740	126.6	2%	2%	1%
62 Healthcare and Social Assistance	20	141	8.5	3	17	1.1	1,324	10,913	1,475.7	10,025	86,261	8,215.7	2%	2%	1%
71 Arts, Entertainment, and Recreation	2	2	0.3	0	0	0	128	1,471	82.5	937	10,066	711.2	2%	0%	0%
72 Accommodation and Food Services	14	131	9.7	4	14	1.0	403	4,106	318.7	3,124	39,009	2,698.3	7%	4%	3%
81 Other Services (except Public Administration)	22	131	6.3	7	30	1.0	683	3,735	165.7	5,479	31,267	1,344.7	4%	4%	4%
92 Public Administration	13	424	0	0	0	0	140	2,031	0	1,327	21,978	0	9%	21%	ROW/OI
Total	206	2,300	587	41	201	37.7	7,178	72,253	16,668	57,779	580,608	153,646	5%	5%	4%

** Office-using sectors
Sources: The Nielsen Company, Claritas Site Reports 2015 and PIM Associates

8.C.2 Market Conditions and Redevelopment Feasibility

– Rental Housing Market Demand Trends

The market for rental housing in the South Norwalk market area (defined as the area within a 20-minute drive time of South Norwalk) presents another potential growth sector for consideration in the planning process. FXM's Housing Demand Model projects over the next five years the average annual demand for rental housing by age, income group, and affordable rental rates. The Housing Demand Model enables planners and developers to target types of rental units, in terms of cost and size and amenities, to various age groups of potential renters. For example, younger age groups tend to be more likely to rent than older householders, but they also tend to have lower incomes, increasing demand for lower priced units.

Figure 8.C.2-1 shows the area defined by 10-, 20-, and 30-minute drive times from South



Figure 8.C.2-1 South Norwalk TOD Redevelopment Area 10-, 20-, and 30-minute Drive Times

Norwalk. The red line in the middle income passes the 20-minute drive time used in this analysis.

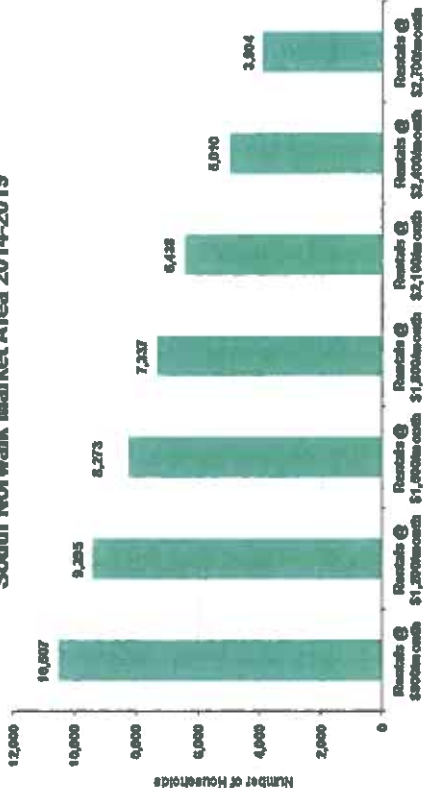
Figure 8.C.2-2 shows the average annual demand for all rentals by all age groups in the South Norwalk Market Area, taking into consideration affordability, propensity to move in any given year, and propensity to rent.

For example, according to Figure 8.C.2-2, of the total number of households expected to move to rental housing each year within the 20-minute market area, 10,507 households, approximately 7,300 would be able to afford monthly rents up to \$1,800. Based on South Norwalk's current share of rental housing in the market area, an estimated 105 households able to afford up to \$1,800 a month rent might be absorbed by ad-

ditional rental development in South Norwalk each year. Table 8.C.2-1 presents these estimates for each of the rental points shown in Figure 8.C.2-2. (Note that the figures in the demand columns are not additive. They are cumulative, with the "Rentals @ \$900" figure representing total estimated average annual demand in both Figure 8.C.2-2 and Table 8.C.2-1.)

Figure 8.C.2-2

Average Annual Demand For Rentals: All Age Groups
South Norwalk Market Area 2014-2019



SOURCE: FXM ASSOCIATES, HOUSING DEMAND MODEL, JUNE 2015

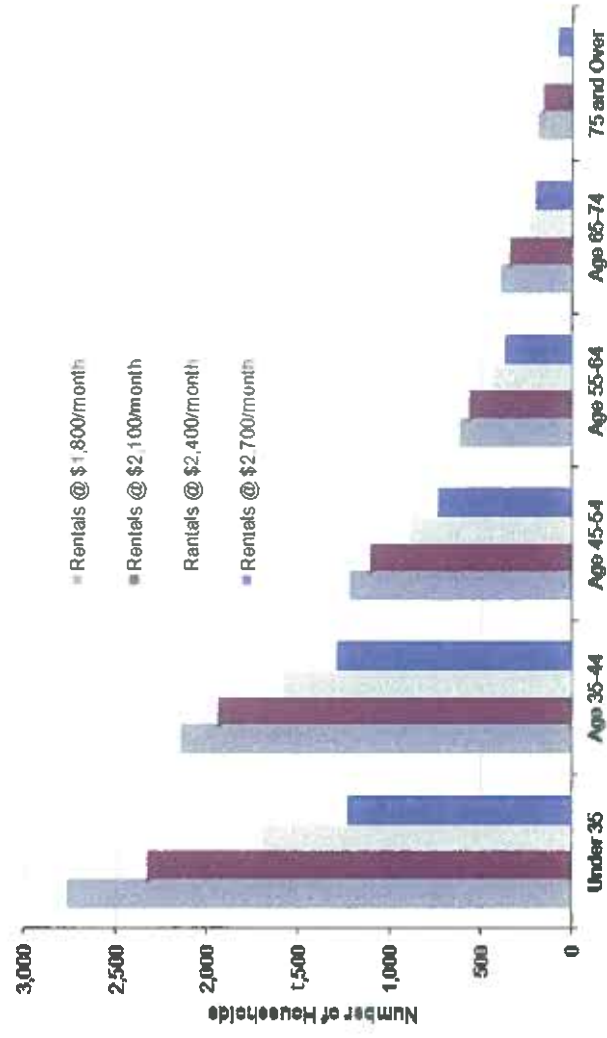
Table 8.C.2-1 Comparison of Estimated Annual Demand

Estimated Average Annual Demand in Market Area	Estimated Average Annual Demand in South Norwalk
Rentals @ \$900	10,507
Rentals @ \$1,200	9,395
Rentals @ \$1,500	8,273
Rentals @ \$1,800	7,337
Rentals @ \$2,100	6,438
Rentals @ \$2,400	5,010
Rentals @ \$2,700	3,904
	150
	135
	120
	105
	90
	70
	55

SOURCE: FXM ASSOCIATES, HOUSING DEMAND MODEL, JUNE 2015

Figure 8.C.2-3

**Average Annual Demand for Selected Monthly Rents by Age Group
South Norwalk Market Area, 2014 - 2019**



SOURCE: FXM ASSOCIATES, HOUSING DEMAND MODEL, JUNE 2015

The information in Figure 8.C.2-2 can be further broken down into age groups, since rental housing developments often seek to attract households such as retirees and young singles. Figure 8.C.2-3 presents this data.

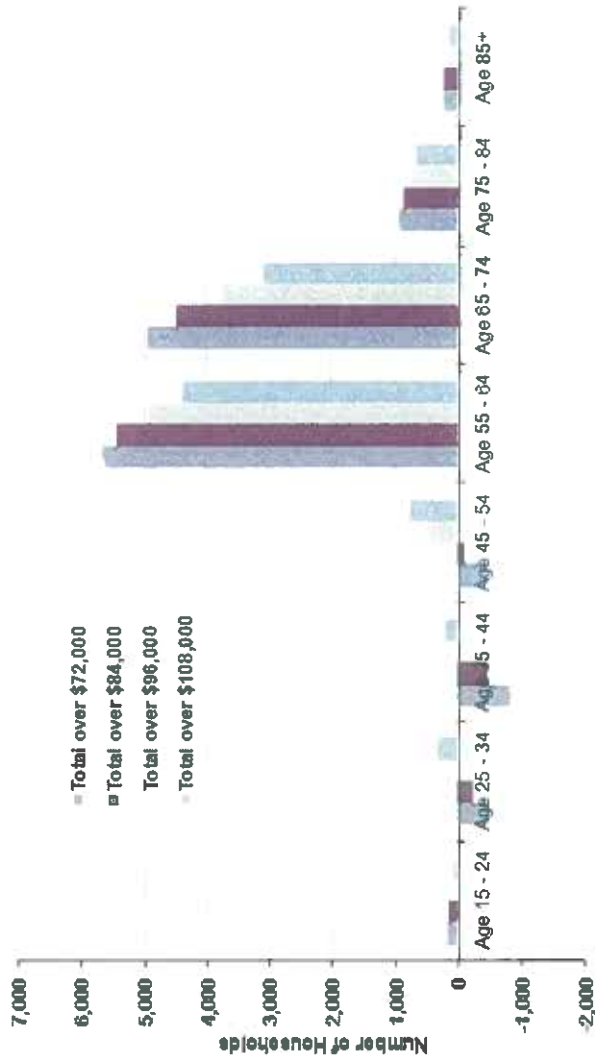
The graph reflects the greater propensity of younger households to rent compared to older households, as well as the sensitivity of levels of demand to varying rental prices.

Figure 8.C.2-4 shows another dimension to the estimation of future rental demand: the changes projected over the next five years in numbers of households by age and income.

Particularly striking is the projection of changes in age cohorts in the market area over the next five years: by far the greatest gains across all four income categories is estimated to be in the age 55 to 74 cohorts, while the age categories 25 to 34, 35 to 44, and 45 to 54 would actually lose households in the lower categories of income selected above. Also noteworthy is the indication that households in the income categories over

Figure 8.C.2-4

Change in Number of Households by Age and Income South Norwalk Market Area, 2014-2019



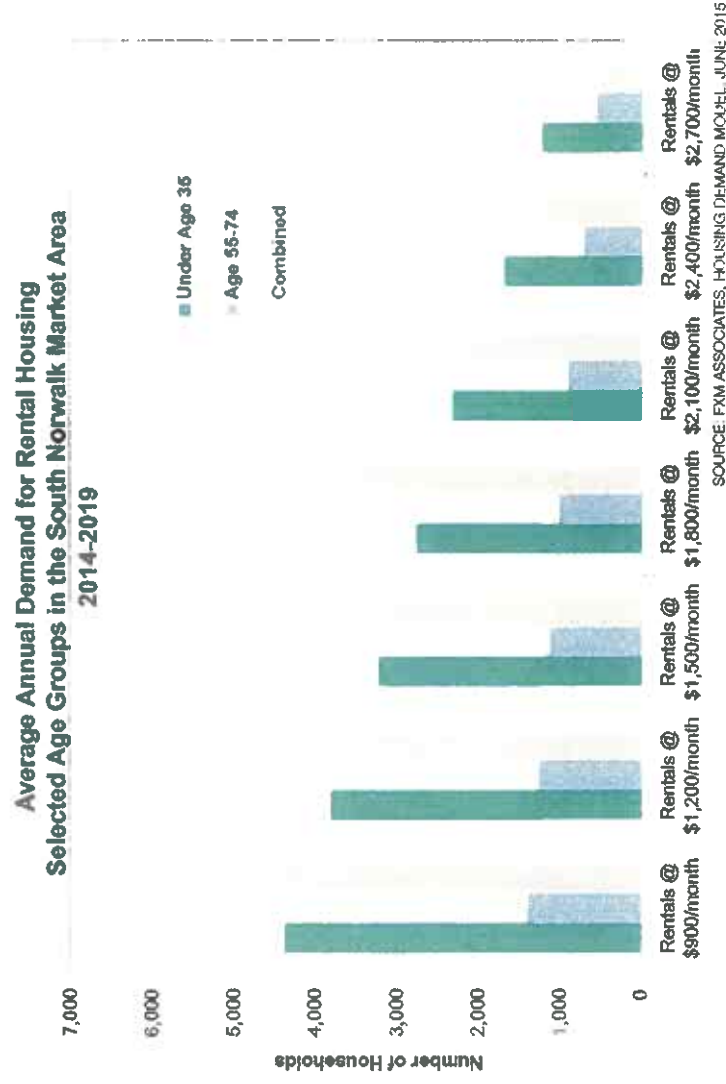
SOURCE: FXM ASSOCIATES, HOUSING DEMAND MODEL, JUNE 2015

\$96,000 and over \$108,000 never lose their relative share of the population, although their numbers are very small in the under 55 and over 85 age ranges.

A number of developers in recent years have targeted rental units, especially within urbanized areas, to households under age 35 and age 55 to 74, who actually mix well within the same developments. Both groups show a higher propensity to live within walking distance of retail stores, restaurants, and transit if possible. The households under age 35 are more mobile on average and more likely to rent so they comprise a relatively large share of potential demand. As shown by the data in Figure 8.C.2-4 above, the baby boom generation households are growing in number within the 55 and older age categories, and these households have shown an increasing propensity to rent in recent years as they become empty nesters and sell their single family homes for smaller, more manageable units. Others want to cash in on the equity of their former dwellings because they need liquid income in the absence of the pensions enjoyed

by prior generations of retirees. Many also continue to work part time. Data in Figure 8.C.2-5 show the average annual demand by selected rental rates for the under 35 and 55 to 74 year old householders, and their combined demand.

Figure 8.C.2-5



PRICES OF CURRENTLY AVAILABLE RENTALS

A review of prices for available rentals in Norwalk shows prices somewhat above the range of the rents estimated to be affordable by the Housing Demand Model. FXM examined apartment listings available on June 8 in the city of Norwalk as shown by three different sources. Most of these were in apartment or condo complexes; houses for rent and units in identifiable smaller homes were not included in this sample. For listings undifferentiated by size, the average low is \$1,300 a month and the average high was \$4,353; however the latter was skewed by three-bedroom units, which were few in number. More useful is the following breakdown of average rents by number of units and average square footage, the great majority of which are 1- and 2-bedroom units.

Table 8.C.2-2 Average Monthly Rents in Norwalk, June 2015:

Studio	\$1,600	600 sq. ft.
1-bedroom	\$1,600	657 sq. ft.
2-bedroom	\$2,400	974 sq. ft.
3-bedroom	\$3,300	1,580 sq. ft.

SOURCE: ZILLOW.COM, TRILIA.COM, RENTCLOCK, AND FXM ASSOCIATES

A comparison of the above averages to the affordability data shown in Figure 8.C.2-2, broadly demonstrates that over half the demand for rental units in the South Norwalk market area is for units priced below those currently available in Norwalk.

In addition to the above analyses, FXM examined other market analyses for rental projects in South Norwalk as well as actual leasing experience. Based on comparable projects elsewhere in Norwalk, actual and projected absorption rates ranged from 8 to 20 units a month. FXM's estimates of 9 (at \$1,800 rent) to 11 (at \$1,200 rent) units a month (see Table 8.C.2-1) are therefore somewhat conservative, but within the range of actual recent absorption experience.

8.C.3 Market Conditions and Redevelopment Feasibility – Retail Opportunity/Gap Analysis

RETAIL GAP

A Retail Opportunity/Gap analysis is a tool used by virtually all major retailers and chain restaurants to gauge market demand and competition within a specified geographic area. It represents a snapshot of the current expenditures of consumers within a geographic area and actual retail store sales matching those expenditures within the same geographic area. The results of a retail gap analysis are used by shopping center developers and economic development professionals to attract tenants and business investors, often with great success, in FXM's experience.

The retail opportunity, or gap, analysis shows the potential demand for various types of retail development within a defined market area by comparing estimated household expenditures

in a range of retail store categories with actual sales by stores in those categories. Where expenditures by households in the market area exceed sales, a gap or opportunity exists for stores within the market area to "capture" more of those household expenditures. This loss of potential sales is also called "leakage." Conversely, where market area household expenditures are less than actual sales in particular retail categories, stores in the market area already attract consumer dollars from outside the market area and opportunities for additional retail development may be more limited. The retail gap analysis is a snapshot of current opportunities for retailers to newly locate or expand facilities based on a well-established empirical fact that people will purchase goods within the shortest available walking or drive time from where they live.

Retailers typically define market areas in terms of drive times, with a 15-minute drive time considered the maximum outside market area definition for all but the largest stores and store types and well-established restaurants. Market support within a 5-minute drive time is con-

sidered the outside drive-time reach of smaller retailers, such as neighborhood-oriented convenience stores, newsstands, and non-franchise limited-service and take out eating establishments. Support within a 10-minute drive time is considered essential for most medium sized stores and restaurants, such as those typically located in strip malls and other types of community centers. Many of the specialty inner chandisers, coffee shops, eating and drinking establishments in older downtown areas rely on customers within a 10-minute drive time as well as daytime workers within walking distance. If a specific category of retail sales opportunity were shown for a 5-minute drive-time market area and also held up at the 10-minute and 15-minute market areas then most retailers will consider market conditions especially favorable – from a demand standpoint – to locating a store within that market area.

In the case of South Norwalk, FXM applied these drive times to a data base of consumer expenditures and retail activity and then analyzed the results to compile a table of likely retail op-

portunities which could be addressed in South Norwalk, either by new businesses or expansion of existing ones in the promising categories. Figure 8.C.3-1 shows the market areas defined by the 5-, 10-, and 15-minute drive times.



Figure 8.C.3-1 South Norwalk TOD Redevelopment Area 5-, 10-, and 15-minute Drive Times

The opportunities shown in Table 8.C.3-1 are hypothetical in that they represent FXM's judgment of how much of the gap by store type shown in the Site Reports data within each of the drive time- and distance-defined market areas might be capturable within South Norwalk. As noted above, the retail gap is a snapshot of current (2014) market conditions, and the types of stores and magnitude of these opportunities can and will change over time. The retail gap analysis is most useful as a recruiting tool for prospective developers or particular store types. In FXM's analysis, the identified dollar sales volume opportunity, supportable square footage (based on median sales per square foot for the selected store types), and number of stores (based on median store sizes for the selected store types) are in all instances conservative. Table 8.C.3-1 summarizes these results.

The data on sales per square foot, which is used to derive the potentially supportable square feet, and on number of square feet per store come from a variety of industry sources and other FXM project data.

Table 8.C.3-1 Selected Potential Retail Development Opportunities for South Norwalk Based on 2014 Retail Gap

Store Type and NAICS	Selected Sales Opportunity/Gap	Potentially Supportable		Estimated Capturable	# Stores
		\$	Square Feet		
Hardware Stores-44413	5,439,780		26,490	15,000	1
Nursery and Garden Centers-44422	6,545,821		28,082	12,000	2
Convenience Stores-44512**	7,847,923		17,299	7,500	3
Specialty Food Stores-4452	26,366,904		42,681	10,000	3
Beer, Wine and Liquor Stores-4453	23,755,872		70,854	6,000	2
Cosmetics, Beauty Supplies, Perfume Stores-44612	1,630,593		3,872	3,000	1
Other Health and Personal Care Stores-44619	5,326,515		10,623	4,000	2
Jewelry Stores-44831	8,246,817		13,582	3,500	2
Luggage and Leather Goods Stores-44832	4,688,373		15,050	6,000	2
Sporting Goods Stores-45111	7,662,570		27,382	14,000	2
Hobby, Toys and Games Stores-45112	4,238,100		18,667	9,000	2
Musical Instrument and Supplies Stores-45114	10,772,742		42,506	10,000	2
Gift, Novelty and Souvenir Stores-45322	12,495,488		65,285	20,000	4
Limited-Service Eating Places-7222	17,366,006		50,796	20,000	10
	142,383,504		433,168	140,000	38

SOURCE: A.C. NIELSEN SITE REPORTS, OTHER SOURCES, AND FXM ASSOCIATES

As is apparent from the size of the retail gap, a significant amount of retail spending by South Norwalk households at the types of stores shown in Table 8.C.3-1 is taking place outside the neighborhood. The estimates above show the total opportunity gap for new retail activity, whether new stores or expansions of existing, that might be captured by South Norwalk businesses instead of businesses outside the area where the expenditures of local residents are now being made.

Data in Tables 8.C.3-2, 8.C.3-3, and 8.C.3-4 present the source data used for the refined analysis of the sales opportunities presented in Table 8.C.3-1. Numbers shown in red with parentheses – for example (4,000,000) – indicate that sales in that store type exceed the demand of consumers living within the respective 5, 10, and 15 minute drive times. This means that for particular establishment types – for example full-service restaurants (NAICS 7221) within 5, 10, and 15 minute drive times as shown in Tables 8.C.3-2, 8.C.3-3, and 8.C.3-4 – consumers living outside the drive time areas are

frequenting those establishments. They are destinations serving a broader market area. In the case of restaurants especially, as a destination for customers living outside the local area there may be additional opportunities not dependent upon the retail gap based only on the incomes and spending of local residents. A retail gap analysis shows prospective developers and retail businesses where the competition is light or non-existent, but it is not meant to rule out further development of established destination “clusters” such as restaurants or other store types (auto sales and repair, discount merchandisers, art dealers, and so forth) favorably located in a certain geographic area.

Table 2 2014 Retail Opportunity Gap – 5-minute Drive Time

Retail Stores	2014 Demand (Consumer Expenditures)	2014 Supply (Retail Sales)	Opportunity Gap/Shortage
Total Retail Sales and Drinking Places	792,007,355	777,678,135	\$ 14,329,120
Motor Vehicle and Parts Dealers-441	139,182,844	88,366,698	50,816,146
Other Motor Vehicle Dealers-442	118,389,465	29,601,089	88,788,376
Automotive Parts/Accs/Tire Stores-443	11,248,303	11,821,528	(573,115)
Furniture and Home Furnishings Stores-442	16,540,435	29,909,691	(13,369,257)
Furniture Stores-4421	8,999,672	9,167,508	(167,837)
Home Furnishings Stores-4422	7,540,764	20,742,183	(13,201,419)
Electronics and Appliance Stores-443	15,372,872	27,887,430	(12,514,558)
Appliances, TVs, Electronics Stores-44311	11,130,326	24,367,902	(13,237,576)
Household Appliances Stores-443111	1,958,894	5,549,626	(3,589,732)
Radio, Television, Electronics Stores-44312	9,171,432	18,828,276	(9,656,844)
Computer and Software Stores-44312	3,785,190	3,519,529	265,661
Camera and Photographic Equipment Stores-44313	457,355	0	457,355
Building Material and Garden Equip Stores-444	78,394,504	188,152,253	(109,757,749)
Building Material and Supply Dealers-4441	67,574,083	186,710,007	(119,135,924)
Home Centers-44411	27,864,102	70,238,979	(42,374,877)
Paint and Wallpaper Stores-44412	1,081,123	2,405,834	(1,324,711)
Hardware Stores-44413	7,047,956	4,283,800	2,764,156
Other Building Materials Dealers-44419	31,570,902	109,781,395	(78,210,493)
Building Materials, Lumberyards-444191	11,963,265	41,084,016	(29,120,751)
Lawn, Garden Equipment, Supplies Stores-4442	10,820,421	1,442,246	9,378,175
Outdoor Power Equipment Stores-44421	8,257,158	690,458	7,566,700
Beer, Wine and Liquor Stores-445	3,564,970	10,722,403	(7,157,433)
Food and Beverage Stores-445	99,837,503	58,816,944	41,020,559
Grocery Stores-4451	66,052,955	47,404,083	18,648,872
Supermarkets, Grocery (Ex Conv) Stores-44511	61,833,477	46,333,904	15,499,573
Convenience Stores-44512	4,219,478	1,070,179	3,149,299
Specialty Food Stores-4451	8,257,158	690,458	7,566,700
Health and Personal Care Stores-446	38,641,429	53,172,724	(14,531,295)
Pharmacies and Drug Stores-4461	30,536,444	47,661,728	(17,125,284)
Cosmetics, Beauty Supplies, Furniture Stores-44612	1,669,032	1,038,439	630,593
Optical Goods Stores-44613	1,965,479	1,642,624	322,855
Other Health and Personal Care Stores-44619	3,470,474	2,829,933	640,541
Gasoline Stations-447	75,552,076	25,765,079	49,786,997
Gasoline Stations With Conv Stores-44711	55,141,999	14,500,978	40,640,971
Other Gasoline Stations-44719	20,410,076	11,255,101	9,154,975
Clothing and Clothing Accessories Stores-448	40,864,382	39,096,529	1,767,853
Clothing Stores-4481	32,306,612	29,748,996	2,557,616
Men's Clothing Stores-44811	1,208,720	1,003,611	205,109
Women's Clothing Stores-44812	5,304,442	4,759,111	545,331
Children's, Infants Clothing Stores-44813	1,282,667	5,548,307	(4,265,640)
Family Clothing Stores-44814	11,658,017	16,648,410	(4,990,393)
Clothing Accessories Stores-44815	968,322	501,518	466,804
Other Clothing Stores-44819	1,884,444	1,147,935	736,509
Shoe Stores-4482	3,275,794	3,357,036	(81,242)
Jewelry, Luggage, Leather Goods Stores-4483	15,281,977	5,990,496	9,291,481
Jewelry Stores-44831	13,691,193	5,444,376	8,246,817
Luggage and Leather Goods Stores-44832	1,590,784	546,120	1,044,664
Sporting Goods, Hobby, Book, Music Stores-451	16,008,205	12,387,146	3,621,059
Sporting Goods, Hobby, Musical Inst Stores-4511	13,821,711	7,975,315	5,846,397
Sporting Goods Stores-45111	7,558,056	7,070,077	487,979
Hobby, Toys and Games Stores-45112	3,803,201	2,338,925	1,464,276
Sew/Needlework/Home Goods Stores-45113	994,960	84,446	910,514
Musical Instrument and Supplies Stores-45114	1,526,095	531,877	994,218
Book, Periodical and Music Stores-4512	2,188,492	4,421,831	(2,233,339)
Book Stores and News Dealers-45121	1,869,901	4,108,080	(2,238,179)
News Dealers and Newsstands-45122	203,596	1,758,815	(1,555,219)
Pre-recorded Tapes, CDs, Record Stores-45122	316,591	313,751	2,840
Miscellaneous Store Retailers-453	30,728,370	19,406,696	11,321,674
Florists-4531	792,094	437,062	355,032
Office Supplies, Stationery, Gift Stores-4532	10,259,660	6,723,687	3,535,973
Office Supplies and Stationery Stores-45321	4,904,850	4,591,186	313,664
Gift, Novelty and Souvenir Stores-45322	5,354,810	2,132,481	3,222,329
Used Merchandise Stores-4533	1,725,664	4,000,974	(2,275,310)
Other Miscellaneous Store Retailers-4539	7,950,951	8,244,983	(294,032)
Foodservice and Drinking Places-722	89,734,281	100,086,055	(10,351,774)
Full-Service Restaurants-7221	40,742,033	54,686,825	(13,944,792)
Limited-Service Eating Places-7222	9,592,156	26,991,112	(17,398,956)
Special Foodservice-7223	9,594,558	9,883,807	(289,249)
Drinking Places-Alcoholic Beverages-724	3,475,175	8,524,305	(5,049,130)

Source: A.C. Nielsen Store Reports, June 2015 (based on U.S. Consumer Expenditure Survey, U.S. Census of Retail Trade, other sources)

Table 8.C.3-2 Retail Opportunity Gap: 5-Minute Drive Time

Table 8.C.3-3 Retail Opportunity Gap: 10-Minute Drive Time

Retail Stores	2014 Demand (Consumer Expenditures)	2014 Supply (Retail Sales)	Opportunity Gap/Supply	2014 Demand (Consumer Expenditures)	2014 Supply (Retail Sales)	Opportunity Gap/Supply
Motor Vehicle and Parts Dealers-441	592,660,112	505,968,891	86,691,221	85,711,221	80,017,591	5,693,630
Other Motor Vehicle Dealers-442	495,637,208	475,619,617	20,017,591	80,017,591	11,446,593	68,571,000
Automotive Parts/Accessories Stores-443	46,812,188	29,671,965	17,140,223	17,140,223	11,446,593	5,693,630
Furniture and Home Furnishings Stores-442	73,730,143	161,039,082	87,308,939	167,308,939	171,402,223	4,093,284
Furniture Stores-4421	41,587,287	64,858,963	23,271,676	123,271,676	123,271,676	0
Home Furnishings Stores-4422	32,142,856	96,180,099	64,037,243	44,037,243	44,037,243	0
Electronics and Appliance Stores-443	61,322,467	84,510,365	23,187,898	123,187,898	123,187,898	0
Appliances, TVs, Electronics Stores-4431	44,335,248	64,357,131	20,021,883	120,021,883	120,021,883	0
Household Appliances Stores-44311	7,900,306	64,357,131	56,456,825	120,021,883	120,021,883	0
Radio, Television, Electronics Stores-44312	36,434,942	46,786,159	10,351,217	110,351,217	110,351,217	0
Computer and Software Stores-44313	15,020,929	19,511,654	4,490,725	14,490,725	14,490,725	0
Camera and Photographic Equipment Stores-44313	1,966,290	641,580	1,324,710	1,324,710	1,324,710	0
Building Material, Garden Equip Stores-444	391,917,434	476,460,000	86,542,566	144,542,566	144,542,566	0
Building Material and Supply Dealers-4441	286,566,341	477,010,029	190,443,688	144,443,688	144,443,688	0
Home Centers-44411	117,728,679	145,776,076	28,047,397	128,047,397	128,047,397	0
Paint and Wallpaper Stores-44412	4,858,638	11,323,762	6,465,124	16,465,124	16,465,124	0
Hardware Stores-44413	28,344,376	20,228,972	8,115,404	8,115,404	8,115,404	0
Other Building Materials Dealers-44419	135,634,646	293,681,198	158,046,552	138,046,552	138,046,552	0
Building Materials, Lumberyards-444191	50,551,687	109,906,695	59,354,008	59,354,008	59,354,008	0
Lawn, Garden Equipment, Supplies Stores-4442	45,131,093	5,469,972	39,661,121	39,661,121	39,661,121	0
Outdoor Power Equipment Stores-44421	13,634,049	2,288,769	11,345,280	11,345,280	11,345,280	0
Nursery and Garden Centers-44422	31,717,044	3,161,203	28,555,841	28,555,841	28,555,841	0
Food and Beverage Stores-445	362,675,392	316,413,194	46,262,198	46,262,198	46,262,198	0
Grocery Stores-4451	237,895,113	241,755,851	3,860,738	13,860,738	13,860,738	0
Supermarkets, Grocery (Ex Conv) Stores-44511	123,011,804	229,418,988	106,407,184	106,407,184	106,407,184	0
Convenience Stores-44512	14,883,509	2,336,633	12,546,876	12,546,876	12,546,876	0
Specialty Food Stores-4452	29,520,228	3,159,324	26,360,904	26,360,904	26,360,904	0
Beer, Wine and Liquor Stores-4453	95,259,791	71,509,919	23,749,872	23,749,872	23,749,872	0
Health and Personal Care Stores-446	150,279,021	224,622,172	74,343,151	164,343,151	164,343,151	0
Pharmacies and Drug Stores-4461	118,797,746	189,057,262	70,259,516	70,259,516	70,259,516	0
Cosmetics, Beauty Supplies, Perfume Stores-44611	10,419,485	9,004,155	1,415,330	1,415,330	1,415,330	0
Optical Goods Stores-44613	7,649,076	8,474,556	825,480	825,480	825,480	0
Other Health and Personal Care Stores-44619	13,412,714	8,086,199	5,326,515	5,326,515	5,326,515	0
Gasoline Stations With Conv Stores-44711	77,654,876	86,316,223	8,661,347	130,206,517	130,206,517	0
Other Gasoline Stations-44719	74,844,997	55,977,135	18,867,862	18,867,862	18,867,862	0
Clothing and Clothing Accessories Stores-448	170,333,845	281,139,436	110,805,591	110,805,591	110,805,591	0
Clothing Stores-4481	87,334,254	241,184,888	153,850,634	153,850,634	153,850,634	0
Men's Clothing Stores-44811	4,669,761	8,082,329	3,412,568	13,412,568	13,412,568	0
Women's Clothing Stores-44812	21,008,393	85,194,690	64,186,297	164,186,297	164,186,297	0
Children's, Infants Clothing Stores-44813	4,930,973	13,039,763	8,108,790	18,108,790	18,108,790	0
Family Clothing Stores-44814	45,450,482	11,972,697	33,477,785	76,522,151	76,522,151	0
Clothing Accessories Stores-44815	3,845,795	11,051,469	7,205,674	740,226	740,226	0
Other Clothing Stores-44819	7,428,850	9,789,589	2,360,739	11,361,089	11,361,089	0
Shoe Stores-4481	11,879,382	18,939,496	7,060,114	17,060,114	17,060,114	0
Jewelry, Luggage, Leather Goods Stores-4483	71,620,210	26,961,052	44,659,158	44,659,158	44,659,158	0
Jewelry Stores-44831	65,379,002	25,408,217	39,970,785	39,970,785	39,970,785	0
Luggage and Leather Goods Stores-44832	6,241,208	1,552,835	4,688,373	4,688,373	4,688,373	0
Sporting Goods, Hobby, Music Stores-451	64,930,384	48,361,516	16,568,868	16,568,868	16,568,868	0
Sporting Goods, Hobby, Music (Inst) Stores-4511	55,464,482	36,710,589	18,753,893	18,753,893	18,753,893	0
Sporting Goods Stores-45111	30,011,616	22,439,046	7,572,570	7,572,570	7,572,570	0
Hobby, Toys and Games Stores-45112	14,446,358	10,608,258	3,838,100	4,238,100	4,238,100	0
Seasonal/Holiday/Place Goods Stores-45113	4,421,507	1,750,393	2,671,114	2,671,114	2,671,114	0
Musical Instrument and Supplies Stores-45114	6,295,000	1,912,992	4,382,008	4,382,008	4,382,008	0
Book, Periodical and Music Stores-4512	9,467,902	11,650,927	2,183,025	2,183,025	2,183,025	0
Book Stores and News Dealers-45121	8,172,495	10,488,274	2,315,779	2,315,779	2,315,779	0
News Dealers and Newsstands-45122	7,375,259	8,115,050	739,791	739,791	739,791	0
Record Stores-45123	797,235	2,379,224	1,581,989	1,581,989	1,581,989	0
Pre-recorded Tapes, CDs, Record Stores-451232	1,285,407	1,162,653	122,754	122,754	122,754	0
Miscellaneous Store Retailers-453	8,517,771	68,868,954	60,351,183	11,638,817	11,638,817	0
Hortists-4531	3,908,119	4,340,362	432,243	432,243	432,243	0
Office Supplies, Stationery, Gift Stores-4532	41,864,621	22,788,057	19,076,564	19,076,564	19,076,564	0
Office Supplies and Stationery Stores-45321	20,442,254	13,861,177	6,581,077	6,581,077	6,581,077	0
Gift, Hobby and Souvenir Stores-45321	21,422,968	8,926,880	12,496,088	12,496,088	12,496,088	0
Used Merchandise Stores-4533	7,052,788	8,802,970	1,750,182	1,750,182	1,750,182	0
Other Miscellaneous Store Retailers-4539	29,302,243	32,957,565	3,655,322	3,655,322	3,655,322	0
Foodservice and Drinking Places-722	336,377,325	350,990,473	14,613,148	14,613,148	14,613,148	0
Full-Service Restaurants-7221	153,232,194	181,887,743	28,655,549	28,655,549	28,655,549	0
Limited-Service Eating Places-7222	133,899,155	116,533,149	17,366,006	17,366,006	17,366,006	0
Special Foodservice-7223	35,880,728	40,319,299	4,438,571	4,438,571	4,438,571	0
Drinking Places-Alcoholic Beverages-7224	13,365,248	12,210,282	1,154,966	1,154,966	1,154,966	0

Source: A.C. Nielsen Site Reports, June 2015 [Based on U.S. Consumer Expenditure Survey, U.S. Census of Retail Trade, other sources]

Table 4 2014 Retail Opportunity Gap – 15-minute Drive Time

Retail Store	2014 Demand (Consumer Expenditures)	2014 Supply (Retail Sales)	Opportunity Gap/Supply
Motor Vehicle and Parts Dealers-441	1,415,539,901	2,603,421,862	1,187,881,961
Other Motor Vehicle Dealers-412	1,182,056,116	1,446,295,912	126,437,796
Automotive Parts/Accs, Tires Stores-443	111,649,528	50,709,273	60,940,255
Furniture and Home Furnishings Stores-443	177,937,988	230,410,024	52,472,036
Furniture Stores-442	101,125,754	115,921,260	14,796,506
Home Furnishing Stores-442	76,812,234	174,488,764	97,676,530
Electronics and Appliance Stores-443	147,013,839	130,800,299	16,213,540
Appliances, TVs, Electronics Stores-4431	105,993,162	139,040,595	33,047,433
Household Appliances Stores-44311	18,685,752	33,012,437	14,326,685
Radio, Television, Electronics Stores-44312	87,307,410	106,028,158	18,720,748
Computer and Software Stores-44311	36,293,115	44,316,865	8,023,750
Camera and Photographic Equipment Stores-44313	4,727,562	7,442,839	2,715,277
Building Material, Garden Equip Stores-444	785,601,263	835,996,466	50,395,203
Building Material and Supply Dealers-4441	678,263,509	881,682,729	203,419,220
Home Centers-44411	179,548,436	217,002,894	37,454,458
Paint and Wallpaper Stores-44411	11,490,417	18,320,486	6,830,069
Hardware Stores-44413	66,873,855	66,339,632	534,223
Other Building Materials Dealers-44419	320,350,802	580,019,716	259,668,914
Building Materials, Lumberyards-444191	120,351,564	117,063,508	3,287,056
Lawn, Garden Equipment, Supplies Stores-4442	17,337,754	14,315,737	3,022,017
Outdoor Power Equipment Stores-44421	32,877,230	6,866,826	25,990,404
Nursery and Garden Centers-44422	74,460,524	1,328,911	67,131,613
Food and Beverage Stores-443	841,004,248	613,943,695	227,060,553
Grocery Stores-4431	548,263,882	566,387,679	18,123,797
Supermarkets, Grocery [Ex Conv] Stores-44311	514,033,429	560,748,902	46,715,473
Convenience Stores-44312	34,230,453	5,638,777	28,591,676
Specialty Food Stores-4432	67,929,147	11,465,086	56,464,061
Beer, Wine and Liquor Stores-4433	124,811,220	96,090,920	28,720,300
Health and Personal Care Stores-446	349,616,637	550,367,853	120,751,216
Pharmacies and Drug Stores-4461	276,402,519	521,408,687	124,506,168
Cosmetics, Beauty Supplies, Perfume Stores-44612	17,232,230	17,808,466	6,428,223
Optical Goods Stores-44613	17,806,466	21,493,156	3,686,690
Other Health and Personal Care Stores-44615	31,175,362	19,362,443	12,012,919
Gasoline Stations-447	630,386,008	455,241,710	175,144,298
Gasoline Stations With Conv Stores-4471	456,577,175	280,265,837	176,311,338
Other Gasoline Stations-44719	173,808,833	174,975,873	1,167,040
Clothing and Clothing Accessories Stores-448	411,684,874	649,698,964	238,014,090
Clothing Stores-4481	206,599,994	527,824,286	321,224,291
Men's Clothing Stores-44811	11,092,780	22,625,531	11,532,751
Women's Clothing Stores-44812	89,666,177	219,538,201	129,872,024
Children's, Infants Clothing Stores-44813	11,468,932	24,744,516	13,275,584
Family Clothing Stores-44814	107,420,546	226,327,041	118,906,495
Clothing Accessories Stores-44815	9,142,259	10,283,922	1,141,663
Other Clothing Stores-44819	17,609,460	24,905,077	6,295,617
Shoe Stores-4482	27,616,411	39,380,579	11,764,168
Jewelry, Luggage, Leather Goods Stores-4483	176,952,469	82,494,088	94,458,381
Jewelry Stores-44831	162,171,055	78,868,693	83,302,362
Luggage and Leather Goods Stores-44832	14,781,414	3,628,405	11,153,009
Sporting Goods, Hobby, Book, Music Stores-451	156,214,469	90,492,411	65,722,058
Sporting Goods Stores-4511	72,715,404	42,480,987	29,234,417
Hobby, Toys and Games Stores-4512	35,197,544	17,100,422	18,097,122
Swim/Neckwear/Pool/Goods Stores-4513	10,067,089	3,312,869	6,754,220
Musical Instrument and Supplies Stores-45114	15,157,143	4,384,401	10,772,741
Book, Periodical and Music Stores-4512	24,076,882	23,213,733	863,159
Book Stores and News Dealers-45121	20,939,255	18,758,428	2,180,827
Book Stores-451211	19,011,686	16,293,890	2,717,796
News Dealers and Newsstands-451212	1,927,539	1,464,578	562,961
Pre-recorded Tapes, CDs, Record Stores-45123	3,137,657	4,455,295	1,317,638
Miscellaneous Store Retailers-453	193,518,761	156,454,206	37,064,555
Forists-4531	7,816,394	12,252,115	4,435,721
Office Supplies, Stationery, Gift Stores-4532	100,481,138	65,247,497	35,233,641
Gift, Novelty and Souvenir Stores-45321	49,369,221	42,416,059	6,953,162
Office Supplies and Stationery Stores-45321	31,112,017	22,831,438	8,280,579
Used Merchandise Stores-4533	17,080,007	18,314,285	1,234,278
Other Miscellaneous Store Retailers-4539	68,113,122	60,640,309	7,472,813
Foodservice and Drinking Places-722	796,025,172	820,698,118	24,672,946
Full-Service Restaurants-7221	363,247,941	413,025,286	49,777,345
Limited-Service Eating Places-7222	316,041,931	261,580,044	54,461,887
Special Foodservice-7223	84,719,730	123,497,138	38,777,388
Mixing Places-Alcoholic Beverages-7224	32,015,550	11,995,649	9,419,901

Source: A.C. Nielsen Site Reports, June 2015 [based on U.S. Consumer Expenditure Survey, U.S. Census of Retail Trade, other sources]

Table 8.C.3-4 Retail Opportunity Gap: 15-Minute Drive Time

8.D. PROPOSED ZONING CHANGES

The final text for this section will be added after the proposed TOD District has been approved by the Zoning Commission. The details of zoning is currently a separate document.

CITY OF NORWALK, CT

South Norwalk TOD Redevelopment Plan Proposed Zoning Changes

DRAFT AUGUST 2016



Prepared for the Norwalk Redevelopment Agency
by THE CECIL GROUP

ACKNOWLEDGEMENTS

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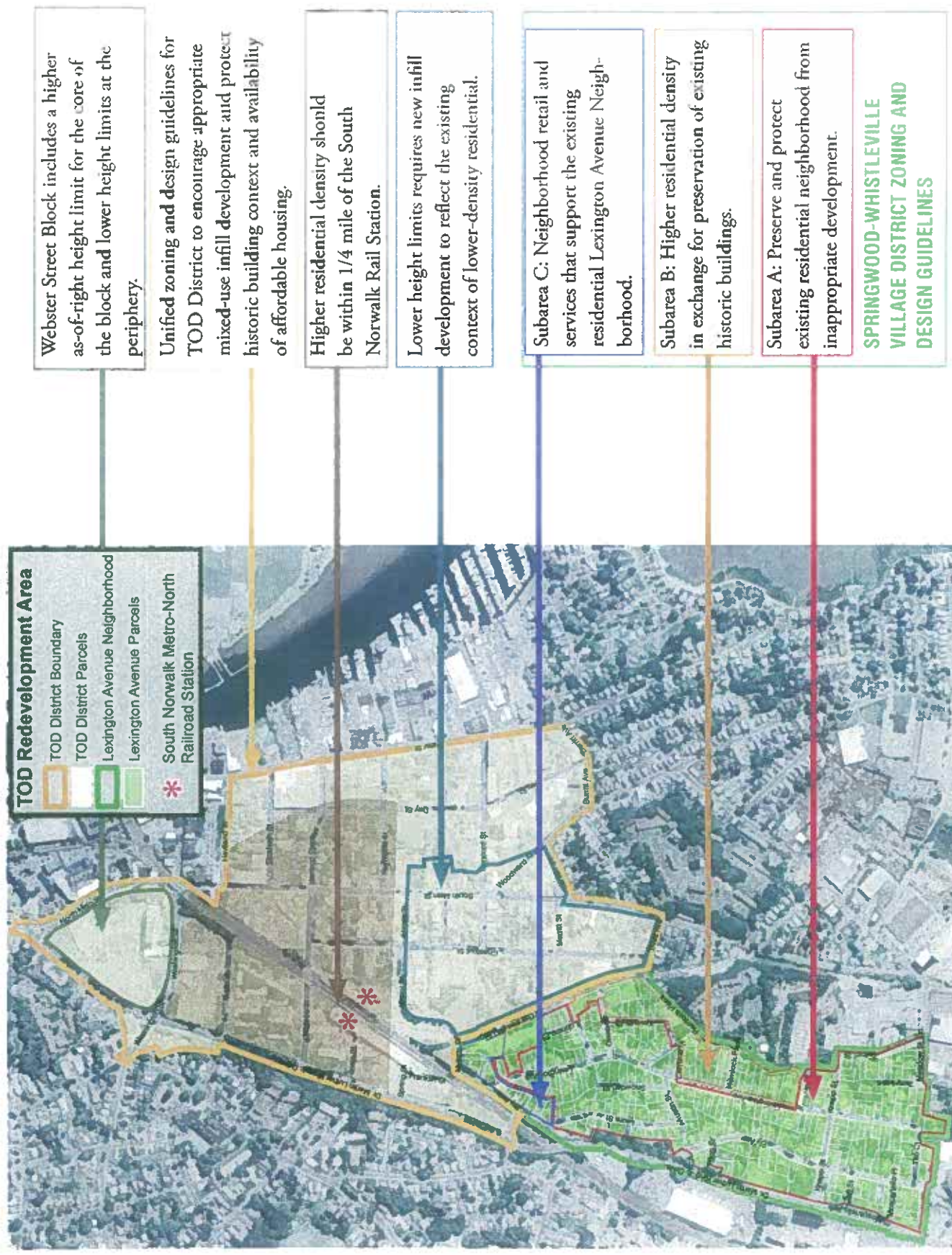


Figure 1: Zoning Subareas

Proposed Zoning Changes

The following pages provide the recommended language for the new zoning regulations to establish the new *Springwood-Whistleville Village District* and the new *TOD Zoning District*. This language is in the standard form for the City of Norwalk's zoning regulations.

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#X-X Transit Oriented Development (TOD) Districts – Amendments to the *Building Zone Regulations of the City of Norwalk, Connecticut* to incorporate a new Village District zoning district (the Springwood-Whistleville Village District) for the Lexington Avenue Neighborhood and a new TOD Zoning district (the TOD District) for the South Norwalk area, to remove the SoNo Station Design District and the South Norwalk Business District from the regulations, and to make related technical amendments.

Add Article 50, Section 118-533

Add Article 50, Section 118-533, Springwood-Whistleville Village District to read as follows:
§ 118-533. Springwood-Whistleville Village District.

A. Purpose and intent.

- (1) The purpose of this zone is to protect and enhance the distinctive character, landscape, historic structures, density and development pattern within this historic neighborhood, and to ensure that the unique character of this district is maintained for future generations in accordance with Connecticut General Statutes Section 8-2j Village districts. It is intended that this zone will encourage residential use while at the same time permitting other uses which fulfill a neighborhood need at an appropriate scale. It is further intended that all uses and structures be compatible with one another and with the established character of the district, reinforcing both the existing development patterns and natural topography.
- (2) This district has been divided into three (3) subareas reflecting differences in use, height and bulk of buildings, depending upon location.

This section – § 118-533, Springwood-Whistleville Village District – is completely new. This zoning was originally recommended in the Springwood-Whistleville/Lexington Avenue Historic Preservation Strategy (September 2015).

B. Use regulations.

(1) Subarea A.

(a) Principal uses and structures. In the Springwood-Whistleville Village District, Subarea A, premises shall be used and buildings shall be erected which are used, designed or intended to be used for (1) or more of the following uses and no others:

- [1] Single-family detached dwelling.
- [2] Two-family detached dwelling.
- [3] Parks and playgrounds.
- [4] Neighborhood clubhouses, existing at the time of adoption of this subsection, are declared to be conforming. If an existing clubhouse is destroyed by fire, explosion, act of God or act of public enemy to an extent exceeding fifty percent (50%) of their assessed value, they may be reconstructed only if the height, bulk, location and use of the building is substantially as it had previously existed, subject to approval by the Commission. The owners of such property shall document by A-2 Survey or other means, the height, bulk, location and use of the building as it had previously existed.

(b) Special Permit uses and structures. The following uses shall be permitted by Special Permit in accordance with the provisions of Article 140, §§118-1450, Special Permits, and shall comply with the Schedule Limiting Height and Bulk of Buildings, and any other additional standards set forth herein:

- [1] Farms, truck gardens and nurseries, provided that all produce is cultivated on the premises, are located on a parcel having a minimum area of twelve thousand five hundred (12,500) square feet and that there are no more than two (2) beehives per one quarter (1/4) acre. No roadside stands shall be permitted.

- [2] Public museums.

- [3] Places of worship, churches and church buildings,
- [4] Public or nonprofit community center,
- [5] Nursery schools or child day-care centers, subject to a maximum occupancy of thirty-five (35) children, with no less than five hundred (500) square feet of lot area per child,
- [6] Artist workspace shall be allowed as an accessory use to a permitted use, up to a maximum of twenty percent (20%) of the total permitted gross floor area.

(2) Subarea B.

(a) Principal uses and structures. In the Springwood-Whistleville Village District, Subarea B, premises shall be used and buildings shall be erected which are used, designed or intended to be used for (1) or more of the following uses and no others. Any use or structure having a gross floor area of five thousand (5,000) square feet or more or requiring fifteen (15) parking spaces or more shall be permitted subject to the provisions of §118-1451. Site plan review.

- [1] Single-family detached dwelling.
- [2] Two-family detached dwelling.
- [3] Multifamily dwelling containing less than twelve (12) dwelling units ~~in one or more buildings~~. A defined recreation area of ~~not less than one hundred (100)~~ square feet per dwelling unit shall be provided, and located with due concern for the safety and convenience of the residents for whose use it is intended.
- [4] Parks and playgrounds.
- [b] Special Permit uses and structures. The following uses shall be permitted by Special Permit in accordance with the provisions of Article 140, §118-1450, Special Permits, and shall comply with the Schedule Limiting Height and Bulk of Buildings, and any other additional standards set forth herein:

[1] Farms, truck gardens and nurseries, provided that all produce is cultivated on the premises, are located on a parcel having a minimum area of twelve thousand five hundred (12,500) square feet and that there are no more than two (2) beehives per one quarter (1/4) acre. No roadside stands shall be permitted.

[2] Public museums.

[3] Places of worship, churches and church buildings.

[4] Public or nonprofit community center.

[5] Artist workspace shall be allowed as an accessory use to a permitted use, up to a maximum of twenty percent (20%) of the total permitted gross floor area.

(3) Subarea C.

(a) Principal uses and structures. In the Springfield-Whiterville Village District, Subarea C, premises shall be used and buildings shall be erected which are used, designed or intended to be used for (1) or more of the following uses and no others. Any use or structure having a gross floor area of five thousand (5,000) square feet or more or requiring fifteen (15) parking spaces or more shall be permitted subject to the provisions of §118-1451, Site plan review.

[1] Mixed-use development, subject to § 118-750.

[2] Dwellings, when located above any principal or Special Permit use.

[3] Retail stores and personal and business service establishments having a gross floor area of fewer than eight thousand (8,000) square feet.

[4] Offices having a gross floor area of fewer than eight thousand (8,000) square feet, including medical offices.

[5] Banks and financial institutions, excluding drive-in facilities.

[6] Restaurants and taverns having a gross floor area of fewer than two thousand five hundred (2,500) square feet, excluding drive-in facilities.

[7] Health clubs.

[8] Boutique manufacturing shall be allowed as an accessory use to a permitted retail use, subject to compliance with the following requirements:

[a] Such boutique manufacturing shall not exceed three thousand (3,000) square feet in area and shall be directly related to the principal permitted retail use; and

[b] All manufacturing activity, including the storage of all equipment, materials and products, shall occur inside the building; no outside storage of any kind is permitted; and

[c] Only manufacturing processes that are not offensive with regard to noise, light, dust and odors, and which have the same or lesser impact that the principal retails use are permitted; and

[d] The manufacturing activity shall occupy an area of no more than sixty percent (60%) of the gross floor area occupied by the associated retail establishment; and

[e] The manufacturing process is principally artisan or fabrication by hand, and shall not include mass production or assembly line operations; and

[f] The manufacturing operations will not generate excessive traffic volumes or truck traffic in excess of that typically occurring in the adjacent district or neighborhood; all loading activity shall occur during daytime hours only.

(b) Special Permit uses and structures. The following uses shall be permitted by Special Permit in accordance with the provisions of Article 140, §118-1450, Special Permits,

and shall comply with the Schedule Limiting Height and Bulk of Buildings, and any other additional standards set forth herein:

- [1] Public museums.
- [2] Places of worship, churches and church buildings.
- [3] Public or nonprofit community center.
- (4) Uses which are not permitted in Subsections B(1), B(2), and B(3) above shall not be permitted by variance in the Springwood-Whistleville Village District.
- (5) Accessory uses and structures. Accessory uses and structures which are incidental to and customarily associated with the principal use of the premises shall be permitted, subject to the provisions of §118-910, and subject to the following restrictions:
 - (a) Home occupations shall be conducted entirely within the dwelling and shall be limited to no more than one (1) per dwelling. The home occupation shall not alter the residential character of the dwelling, provided furthermore that such home occupations:
 - [1] Shall employ not more than one (1) person not residing in such dwelling unit.
 - [2] Shall not involve storage of a stock-in-trade or sale of commodities in the premises.
 - [3] Shall use an area equal to not more than fifty percent (50%) of the floor area of the first floor of such dwelling, up to a maximum of five hundred (500) square feet.
 - (b) Garage for motor vehicles owned by the occupants of the dwelling.
 - (c) Lodging and rooming for not more than two (2) paying guests of the occupant of the dwelling.

- (d) Storage of recreational vehicles owned or leased by the occupant of the dwelling, provided that such vehicles are located in accordance with the front yard requirements of this zone and are effectively screened from view from the street and adjacent properties to the satisfaction of the Zoning Inspector.
- (e) Storage of no more than one (1) commercial vehicle, as defined in Chapter 246, Section 14-1, of the Connecticut General Statutes, which does not exceed one-ton rated capacity.
- (f) Family day-care homes in single-family and two-family dwellings and group day-care homes in single-family dwellings, subject to the conditions that a state license or registration is obtained by the provider and the outdoor play areas shall be fenced and/or adequately screened from adjacent properties to the satisfaction of the Zoning Inspector.
- (g) Greenhouses, provided that any structures are clearly accessory to the main dwelling unit. No roadside stands shall be permitted.
- (h) Tag sales, not to exceed three (3) per calendar year per property, shall be allowed as an accessory use to a permitted residential use, provided that each tag sale event shall be limited to a maximum of three (3) days and is operated during daytime hours only by a resident of the property. This is inclusive of tag sales, garage sales, yard sales and other similar types of sales.
- (i) Portable storage container, other than those used during construction for which a valid Building permit has been issued, shall be permitted for a maximum period of one (1) month in any calendar year and limited to one (1) such container placed on an individual property at any one time, and such container shall not exceed eight (8) feet in height or one hundred and sixty (160) square feet in size.

- (j) Storage of not more than one (1) unregistered motor vehicle, provided that such vehicle is located in accordance with the front, side and rear yard requirements of this zone.
- (k) Outdoor storage shall be prohibited. Outdoor refuse collection and recycling receptacles shall be located behind the front setback and shall be screened from public view and from adjacent properties with a six (6) foot fence enclosure or year-round landscaped screening, subject to zoning inspector approval.
- (l) Where permitted by the Commission, entertainment in the form of live music shall be permitted as accessory to a restaurant use. Such entertainment shall be restricted to the interior of the restaurant.

C. Demolition permit.

- (1) No demolition permit for a building's exterior shall be issued for any building within the Springwood-Whistleville Village design District until the Commission has granted final approval for the reuse of the subject property.
- (2) A structure deemed unsafe according to Section 123.0 of the State of Connecticut Basic Building Code shall be exempt from the requirements of this section.

D. Lot and building requirements. See the Schedule Limiting Height and Bulk of Buildings, and all other applicable sections of these regulations and in addition:

- (1) The height, bulk, location and use of all buildings in existence at the time of adoption of this section are hereby declared to be in conformance with the requirements of this section, provided that if such buildings are destroyed by fire, explosion, act of God or act of public enemy to an extent exceeding fifty percent (50%) of their assessed value, they may be reconstructed only if the height, bulk, location and use of the building is exactly as it had previously existed. The owners of such properties shall document, by an A-2 Survey or other means, the height, bulk, location and use of the building as it had previously existed.
- (2) All new construction, rehabilitation and substantial alterations to existing buildings shall comply with the following dimensional standards: (see table on next page)

SPRINGWOOD- WHISTLEVILLE VILLAGE DISTRICT	SUBAREA A	SUBAREA B	SUBAREA C
Maximum Height	2 ½ stories and 35 feet, maximum of 38 feet to peak	For buildings located within the first 100 feet of the property line on Lexington Avenue, 2 ½ stories and 35 feet, maximum of 38 feet to peak. For all other buildings, 3 ½ stories and 40 feet, maximum of 48 feet to peak.	3 ½ stories and 40 feet, maximum of 48 feet to peak
Minimum Height	-	-	2 stories and 25 feet
Minimum Size of Lot Area	5,000 sq. ft. 1 dwelling unit; 6,000 sq. ft. 2 dwelling units	5,000 sq. ft.	None
Minimum Lot Width	50 ft.	50 ft.	None
Front Yard	35 feet from centerline along Lexington Avenue, Kossuth and Olean Streets; 30 feet along other streets, subject to Section 118-900F(1)	30 feet, subject to Section 118-900F(1)	None
Side Yard	6 feet	6 feet	None
Aggregate Side Yard	None	None	None
Rear Yard	15 feet	15 feet	10 feet
Maximum Building Area	35%	35% for buildings, 80% for buildings and parking, 20% open space	90% for buildings and parking, 10% open space
Floor Area Ratio Maximum	0.4	0.5; with bonus: 0.7	3
Recreation Area	-	100 sq. ft. per dwelling unit	-
Residential Density	-	2,500 sq. ft.; with bonus: 1,650 sq. ft. per dwelling unit	-

(3) Village District Review Standards

(a) The Commission hereby designates the Norwalk Redevelopment Agency as the architectural review board responsible for the design review and recommendation of all applications for new construction and substantial reconstruction within the district and in view from public roadways. The architectural review board members shall include at least one architect specialized in historic preservation or an architectural historian. If a third party design professional is required to review the design, an architect specialized in historic preservation or an architectural historian, with pertinent experience, shall be hired as the Village Design Consultant. The report of such consultant and/or the architectural review board shall be entered into the public hearing record and considered by the Commission in making its decision.

(b) Criteria: New construction and substantial rehabilitation to existing structures, including those listed on the Norwalk Historic Resources Inventory and the Springwood-Whistleville National Register District shall be harmoniously related to their surroundings and shall be consistent with the Village District Design Guidelines and the Connecticut Historical Commission - Secretary of the Interior's Standards for Rehabilitation, as applicable. All such development shall be consistent with the criteria defined in the Connecticut General Statutes section 8-2j Village Districts, including but not limited to the following criteria, subject to final review and approval by the Commission:

[1] Building design, scale and compatibility: The color, size, height, location, proportion of openings, roof treatments, building materials, and any proposed signs and lighting shall be consistent with the local architectural motif and with the unique elements of the district, including maintenance of historic buildings, monuments and landscaping. The removal or disruption of historic or significant structures or architectural elements shall be minimized.

[2] Streetscape standards and landscaping: All spaces, structures and related site improvements visible from public roadways shall be designed to be consistent with the elements of the district in and around the proposed modification.

(4) Historically significant buildings constructed on or before 1965, said year to be determined by the records of the Office of the Tax Assessor of the City of Norwalk, are hereby declared to be in compliance with the height and bulk requirements of this section. Modifications and additions to such buildings shall conform to and be compliant with the height and bulk requirements of this section and the Village District Review Standards. However, the Zoning Commission may, upon written request, waive up to twenty (20%) percent of the height and bulk requirements for modifications and additions to such buildings, where it is determined that such waiver(s) would assist in the preservation and reuse of historic structures, unless the architectural integrity of the building would be lost or damaged. External building modifications to such structures shall conform to the Village District Design Guidelines.

(5) Bonus floor area: Multifamily residential buildings in Subarea B shall be permitted to increase the allowable floor area ratio (FAR) from 0.5 to 0.7 provided that the principal historic building and historic stone walls on the premises are retained and rehabilitated.

(6) An unenclosed front porch may be exempt from building area calculations where such structure is designed to promote pedestrian activity along the street and enhance the residential character of the building and neighborhood, subject to design review and approval.

E. Off-street parking and loading requirements. Notwithstanding the requirements of §§ 118-1200 through 118-1260, the following parking regulations apply within the Springwood-Whistleville Village District.

(1) A building in existence at the time of adoption of this regulation may continue to be used without adequate parking and loading as required by §§ 118-1210 through 118-1260

of these regulations. However, should such building be increased in area or changed in use so as to require additional parking or loading, such additional parking or loading shall be determined by applying the standards set forth in this Section D and in §§ 118-1210 through 118-1260.

(2) The principal use and structure shall be located between the street and all parking facilities.

(3) In new multifamily development, no garage openings shall be placed directly facing the street.

(4) Parking facilities shall be required as follows:

(a) There are no minimum parking requirements for the redevelopment of a building listed on, or eligible for the National Register as a mixed use building.

(b) For all other buildings, the applicant must provide:

[1] One and a half (1 ½) parking spaces per dwelling unit for two-family and multifamily dwellings.

[2] One (1) parking space per dwelling unit for mixed-use development.

[3] One (1) parking space per two hundred (200) square feet of active commercial floor area for restaurant.

[4] One (1) parking space per seven hundred fifty (750) square feet of active commercial floor area for commercial (including office, banks, and personal and business services) and retail space, including boutique manufacturing.

[5] Parking for all other uses as determined by §§ 118-1220 Off-street Motor Vehicle Parking Requirements.

(5) Notwithstanding any other parking requirements set forth in §§ 118-1200 through 118-1260 for individual land uses, when any land or building is used for two or more distinguishable purposes in a mixed use development, the minimum total number of

parking spaces required to serve the combination of all uses shall be determined as follows:

- (a) Calculate the parking requirement for each use.
- (b) The largest single parking requirement will be reduced by the percentage for the matching use as shown in the table in § 118-1220.E.
- (c) For more than two uses, the largest single parking requirement will be reduced by the percentage for each matching use as shown in the table in § 118-1220.E.

F. Signs. See §§ 118-1290 through 118-1295.

Add Article 50, Section 118-540

Add Article 50, Section 118-540, TOD District to read as follows:

§ 118-540. TOD District.

A. Purpose and intent. It is the purpose of this district to encourage a mix of uses appropriate to the quarter-mile to half-mile radius from the South Norwalk Railroad Station. Such uses include retail stores, service shops, offices, multifamily dwellings, mixed-use development and other compatible uses at a scale consistent with the urban location of this district. Development should retain and enhance the established character of South Norwalk by keeping the scale and use of buildings compatible with those on adjacent streets and encourage safe pedestrian access throughout the district. It is intended that all new construction, rehabilitation, and alterations be designed and carried out in relation to surrounding structures and with appropriate consideration to the unity of the district, according to the design guidelines and the design review procedures stated in Section 5. *Design Guidelines of the South Norwalk TOD Redevelopment Plan*. This regulation will also permit the redevelopment of the South Norwalk Railroad Station in accordance with the SoNo Station Plans, as set forth in the development agreement approved by the Norwalk Redevelopment Agency and shall be referred to the Redevelopment Agency for comment. These plans are consistent with the city's goals and policies to:

- (1) Upgrade the railroad station and related commuter facilities including parking, security, waiting rooms, restrooms, and convenience retail;
- (2) Retain and enhance the established character of South Norwalk by keeping the scale and use of buildings compatible with those on adjacent streets; limiting major traffic flow to nonresidential streets; and installing street improvements (i.e., curbs, sidewalks, street trees, lighting); and

(3) Maximize the opportunity presented by the railroad station by permitting intensive residential, commercial and related development which is economically viable.

B. Uses and structures. This district includes properties within the coastal boundary and, as such, the relevant uses and structures, unless otherwise exempt, shall comply with the coastal site plan review requirements in §§. 11 through 15 of P.A. 79-535 and with Article 111, § 118-1110, herein. Structures within this district are located within the Flood Hazard Zone AE and are subject to Article 110, § 118-1100, herein.

(1) Principal uses and structures. In a TOD District, premises shall be uses and buildings shall be erected which are used, designed or intended to be used for one (1) of the following uses and no others, subject to the provisions of § 118-1451, Site plan review. Properties located within the coastal zone boundary shall be subject to coastal site plan review and all other requirements of § 118-1110 herein:

- (a) Railroad station and commuter facilities,
- (b) Dwellings, when located above any principal or Special Permit use,
- (c) Child day-care centers,
- (d) Mixed-use development, subject to § 118-750,
- (e) Offices, including medical offices,
- (f) Banks and financial institutions, excluding drive-in facilities,
- (g) Retail stores and personal and business service establishments,
- (h) Health clubs,
- (i) Restaurants and taverns, excluding drive-in facilities, having a gross floor area of two thousand five hundred (2,500) square feet or less,
- (j) Research and development facilities,
- (k) Places of worship, churches and church buildings,

The changes in this section address concerns raised during the public comment period about the retention of existing affordable housing – even if not currently registered as such – within South Norwalk.

(l) Theaters and auditoriums.

(m) Museums, libraries and meeting halls.

(n) Parks, playgrounds and open space.

(o) Hotels.

(p) Off-street parking facilities.

[1] A commuter parking garage within one-quarter (1/4) mile of the South Norwalk Rail Station, subject to the requirements of §118-540.C(4).

(q) Printing establishments

(r) Multifamily dwellings of not less than 12 units, including elderly housing and including mixed use developments. The development must provide a minimum of ten (10) percent affordable housing at 50% of State Median Income and otherwise be in compliance with § 118-1050 Workforce Housing Regulation.

[1] A bonus height of five (5) stories / sixty-five (65) feet for is available for developments that replace existing de facto affordable housing on the site. De facto affordable housing is defined as dwelling units within buildings constructed prior to 1960 and containing six dwelling units or fewer. The development must replace the difference between the number of existing de facto affordable dwelling units and the number of affordable dwelling units required in (r) above. These replacement dwelling units must be provided at 80% of State Median Income and otherwise be in compliance with § 118-1050 Workforce Housing Regulation.

[2] Additional bonus dwelling units may be available as provided for in § 118-1050 D, subject to the maximum Residential Density in [4], below.

[3] Residential Density shall be a minimum of 500 square feet of lot area per dwelling unit for multifamily developments.

[4] A defined recreation area of not less than one hundred (100) square feet per dwelling unit shall be provided and located with due concern for the safety and convenience of the residents for whose use it is intended.

(s) Boutique manufacturing, with an accessory retail use, subject to compliance with the following requirements:

[1] Such boutique manufacturing shall not exceed three thousand (3,000) square feet in gross floor area; and

[2] The accessory retail use shall be no less than 10% and no more than 40% of the total gross floor area of the manufacturing area; and

[3] All manufacturing activity, including the storage of all equipment, materials and products, shall occur inside the building; no outside storage of any kind is permitted; and

[4] Only manufacturing processes that are not offensive with regard to noise, light, dust and odors, and which have the same or lesser impact than the principal retail use are permitted; and

[5] The manufacturing process is principally artisan or fabrication by hand, and shall not include mass production or assembly line operations; and

[6] The manufacturing operations will not generate excessive traffic volumes or truck traffic in excess of that typically occurring in the adjacent district or neighborhood; all loading activity shall occur during daytime hours only.

(t) Gas station;

(2) Special Permit uses and structures. The following uses shall be permitted by Special Permit in accordance with the provisions of Article 140, § 118-1450, Special Permits, and shall comply with the Schedule Limiting Height and Bulk of Buildings, Commercial and Industrial, and any additional standards set forth herein:

- (a) Public utility supply or storage facilities.
 - (b) Bank drive-in facilities.
 - (c) Restaurants and taverns having a gross floor area of two thousand five hundred (2,500) square feet or more.
 - (d) Gasoline stations and the service of motor vehicles, subject to § 118-1010.
 - (e) Electric power generator, as defined herein, subject to Section 118-830(B).
- (3) Uses which are not permitted in Subsections B(1) and (2) above shall not be permitted by variance in a TOD District.
- (4) Accessory uses and structures. Accessory uses and structures which are incidental to and customarily associated with the principal use of the premises shall be permitted.
- (a) Outdoor storage shall be prohibited. Outdoor refuse collection and recycling receptacles shall be located behind the front setback and shall be screened from public view and from adjacent properties with a six (6) foot high fenced enclosure or year-round landscaped screening, subject to zoning inspector approval.
 - (b) When permitted by the Commission, entertainment in the form of live music shall be permitted as accessory to a restaurant use. Such entertainment shall be restricted to the interior of the restaurant.
 - (c) Commercial communication antennas are permitted as an accessory use when located on an existing building or structure, subject to the height limitation of that zone, except that antennas mounted on existing buildings which meet or exceed the height limitation of that zone may extend above the existing building height by no more than fifteen (15) feet. In addition, the color of the building shall be incorporated into the design of the antenna.

C. Lot and building requirements. See the Schedule for Commercial and Industrial Uses and all other applicable sections of these regulations, including Article 110 Flood Hazard Zone, § 118-1100 and Article 111 Coastal Zone, § 118-1110.

(1) The height and bulk of all buildings in existence at the time of adoption of this regulation are hereby declared to be in conformance with the requirements of this section, provided that such structures are maintained, rehabilitated, and integrated into the proposed development.

(a) Such buildings may contain any residential and/or retail use that is allowable within the TOD District, provided that they meet all requirements of this Section 118-540 and do not increase the current nonconforming dimension(s).

(b) Buildings listed on, or eligible for, the Connecticut State Register of Historic Places are hereby declared to be in compliance with the height and bulk requirements of this section. External building modifications to such structures shall conform to the design guidelines set forth in the *South Norwalk TOD Redevelopment Plan*.

(c) If such buildings are destroyed by fire, explosion, act of God or act of public enemy to an extent exceeding fifty percent (50%) of their assessed value, they may be reconstructed only if the height, bulk, location and use of the building is substantially as it had previously existed, subject to approval by the Director of Planning and Zoning, except as modified where necessary to conform to the Flood Hazard Zone and coastal area management provisions of these regulations. The owners of such property shall document by A-2 Survey or other means the height, bulk, location and use of the building as it had previously existed.

(2) If lot size is less than or equal to one-half (1/2) acre then the maximum building height is ~~3 1/2 stories/45 feet~~. If the lot size is greater than one-half (1/2) acre, then the maximum building height is 5 stories/65 feet subject to the requirements of § 118-540.B(1) ~~(r)(1)~~ above. Height shall be above base flood elevation in a flood zone and otherwise calculated as provided in § 118-100. Definitions. "Height of Building."

The revised text raises height limits in areas that are appropriate for increased density – the Webster Street Block and the 1/4 mile around the South Norwalk Train Station – and reduces height to fit the context of existing residential buildings – south of Henry Street on Chestnut Street and South Main Street.

- (3) ~~The height of buildings along South Main Street and Chestnut Street, from the centerline of Henry Street to the southern boundary of the TOD District, is limited to 3 ½ stories/45 feet. On South Main Street, from the centerline of Henry Street to the southern boundary of the TOD District, the principal facade of the building shall be set back 50 feet from the centerline of South Main Street or from an established building line.~~
- (4) ~~The maximum building height of a commuter parking garage is shall be six (6) stories and seventy-two (72) feet.~~
- (5) ~~The maximum height of buildings within the Webster Street Block is limited to eight (8) stories and ninety-six (96) feet within the core of the block and five (5) stories and sixty-five (65) feet along the perimeter with a ten (10) foot setback from the principal facade after the fourth story.~~
- (6) ~~The minimum building height shall be two (2) stories and twenty-five (25) feet. Accessory structures of less than the required minimum height shall be permitted provided that they do not exceed five percent (5%) of the maximum allowed building area of the property.~~
- (7) ~~Cupolas, towers, spires, or other design elements where not used for habitable space shall be exempt from the height regulations herein, subject to the approval of the Commission. Such elements shall be in keeping with the design guidelines set forth in the South Norwalk TOD Redevelopment Plan and shall be referred to the Redevelopment Agency for comment.~~
- (8) ~~Open space shall include natural and landscaped areas, pedestrian plazas, courtyards, walkways, recreation areas and the like. Open space on the roof of a structure, including a parking structure, shall be permitted, provided that the open space requirement extends neither more than ten (10) feet nor more than one (1) story above the center-line elevation of the street.~~

(9) Uses with regular public access, such as retail, personal and business service establishments, restaurant uses, health clubs, or the accessory retail use of a boutique manufacturing business, shall be required on the ground floor of properties within the TOD District and located on South Main Street (north of Concord Street), Washington Street, and Monroe Street.

(10) External building modifications shall be in keeping with the design guidelines set forth in the *South Norwalk TOD Redevelopment Plan*. The elevations and details of a building's exterior, including signs, shall be referred to the Redevelopment Agency for comment.

D. Off-street parking and loading requirements. Notwithstanding the requirements of §§ 118-1200 through 118-1260, the following parking regulations apply within the TOD District.

(1) A building in existence at the time of adoption of this regulation may continue to be used without adequate parking and loading as required by §§ 118-1210 and 118-1260 of these regulations. However, should such building be increased in area or changed in use so as to require additional parking or loading, such additional parking or loading shall be determined by applying the standards set forth in this Section D and in §§ 118-1210 and 118-1260; except that a restaurant in existence as of July 1, 2005 shall not be required to provide additional parking for interior expansions within the existing gross restaurant floor area of one thousand (1,000) square feet or less. This provision shall apply to restaurant uses only and shall not apply to floor space devoted to mixed uses.

(2) The principal use and structure shall be located between the street and all parking facilities, with the following exceptions:

(a) Underground parking facilities, the roofs of which are less than three (3) feet above the center-line elevation of the street, shall be exempt from this requirement.

(b) Above-ground parking facilities on a lot within a flood zone or whose property line is within ten (10) feet of a flood zone is exempt from this requirement.

(c) Off-street parking structures, the roofs of which are more than three (3) feet above the center-line elevation of the street, and that are on a lot within the AE or VE flood zones or whose property line is within ten (10) feet of the AE or VE flood zones shall be set back a minimum of ten (10) feet from any property line. Off-street parking and loading facilities shall be effectively screened from adjacent streets and properties and landscaped with trees and shrubs within this setback. Architectural features, stoops, stairs, and terraces shall be allowed within this setback.

(d) All other off-street parking structures, the roofs of which are more than three (3) feet above the center-line elevation of the street, must be concealed by active or residential uses at the ground level.

(3) Parking facilities shall be required as follows:

(a) There are no minimum parking requirements for the redevelopment of a building listed on, or eligible for, the Connecticut State Register of Historic Places as a mixed use building.

(b) For all other buildings, the applicant must provide:

[1] One (1) parking space per dwelling unit plus additional spaces for a minimum ratio of 1.30 parking spaces per dwelling unit for multifamily and mixed-use development.

[2] One (1) parking space per two hundred (200) square feet of active commercial floor area for restaurant.

[3] One (1) parking space per one thousand (1,000) square feet of active floor area for industrial and boutique manufacturing.

[4] One (1) parking space per seven hundred fifty (750) square feet of active commercial floor area for commercial (including office, banks, and personal and business services) and retail space.

- [5] One (1) parking space per five (5) seats, based upon maximum seating capacity for theaters and auditoriums. Up to one hundred percent (100%) of the parking required for theaters and auditoriums may be met by the parking provided for the railroad station, provided that it can be sufficiently demonstrated to the satisfaction of the Norwalk Parking Authority that the theater and auditorium parking use occurs predominantly during the evening hours and weekends.
- [6] Parking for all other uses as determined by §§ 118-1220 Off-street Motor Vehicle Parking Requirements.
- (4) Notwithstanding any other parking requirements set forth in §§ 118-1200 through 118-1260 for individual land uses, when any land or building is used for two or more distinguishable purposes in a mixed use development, the minimum total number of parking spaces required to serve the combination of all uses shall be determined as follows:
- (a) Calculate the parking requirement for each use.
 - (b) The largest single parking requirement will be reduced by the percentage for the matching use as shown in the table in § 118-1260.E.
 - (c) For more than two uses, the largest single parking requirement will be reduced by the percentage for each matching use as shown in the table in § 118-1260.E.
- (5) Notwithstanding any other parking requirements set forth in §§ 118-1200 through 118-1260, the following provisions apply:
- (a) Required off-street parking may be located within 600 feet of the use within the TOD District.
 - (b) A Parking Management Plan for off-premises parking sites as provided for in E(5)(a) above shall be subject to approval by the Commission and the Zoning Inspector for number of spaces provided, accessibility, safety, convenience and ready identification.

fication. Any change to the location of off-premises parking must be approved by the Zoning Inspector.

(c) All required off-street parking and loading spaces must remain available as approved within the **Parking Management Plan** for the specifically designated uses and cannot be used by the developer, owner, or tenant for any other use than that for which it has been approved.

(d) Off street parking for residential developments may be provided through the use of permits in public parking lots or structures, valet parking, tandem spaces, compact and/or vehicle stacker devices or car-sharing services subject to approval by the Commission and submission of a Parking Management Plan.

(6) Off-street parking facilities, structures and driveways shall not be closer than ten (10) feet to a property line which abuts a residence zone.

E. Sign regulations. See §§118-1290 through 118-1295, except that three (3) theater marquees may be permitted in addition to other signs permitted under said sections. Each marquee shall not exceed one hundred fifty (150) square feet in area.

Amend Article 50 in the Table of Contents

Amend Article 50 in the Table of Contents for the Building Zone Regulations of the City of Norwalk, Connecticut to read as follows:

ARTICLE 50

Use Regulations Controlling Business Zones

- 118-500 East Avenue Village District.
- 118-501 Washington Street Design District.
- 118-502 Reed-Putnam Design District.
- 118-503 Executive Office Zone.
- 118-504 Central Business Design District.
- 118-505 Marine Commercial Zone.
- ~~118-506 SoNo Station Design District;~~
- 118-510 Neighborhood Business.
- ~~118-520 South Norwalk Business District;~~
- 118-521 Business Zones No. 1 Zone.
- 118-522 Business Zones No. 2 Zone.
- 118-530 Rowayton Avenue Village District
- 118-531 Silvermine Tavern Village District.
- 118-532 Golden Hill Village District.
- 118-533 Springwood-Whistleville Village District
- 118-540 TOD District.

Amend Article 20, Section 118-200

Amend Article 20, Section 118-200, Purpose and kinds of zones to revise subsection A. to read as follows:

A. For the purpose of promoting the health, safety, morals and general welfare of the community; for the purpose of lessening congestion in the streets, for the purpose of securing safety from fire, panic and other dangers; for the purpose of preventing the overcrowding of land and avoiding undue concentration of populations; for the purpose of facilitating adequate provision of transportation, water, sewerage, schools, parks and the public requirements; for the purpose of conserving the value of buildings and encouraging the most appropriate use of land throughout the city; for the purpose of providing for public health, comfort and general welfare in living and working conditions; for the purpose of regulating and restricting the location of trades and industries and the location of buildings designed for specified uses; for the purpose of regulating and limiting the height and bulk of buildings hereafter erected; and for the purpose of regulation and determining the area of yards, courts, and other open spaces for buildings hereafter erected, the City of Norwalk is hereby divided into ~~twenty-nine~~ **(29)** classes of zones:

AAA Residence Zones [Amended effective 6-24-1946]

AA Residence Zones [Amended effective 6-24-1946]

A Residence Zones

B Residence Zones

C Residence Zones

D Residence Zones

Executive Office Zone [Added effective 1-16-1987]

Business Zones No. 1 [Added effective 1-16-1987]

Business Zones No. 2 [Added effective 1-16-1987]

Rowayton Avenue Village District [Added effective 12-19-1969, Amended effective 6-27-2003]

East Avenue Village District [Added effective 7-25-1955; Amended effective 6-27-2003]

~~SoNo Station Design District [Added effective 8-24-1990]~~

Neighborhood Business Zone [Amended effective 1-16-1987]

~~South Norwalk Business District [Amended effective 1-16-1987, 10-1-1987]~~

Central Business Design District [Added effective 10-1-1987]

Marine Commercial Zone [Added effective 4-29-1988]

TOD District

Industrial No. 1 Zone [Amended effective 11-27-1991]
Restricted Industrial Zone [Added effective 10-16-1981]
Research and Development Zone
Island Conservation Zone [Added effective 1-22-1974]
Flood Zone A [Added effective 4-24-1978, amended effective 6-18-2010]
Flood Zone AE [Added effective 4-24-1978, amended effective 6-18-2010]
Flood Zone VE [Added effective 4-24-1978, amended effective 6-18-2010]
Washington Street Design District
Reed-Putnam Design District
Hospital Zone [Added effective 12-14-1992]
Silvermine Tavern Village District [Added effective 6-27-2008]
Golden Hill Village District [Added effective 1-29-2010]
~~Springwood-Whistleville Village District~~

Amend Article 20, Section 118-230

Amend Article 20, Section 118-230, Schedule limiting height & bulk of buildings and size of lot to revise subsection A. to read as follows:

§118-230 Schedule limiting height & bulk of buildings and size of lot.

The dimensional standards for lots and buildings shall be as given in the schedules, except as modified by the sections which follow. These schedules are hereby declared to be a part of these regulations.

**SCHEDULE LIMITING HEIGHT AND BULK OF BUILDINGS: COMMERCIAL AND INDUSTRIAL
CITY OF NORWALK
PART 1**

1		2	3	4	5	
HEIGHT		MINIMUM SIZE OF PLOT			YARDS	
ZONES	MAXIMUM	MINIMUM	AREA	WIDTH	FRONT	SIDE
South Norwalk Business District	12 stories & 150 feet	2 stories- and 25- feet, subject to 118-520 G(4)	None	None	35 feet from centerline, except where 25% of the length of the block front is occupied by buildings on the street line or within one foot of the streetline, then no setback will be required. Subject to Sect 118-1000B	None
Springwood-Whistleville Village District Subarea A	2 ½ stories and 35 feet, maximum of 38 feet to peak	None	5,000 sq. ft. 1 dwelling unit; 6,000 sq. ft. 2 dwelling units	50 ft.	35 feet from centerline along Lexington Avenue, Kossuth and Olean Streets; 30 feet along other streets, subject to Section 118-900F(1)	6 feet
Springwood-Whistleville Village District Subarea B	For buildings located within the first 100 feet of the property line on Lexington Avenue, 2 ½ stories and 35 feet, maximum of 38 feet to peak. For all other buildings, 3 ½ stories and 40 feet, maximum of 48 feet to peak.	None	5,000 sq. ft.	50 ft.	30 feet, subject to Section 118-900F(1)	6 feet
Springwood-Whistleville Village District Subarea C	3 ½ stories and 40 feet, maximum of 48 feet to peak	2 stories and 25 feet	None	None	None	None

6		7		8	9	10	11
		YARDS					
AGG. SIDE	REAR	MAXIMUM BLDG AREA	FLOOR AREA RATIO MAXIMUM	RECREATION AREA	RESIDENTIAL DENSITY		
None	On interior lots, 10% need not exceed 10 feet beginning at second story sill level or more than 20 feet above centerline elevation of the street. None required on corner lots.	On interior lots, 90% beginning on second story sill level or more than 20 feet above centerline elevation of the street			1,650 sq. ft. of lot area per dwelling unit; 795 sq. ft. of lot area per dwelling unit for developments of 19 units or less, as per Section 118-520 (C)(1)		
None	15 feet	35%	0.4	None	None		
None	15 feet	35% for buildings, 80% for buildings and parking, 20% open space	0.5; with bonus: 0.7	100 sq. ft. per dwelling unit	2,500 sq. ft.; with bonus, 1,650 sq. ft. per dwelling unit		
None	10 feet	90% for buildings and parking, 10% open space	3.0	None	None		

**SCHEDULE LIMITING HEIGHT AND BULK OF BUILDINGS: COMMERCIAL AND INDUSTRIAL
CITY OF NORWALK
PART 2**

ZONES	1 HEIGHT		2 MINIMUM SIZE OF PLOT		4 YARDS	
	MAXIMUM	MINIMUM	AREA	WIDTH	FRONT	
SoNo-Station Design District	7-stories and 80 feet for commuter parking garage; 4 stories and 45 feet for all other structures	2 stories or 25 feet for buildings within 200 feet of a public street; except for railroad station building	2 acres	None	None	
TOD District	If lot is less than or equal to 1/2 acre then the maximum building height is <u>3 1/2 stories/45 feet</u>. If lot is greater than 1/2 acre, then the maximum building height is <u>5 stories/65 feet</u> subject to § 118-540 B.1.(r)(1-2) and § 118-540 C.2 The height of buildings along South Main Street and Chestnut Street, from the centerline of Henry Street to the southern boundary of the TOD District, is limited to <u>3 1/2 stories/45 feet</u>. The height of buildings within the Webster Street Block is limited to <u>8 stories/96 feet</u> within the core and <u>5 stories/65 feet</u> along the perimeter with a <u>10' setback</u> from the principal facade after the fourth story. A commuter parking garage within <u>1/4 mile</u> of the South Norwalk Rail Station may be <u>6 stories/72 feet</u>. Height shall be above base flood elevation in a flood zone and otherwise calculated as provided in §118-100. Definitions: "Height of Building."	2 stories or 25 feet for buildings within 200 feet of a public street; except for railroad station building	9,750 sq ft minimum lot size	No minimum width	<u>Minimum setback is 0 feet from the property line or designated building line.</u> <u>Maximum setback of 15 feet from the property line or designated building line.</u> <u>On South Main Street, from the centerline of Henry Street to the southern boundary of the TOD District, the principal facade of the building shall be set back 50 feet from the centerline of South Main Street or from an established building line.</u> <u>The building line is as designated by the Zoning Commission or City Council.</u> <u>On the perimeter of the Webster Street Block, buildings must be set back 10' from the property line.</u>	

Note: Special Permit required for multifamily and mixed use developments in order to obtain increased height, density, coverage, FAR, etc.

5		6	7	8	9	10	11	12
		YARDS						
SIDE		AGG. SIDE	REAR	MAXIMUM BLDG AREA	FLOOR AREA RATIO MAXIMUM	RECREATION AREA	RESIDENTIAL DENSITY	PARKING RATIO
None		None	None	50% for buildings; 90% for buildings and parking; 30% open space	1-5	450 sq ft per dwelling unit may include balconies, courtyards, indoor recreational facilities, landscaped roofs and outdoor recreational areas	1 dwelling per 1,000 sq ft of land area	
None except where lot abuts residence zone, then 10 feet		None except where lot abuts residence zone, then 10 feet	10 feet except where lot abuts a residential zone, then 10 feet per story or 20 feet, whichever is greater	50% for buildings; 90% for buildings parking ¹ , pedestrian circulation, and service areas 10% for landscaped open space, or plazas		100 square feet per dwelling unit may include balconies, courtyards, indoor recreational facilities, landscaped roofs and outdoor recreational areas	500 square feet of lot area per dwelling unit subject to §118-1050 Workforce Housing Regulation, Multifamily and mixed use developments subject to § 118-540 B.1.(r)(1-2)	1.30 spaces per residential unit 1 space per 750 sf/ commercial/ retail 1 space per 200 sf restaurant 1 space per 1,000 sf industrial/ boutique manufacturing
1. Roof terraces and gardens above parking do not count towards the building coverage limitations on parking.								

Delete Article 50, Section 118-506

Delete Article 50, Section 118-506, SoNo Station Design District.

Delete Article 50, Section 118-520

Delete Article 50, Section 118-520, South Norwalk Business District.

Amend Article 50, Section 118-505

Amend Article 50, Section 118-505, Marine Commercial Zone to revise subsection A. Purpose and Intent to read as follows:

A. Purpose and intent.

- (1) The purpose of this regulation is to protect Norwalk's highest concentration of marine industries by preserving and enhancing existing water-dependent land uses and encouraging development which is compatible with the area's role as an active commercial harbor. The retention of existing boatyards, marinas and recreational and commercial fishing enterprises is essential to ensure that existing navigational channels are maintained and to preserve Norwalk's role as a seaport community and a regional port facility. The proximity of active navigational channels providing access to Long Island Sound render the property within this district suitable for all types of water-dependent uses. Mixed use developments, such as complexes of offices, restaurants, shops, parks, promenades and residences, which contribute to the preservation and enhancement of these water-dependent uses and which comply with established waterfront design guidelines are allowed by Special Permit.

- (2) In addition, the regulation seeks to encourage strong linkages between the waterfront and the ~~TOD District South Norwalk Business District~~. The provision of public access along the water's edge and the development of complementary uses and activities on the waterfront will serve to integrate the area with the Washington Street Historic District, the Maritime Center and adjacent residential neighborhoods. Within East Norwalk, the regulation seeks to promote the unified development of Cove Marina, so called, in a manner compatible with the Marina, restaurant and other existing uses as well as the recreational uses on adjacent parkland. [Amended effective 7-24-1992]

Amend Article 75, Section 118-750

Amend Article 75, Section 118-750, Mixed-use developments to revise subsection B. Regulations to read as follows:

B. Regulations.

- (1) Mixed-use development shall be permitted by site plan review in accordance with the provisions of § 118-1451 and shall comply with the additional standards set forth herein:
- (a) This regulation shall apply to mixed-use development permitted in Executive Office, Business No. 1, and Business No. 2, Zones and in the ~~TOD District South Norwalk Business District~~. [Amended effective 10-1-1987; effective 6-28-1991; effective 11-27-1991]

Amend Article 80, Section 118-810

Amend Article 80, Section 118-810, General provisions relative to area & height regulations to revise subsection C. to read as follows:

C. One- and two-family dwellings in D Residence Zones shall be erected in conformity with the requirements of the C Residence Zones. One- and two-family dwellings in Neighborhood Business Zones, South Norwalk Business Districts and in Industrial Zones shall be erected in conforming with the requirements of the C Residence Zones, except that the buildings need not be set back from the property line more than required to keep the thirty-five (35) feet from the center line of the street or streets on which the lot may abut of front. [Amended effective 7-30-1982; effective 1-16-1987; effective 10-1-1987; effective 11-29-1991; effective 5-26-2000]

Amend Article 101, Section 118-1050

Amend Article 101, Section 118-1050, Workforce Housing Regulation to revise subsection C. Regulations for Workforce Housing to read as follows:

C. Regulations for Workforce Housing.

- (1) Applicability: The workforce housing regulations shall apply to all multifamily and mixed-use development of twenty (20) or more units in the following zones, in accordance with these workforce housing regulations [Amended effective 11-27-2009; 1-29-2010; 7-27-2012];

D Residence Zones

Hospital Zone

Executive Office Zone

Business Zones No. 1
Business Zones No. 2
Golden Hill Village District
Rowayton Avenue Village District
~~SoNo Station Design District~~
Neighborhood Business Zone
~~South Norwalk Business District~~
Central Business Design District
Marine Commercial Zone
TOD District, for multifamily and mixed-use development of twelve (12) or more units
Washington Street Design District
Reed-Putnam Design District
Commercial Planned Residential Development
Industrial No. 1 Zone
Light Industrial Zone No. 2
Restricted Industrial Zone

Amend Article 101, Section 118-1050

Amend Article 101, Section 118-1050, Workforce Housing Regulation to revise subsection D. Bonus Provisions to read as follows:

D. Bonus Provisions.

- (1) Where the workforce housing units are located in one of the zones listed below and constructed on the same site and as an integral part of a new market rate development, the Commission shall allow an increase in the permitted number of dwellings (density) by not more than twenty percent (20%), provided that such bonus units shall comply with the bonus unit criteria shown below:

Central Business Design District

~~SoNo Station Design District~~

~~South Norwalk Business District~~

~~Neighborhood Business Zone~~

TOD District

~~Washington Street Design District~~

~~Reed-Putnam Design District~~

DENSITY BONUS PROVISIONS	MAXIMUM HOUSEHOLD INCOME CRITERIA	RATIO OF BONUS MARKET RATE UNITS TO BONUS WORKFORCE UNITS
Up to 20% Additional Bonus Density	60% of State Median Income	2 market rate: 1 workforce unit
	80% of State Median Income	1.5 market rate: 1 workforce unit
	Preservation of Existing Affordable	2 market rate: 1 preserved unit

Amend Article 101, Section 118-1050

Amend Article 101, Section 118-1050, Workforce Housing Regulation to revise subsection E. Additional Standards to read as follows:

- (1) Workforce Housing Affordability Plan: Workforce housing units shall be reasonably dispersed throughout the development and shall contain, on average, the same number of bedrooms

and the same quality of construction as the other units in the development, as detailed in an Affordability Plan submitted by the applicant. Such plan may allow for equity sharing.

- (2) Workforce housing units shall be developed simultaneously with or prior to the development of the other units.
- (3) Workforce Housing Deed Restrictions: In order to maintain workforce housing units as affordable in perpetuity for workforce households, the following restrictions shall apply:
 - (a) Workforce housing units for sale shall be restricted by title to require that, in the event of any resale by the owner or any successor, the resale price shall not exceed the then maximum sales price for said workforce housing unit, as determined in accordance with Subsection C(8) above or the sum of the original purchase price and the cost of any documented fixed improvements made by the owner, whichever is greater.
 - (b) Workforce housing units for rent shall be restricted by title to require that the rents for said units shall not exceed the maximum rent as determined in accordance with Subsection C(9) above.
 - (c) Such deed-restricted units will be registered as such on an inventory kept by the Norwalk Planning & Zoning Department.
- (4) Where these regulations result in a fraction, the result shall be rounded up to the nearest whole number.

Amend Article 101, Section 118-1050

Amend Article 101, Section 118-1050, Workforce Housing Regulation to revise table Bonus Density for Multifamily Development by Zoning District to read as follows:

ZONE	EXISTING DENSITY FOR MULTIFAMILY DEVELOPMENT	DENSITY WITH BONUS
Solo-Station-Design-District	48-units/acre 1,000-sf-of-lot-per-dwelling-unit	10%-48-units/acre 20%-52-units/acre 30%-56-units/acre

South Norwalk- Business District	26 units/acre 1,650 sf of lot per dwelling unit	40% 29 units/acre 20% 32 units/acre 30% 34 units/acre
Central Business Design District	54 units/acre 800 sf of lot area per du Subareas A/B 29 units/acre 1,300 sf of lot area per du Subarea C	10% 60 units/acre Subareas A & B 37 units/acre Subarea C 20% 65 units/acre Subareas A & B 40 units/acre Subarea C 30% 71 units/acre Subareas A & B 43 units/acre Subarea C
Washington Street Design District	No density limit: 600 sq ft of building area devoted to such uses	
TOD District	No limit on number of units: 500 sq. ft of lot area per dwelling unit	
Reed-Putnam Design District	62 units/acre 700 sf of lot area Subarea D 29 units/acre 1,500 sf of lot area Subareas C & E	10% 69 units/acre Subarea D 32 units/acre Subareas C & E 20% 75 units/acre Subarea D 35 units/acre Subareas C & E 30% 81 units/acre Subarea D 38 units/acre Subareas C, & E

Delete Article 120, Section 118-1220

Delete Article 120, Section 118-1220, Section M. Municipal parking in South Norwalk.

Amend Article 121, Section 118-1295

Amend Article 121, Section 118-1295, District sign regulations to revise subsection E. Signs in Washington Street Design District to read as follows:

E. Signs in Washington Street Design District and the TOD District. Signs in this district shall maintain and enhance the symmetry of the building façade, shall be aligned with and compatible to signage pertinent to other businesses in the same or adjacent buildings and shall avoid covering or overlapping architectural features of the building, subject to the following provisions:

Delete Article 121, Section 118-1295

Delete Article 121, Section 118-1295, District sign regulations subsection K. Signs in South Norwalk Business District.

**Prepared for the Norwalk Redevelopment Agency
by THE CECIL GROUP • FXM ASSOCIATES**

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting:

August 9, 2016

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

**James Cahn, Zoning Commission, Regular
Cindy Cossuto, Zoning Commission, Alternate**

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

- 1. RESOLVED, that a sum not to exceed \$6,128 be and the same is hereby transferred to the Police Department Special Services Division overtime and Federal Reimbursements due to Increased Estimated Revenues.**

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize the purchasing agent to execute a purchase order on behalf of the Police Department to Arms Unlimited for the purchase of 57 new Trijicon rifle optics for an amount not to exceed \$22,462.00.

Account #9133010-5777-c0436.

B. FINANCE COMMITTEE

1. Resolution approving a special capital appropriation in the amount of \$200,000 to fund the Veteran's Memorial Park Launch Ramps & Visitor Dock Improvements (09176030-5777-C0367) and authorizing the issuance of \$200,000 general obligation bonds of the city to meet said appropriation.

C. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Approve the Master Plan of Ryan Park as presented and advance to Final Design and construction documents project funded through Redevelopment.
2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Punch Gym for the use of Cranbury Park Pavilion 1 and immediate surrounding grounds for the Battle of the Belles to be held Sunday, October 23, 2016 from 7:00 AM – 6:00 PM. Estimated attendance 100.
3. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Greenwich Kennel Club and the Longshore Southport Kennel Club for the use of Taylor Farm for the 84th Greenwich Kennel Club AKC Dog Show to be held Saturday, June 10, 2017 and Sunday, June 11, 2017 from 8:00 AM – 6:30 PM each day. Set up to take place Wednesday, June 7, 2017 at 6:00 AM with tear down no later than Monday, June 12, 2017 at 12:00 Noon. Estimated attendance 1,000.
4. Approve the use of the Show Mobile by the Norwalk Seaport Association for the Oyster Festival to take place Thursday, September 8, 2016 through Monday, September 12, 2016.
5. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Stepping Stones Museum for the use of Mathews Park for a Worldwide Day of Play to be held Saturday, September 17, 2016 from 8:00 AM – 5:00 PM. Estimated attendance 3,000.
- 6a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Sport-Tech Construction Corporation project #3705 Turf and Field Renovation at Brien McMahon High School for a sum not to exceed \$946,500.00.

Account # 0917-6030-5777-C0568

- 6b. Authorize the Director of Recreation and Parks to issue change orders for project #3705 Turf and Field Renovation at Brien McMahon High School for a sum not to exceed \$94,650.00.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**AUGUST 23, 2016
COUNCIL CHAMBERS**

Account # 0917-6030-5777-C0568

7. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Field Turf (A Tarkett Sports Company) for the purchase of Field Turf XT-57, 2.25" for a sum not to exceed \$617,828.76.

Account # 0917-6030-5777-C0568

- 8a. Authorize the Mayor, Harry W. Rilling to enter into an agreement with L. Holzner Electric Company for project #3687 Veterans Memorial Park Launch Ramps & Visitors Docks Improvements for a sum not to exceed \$2,118,900.

Account # 916-6030-5777-C0367 and 0917-6030-5777-C0367

- 8b. Authorize the Director of Recreation and Parks to issue change orders for project #3687 Veterans Memorial Park Launch Ramps and visitors Docks Improvements for a sum not to exceed \$60,000.

Account # 0917-6030-5777-C0367

D. PLANNING COMMITTEE

1. Approve the South Norwalk Transit Oriented Development Redevelopment Plan as dated August 2016.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**AUGUST 23, 2016
COUNCIL CHAMBERS**

APPOINTMENTS

ZONING COMMISSION

M/C

Nwtk. Code 79

JAMES CAHN (R)

12 Union Avenue
Norwalk, CT 06851

Term Expires - 07/01/2019
Regular

CINDY M. COSSUTO (R)

200 North Taylor Avenue
Norwalk, CT 06854

Term Expires - 07/01/2018
Alternate
Replaces M. Witherspoon

**ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO
APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND
OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS
ARE SUBJECT TO THE AVAILABILITY OF FUNDS**

Mayor Rilling called the meeting to order at 7:30 p.m. and led those present in reciting the Pledge of Allegiance.

Ms. King, the City Clerk, read the notice stating that the meeting was being videotaped and audio recorded for public broadcast. She also stated that assisted listening devices were available.

I. ROLL CALL

Ms. King called the roll.

Council at Large:	Mr. Michael Corsello Mr. Nick Sacchinelli	Mr. Douglas Hempstead Mr. Bruce Kimmel, Council President
District A:	Ms. Eloisa Melendez	Mr. Steven Serasis
District B:	Ms. Phaedrel Bowman	Mr. Travis Simms
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Ms. Shannon O'Toole-Giandurco	Mr. Michael DePalma
District E:	Mr. John Ignéri	

There was a quorum of thirteen (13) present and two (2) absent (Bonenfant, Livingston).

Ms. Maggio left the meeting at 7:31 p.m.

II. ACCEPTANCE OF MINUTES

Regular Meeting:

July 12, 2016

**** MR. SIMMS MOVED TO APPROVE THE MINUTES OF THE JULY 12, 2016
REGULAR MEETING.**

**** THE MOTION TO APPROVE THE MINUTES OF THE JULY 12, 2016
REGULAR MEETING AS SUBMITTED PASSED WITH ELEVEN (11) IN
FAVOR (CORSELLO, HEMPSTEAD, SACCHINELLI, KIMMEL, MELENDEZ,
SERASIS, BOWMAN, SIMMS, KYDES, O'TOOLE-GIANDURCO, AND
IGNERI) AND ONE ABSTENTION (DEPALMA).**

IV. MAYOR:

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Paul Cifatte, Oak Hills Park Authority

Mayor Rilling announced that Mr. Cifatte had submitted his resignation from the Oak Hills Park Authority.

Ms. Maggio rejoined the meeting at 7:32 p.m.

APPOINTMENTS: Benjamin Luce, Purchasing Agent.

**** MR.IGNERI MOVED TO APPROVE THE APPOINTMENT OF BENJAMIN LUCE AS PURCHASING AGENT.**

Mr. Igneri said that Mr. Luce has great credentials for the job and added that he hoped that Mr. Luce would be able to purchase new air conditioning units for City Hall .

Mayor Rilling said that he knew that there was a staffing shortage in the Purchasing Department. He would like to acknowledge Assistant Purchasing Agent for holding the fort down during this time of transition.

**** THE MOTION TO APPROVE THE APPOINTMENT OF MR. BENJAMIN LUCE AS PURCHASING AGENT PASSED UNANIMOUSLY.**

Mayor Rilling said that he had accidentally skipped the Public Participation.

III. PUBLIC PARTICIPATION

Ms. King called the first speaker, Ms. Elsa Peterson Obuchowski, forward.

Ms. Elsa Peterson Obuchowski came forward and introduced herself to the Council. She stated that she was a member of the Oak Hills Park Authority and said she was also the chair for the Oak Hills Park Nature Advisory Committee. She said that the Council would be voting on the vendor for the Oak Hills Park Golf Course. Ms. Obuchowski said she wanted to remind the Council Members that there would soon be a vendors bid on the garden area, which are currently two fields of weeds. Those will be made into a Great Lawn and a garden where people can come for events and exercise.

The Nature Advisory Committee has worked closely with the landscape architect; the vendor; Mr. Schell, and Mr. Lo among others. Everyone is excited about making the nature trails accessible and having a planting plan which emphasizes native, drought tolerant, disease resistant, sustainable plants. The Advisory Committee would like to promote the use of those garden areas for educational and cultural events. This will allow the park to be enjoyed by everyone in the community.

Ms. Obuchowski said that she would like to thank Mr. Cifatte, who was resigning, along with the Authority. She said that she had enjoyed working with Mr. Cifatte in the past. She concluded her remarks by thanking the Council for their time.

Mayor Rilling asked if there was anyone else present who wished to address the Council. No one came forward. Mayor Rilling then closed the Public Participation portion of the meeting.

APPOINTMENTS CONT'D.

Michael Witherspoon, Zoning Commission, Regular

Mayor Rilling said that Mr. Witherspoon has been serving as a Alternate Zoning Commissioner and was now being presented as a candidate for a Regular Zoning Commissioner seat.

**** MR. SIMMS MOVED TO APPROVE THE APPOINTMENT OF MICHAEL WITHERSPOON AS A REGULAR ZONING COMMISSIONER.**

Mr. Simms said that he has known Mr. Witherspoon for many years. He is also a practicing real estate attorney in Norwalk.

Mayor Rilling agreed with Mr. Simms' comments.

**** THE MOTION TO APPROVE THE APPOINTMENT OF MICHAEL WITHERSPOON AS A REGULAR ZONING COMMISSIONER PASSED UNANIMOUSLY.**

Lou Schulman, Zoning Commission, Regular

**** MR. KIMMEL MOVED TO APPROVE THE APPOINTMENT OF LOU SCHULMAN AS A REGULAR ZONING COMMISSIONER.**

Mr. Kimmel spoke of Mr. Shulman's long service as the head of the Norwalk Transit District and noted the fact that Mr. Shulman had recently retired from that position.

Mr. Hempstead said that he had known Mr. Shulman for a long time. He said that there was no one who knows Norwalk as well as Mr. Shulman.

Mr. Serasis said that he did not know Mr. Shulman very well, but has known him for years. However, Mr. Serasis said that he had ridden the bus for a year and found all the bus drivers to be considerate and helpful. It was a well run transit system.

The Mayor agreed with the Council Members' comments.

**** THE MOTION TO APPROVE THE APPOINTMENT OF LOU SCHULMAN AS A REGULAR ZONING COMMISSIONER PASSED UNANIMOUSLY.**

James Cahn, Zoning Commission, Regular

**** MR. KIMMEL MOVED TO TABLE THE APPOINTMENT OF JAMES CAHN AS REGULAR ZONING COMMISSIONER TO NEXT MEETING.**

**** THE MOTION TO TABLE THE APPOINTMENT OF JAMES CAHN AS REGULAR ZONING COMMISSIONER TO NEXT MEETING PASSED WITH TWELVE (12) IN FAVOR (KIMMEL CORSELLO, SACCHINELLI, MELENDEZ, SERASIS, BOWMAN, SIMMS, KYDES, O'TOOLE-GIANDURCO, DEPALMA, MAGGIO AND IGNERI) AND ONE (1) OPPOSED (HEMPSTEAD).**

Galen Wells, Zoning Commission, Alternate

**** MS. MELENDEZ MOVED TO APPROVE THE APPOINTMENT OF GALEN WELLS AS AN ALTERNATE TO THE ZONING COMMISSION.**

Ms. Melendez spoke about Ms. Wells' qualifications for the Zoning Commission. Mr. Ignieri also expressed his approval of the appointment.

Mayor Rilling commented that he believed Ms. Wells had served on the Zoning Commission in the past.

**** THE MOTION TO APPROVE THE APPOINTMENT OF GALEN WELLS AS AN ALTERNATE TO THE ZONING COMMISSION PASSED UNANIMOUSLY.**

Cindy Cossuto, Zoning Commission, Alternate

**** MR. KIMMEL MOVED TO TABLE THE APPOINTMENT OF CINDY COSSUTO AS AN ALTERNATE TO THE ZONING COMMISSION TO NEXT MEETING.**

**** THE MOTION TO TABLE THE APPOINTMENT OF CINDY COSSUTO AS AN ALTERNATE TO THE ZONING COMMISSION TO NEXT MEETING PASSED WITH ELEVEN (11) IN FAVOR (KIMMEL CORSELLO, SACCHINELLI, MELENDEZ, SERASIS, BOWMAN, SIMMS, KYDES, O'TOOLE-GIANDURCO, DEPALMA, AND IGNERI) AND TWO (2) OPPOSED (MAGGIO HEMPSTEAD).**

Nora King, Planning Commission

**** MR. IGNERI MOVED TO APPROVE THE APPOINTMENT OF NORA KING TO THE PLANNING COMMISSION.**

Mr. Igneri spoke about Ms. King's qualifications for her appointment to the Planning Commission.

Mayor Rilling agreed with Mr. Igneri's comments.

**** THE MOTION TO APPROVE THE APPOINTMENT OF NORA KING TO THE PLANNING COMMISSION PASSED UNANIMOUSLY.**

George Tsiranides, Planning Commission

**** MR. KYDES MOVED TO APPROVE THE APPOINTMENT OF GEORGE TSIRANIDES TO THE PLANNING COMMISSION.**

Mr. Kydes spoke about Mr. Tsiranides' qualifications for her appointment to the Planning Commission.

Ms. Maggio also spoke in favor of Mr. Tsiranides' appointment and thanked him for being willing to serve.

Mr. Igneri agreed with Mr. Kydes and Ms. Maggio, as did the Mayor.

**** THE MOTION TO APPROVE THE APPOINTMENT OF GEORGE TSIRANIDES TO THE PLANNING COMMISSION PASSED UNANIMOUSLY,**

Glenn Iannacone, Historical Commission

**** MR. HEMPSTEAD MOVED TO APPROVE THE APPOINTMENT OF GLENN IANNAZONE TO THE HISTORICAL COMMISSION.**

Mr. Hempstead spoke about Mr. Iannacone's passion for Norwalk's History.

Ms. O'Toole-Giandurco said Mr. Iannacone had also retired and was serving Norwalk.

Mayor Rilling agreed and said that he had spoken with Mr. Iannacone during the Mayor's Walk.

**** THE MOTION TO APPROVE THE APPOINTMENT OF GLENN IANNAZONE TO THE HISTORICAL COMMISSION PASSED UNANIMOUSLY.**

MAYOR'S REMARKS

The Mayor congratulated Cal Ripken Norwalk U10 team for their continued success in FL.

On Saturday, August 13th, “Walk with Us” will be meet at Naramake School to walk the East Norwalk Route.

There will be a “Hands for Life” CPR Training at Calf Pasture Beach before the Concert.

On August 16th, the State of CT will hold a public information meeting about the upcoming Merritt Parkway West Rocks Bridge repair work.

The Citizen’s Police Academy will run every Monday and Wednesday evening for six weeks starting on Sept. 24th. Advanced registration is required. Space is limited.

Mr. Serasis then listed a number of upcoming concerts at Calf Pasture Beach and the Open Mic Night at Freese Park along with other events.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Kimmel said that they would be adding an item to the agenda called the Sound of Norwalk.

The recent tax sale had generated approximately \$2.2 million dollars in income for the City of Norwalk.

The City was able to refund several bonds and reduce the amount of debt service. He said that the bond rating allows the City to do a number of projects with a lower interest rate.

Mr. Kimmel said he wanted to give a shout out to the Manresa Island group that will be doing some serious consideration about the 125 acres on Manresa Island that have been condemned.

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

Authorization to Settle Claim: Charles Chester v. City of Norwalk

Mr. Serasis recused himself at 8:23 p.m.

**** MR. KIMMEL MOVED THE AUTHORIZATION TO SETTLE CLAIM:
CHARLES CHESTER V. CITY OF NORWALK.
** THE MOTION PASSED UNANIMOUSLY.**

Mr. Serasis returned to the meeting at 8:24 p.m.

CONSENT CALENDAR:

**** MS. O'TOOLE-GIANDURCO MOVED THE FOLLOWING ITEMS AS THE
CONSENT CALENDAR:**

VI. B. BOARD OF ESTIMATE AND TAXATION

**1. RESOLVED, THAT A SUM NOT TO EXCEED \$8,557 BE AND THE
SAME IS HEREBY TRANSFERRED FROM INCREASED ESTIMATED
REVENUES TO THE POLICE DEPARTMENT TO COVER THE COST OF
POLICE SPECIAL SERVICES OVERTIME WORK ON STATE AND
FEDERAL CASES.**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

**1A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO
AN AGREEMENT WITH GORDON FINE ARTS FOR THE USE OF 50
WASHINGTON PLAZA, WASHINGTON STREET, NORTH/SOUTH MAIN
AND SURROUNDING STREETS, ALONG WITH VETERANS PARK
(PARKING) FOR AN ARTS FESTIVAL TO BE HELD SATURDAY, AUGUST
5, 2017, 10:00 AM – 9:00 PM AND SUNDAY, AUGUST 6, 2017, 10:00 AM –
6:00 PM. SET UP TO TAKE PLACE 5:30 AM SATURDAY, AUGUST 5, 2017
WITH TEAR DOWN NO LATER THAN 8:00 PM SUNDAY, AUGUST 6, 2017.
ESTIMATED ATTENDANCE 7,500.**

**1B. AUTHORIZE GORDON FINE ARTS THE USE OF THE SHOW
MOBILE FOR THE ARTS FESTIVAL TO TAKE PLACE SATURDAY,
AUGUST 5, 2017 AND SUNDAY, AUGUST 6, 2017 ON WASHINGTON
STREET.**

**2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO
AN AGREEMENT WITH GORDON FINE ARTS FOR THE USE OF
MATHEWS PARK FOR THE NORWALK ART FESTIVAL TO BE HELD
SATURDAY, JUNE 24, 2017 AND SUNDAY, JUNE 25, 2017 FROM 10:00 AM
– 5:00 PM EACH DAY. SET UP TO TAKE PLACE FRIDAY, JUNE 23, 2017
AT 6:00 AM WITH TEAR DOWN NO LATER THAN 12:00 NOON ON
MONDAY, JUNE 26, 2017. ESTIMATED ATTENDANCE 750.**

**3. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN
AGREEMENT WITH NEW ENGLAND AUTO MUSEUM TO USE**

MATHEWS PARK FOR A FATHER'S DAY CAR SHOW TO BE HELD SUNDAY, JUNE 18, 2017 FROM 9:00 AM – 4:00 PM. SET UP TO TAKE PLACE SUNDAY, JUNE 18, 2017 AT 8:00 AM WITH TEAR DOWN NO LATER THAN 12:00 NOON ON MONDAY, JUNE 19, 2017. ESTIMATED ATTENDANCE 1,000.

4. AUTHORIZE THE MAYOR HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH WOLFPIT SCHOOL PTO TO USE THE GROUNDS OF WOLFPIT SCHOOL FOR A PUMPKIN FESTIVAL TO BE HELD SATURDAY, OCTOBER 8, 2016 FROM 8:00 AM – 5:00 PM WITH A RAIN DATE OF SUNDAY, OCTOBER 9, 2016. ESTIMATED ATTENDANCE 1,000.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH THE HUMAN SERVICES COUNCIL FOR THE USE OF TAYLOR FARM FOR A KIDZFEST TOUCH A TRUCK & MORE TO BE HELD SATURDAY, OCTOBER 8, 2016 FROM 10:00 AM – 3:00 PM. SET UP TO TAKE PLACE FRIDAY, OCTOBER 7, 2016 AT 12:00 NOON WITH TEAR DOWN NO LATER THAN 12:00 NOON ON SUNDAY, OCTOBER 9, 2016. ESTIMATED ATTENDANCE 500+.

6A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH RICCIO LANDSCAPING LLC PROJECT #3692 FLAX HILL PARK UTILITY IMPROVEMENTS FOR A SUM NOT TO EXCEED \$42,850.00. ACCOUNT #0915-6030-5777-C0178.

6B. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS TO PROJECT #3692 FLAX HILL PARK UTILITY IMPROVEMENTS FOR A SUM NOT TO EXCEED \$4,280.00. ACCOUNT #0915-6030-5777-C0178, 016031-5585.

7. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO M.E. O'BRIEN & SONS, INC. (SOLE SOURCE) FOR A NEW CALF PASTURE BEACH PLAYGROUND EQUIPMENT FOR A SUM NOT TO EXCEED \$69,639.00. ACCOUNT #0917-6030-5777-C0364.

8. AUTHORIZE THE PURCHASING DIRECTOR TO ISSUE A PURCHASE ORDER TO CONCRETE CREATIONS, LLC PROJECT #3694 INSTALLATION OF PLAYGROUND EQUIPMENT – CALF PASTURE BEACH FOR A SUM NOT TO EXCEED \$22,000. ACCOUNT #0917-6030-5777-C0364.

B. FINANCE COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: JULY 14, 2016.

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED JULY 14, 2016.

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: JUNE 30, 2016.

5. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS IN ACCORDANCE WITH CITY PROCUREMENT GUIDELINES FOR THE SUPPLY OF PERSONAL COMPUTERS WORKSTATIONS, LAPTOPS, RUGGEDIZED DATA TERMINALS, TABLETS, PRINTERS, AND OBSOLETE ASSET DISPOSAL ACCORDING TO CITY IT DEPARTMENT SPECIFICATIONS FOR AN AMOUNT NOT TO EXCEED \$151,813.60, ACCOUNT 09170600-5777-C0375 (BUDGETED IT CAPITAL ITEM; NO SPECIAL APPROPRIATION REQUIRED).

6. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS TO EPLUS TECHNOLOGY (STATE OF CT CONTRACT 12PSX0431) FOR THE PROCUREMENT OF CISCO LAN SWITCHES FOR CITY HALL & HEALTH DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$50,000. ACCOUNT 09170600-5777-C0375 (BUDGETED IT CAPITAL ITEM; NO SPECIAL APPROPRIATION REQUIRED).

C. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. APPROVE THE HEALTH DEPARTMENT FEE SCHEDULE AS SET BY THE DIRECTOR OF HEALTH WITH THE CONCURRENCE OF THE BOARD OF HEALTH AT THEIR JUNE 28, 2016 MEETING.

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT FUNDS FROM THE STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH TO IMPLEMENT A LEAD POISON PREVENTION PROGRAM FOR THE PERIOD JULY 1, 2016 TO JUNE 30, 2017 IN THE AMOUNT OF \$16,406.

2B. AUTHORIZE THE MAYOR, HARRY W. RILLING; TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT A LEAD POISON PREVENTION PROGRAM FOR THE PERIOD JULY 1, 2016 TO JUNE 30, 2017.

3A. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER, ON BEHALF OF THE NORWALK POLICE DEPARTMENT, TO CROWLEY FORD, FOR THE PURCHASE OF 2-2017 FORD FUSIONS, FOR THE AMOUNT NOT TO EXCEED \$37,000. ACCOUNT # 01353-5731.

3B. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER, ON BEHALF OF THE NORWALK POLICE DEPARTMENT, TO FLEET AUTO SALES FOR THE UPFIT OF 2-2017 FORD FUSIONS, FOR THE AMOUNT NOT TO EXCEED \$7000. ACCOUNT # 01353- 5731.

4A. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER, ON BEHALF OF THE NORWALK POLICE DEPARTMENT, TO MHQ, THE LOW BIDDER, FOR THE PURCHASE OF EIGHT 2017 FORD UTILITY INTERCEPTORS, FOR THE AMOUNT NOT TO EXCEED \$228,000. ACCOUNT #013053-5731

4B. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER, ON BEHALF OF THE NORWALK POLICE DEPARTMENT, TO FLEET AUTO SUPPLY, THE LOW BIDDER, FOR THE UP-FIT (EMERGENCY LIGHTING/PRISONER CAGE/GRAPHICS) FOR 8- 2017 POLICE UTILITY INTERCEPTORS, FOR THE AMOUNT NOT TO EXCEED \$99,000.

4C. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER, ON BEHALF OF THE NORWALK POLICE DEPARTMENT, TO MOTOROLA, THE LOW BIDDER, FOR THE MOBILE RADIOS FOR EIGHT 2017 FORD UTILITY POLICE INTERCEPTORS, FOR THE AMOUNT NOT TO EXCEED \$39,000. ACCOUNT #013053-5731

5. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A PURCHASE ORDER, ON BEHALF OF THE NORWALK POLICE DEPARTMENT, TO MAX BMW MOTORCYCLES, FOR THE PURCHASE OF 2-2016 BMW MOTORCYCLES, FOR THE AMOUNT NOT TO EXCEED \$40,000. ACCOUNT # 01353-5731.

D. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO BRIDGE-HAVEN FORD TRUCK SALES INC. DBA GABRIELLI TRUCK SALES OF MILFORD FOR THE PURCHASE OF TWO (2) 2015 MACK GU712 PLOW TRUCKS FOR A SUM NOT TO EXCEED \$428,924.00.

ACCOUNT NO. 0916 4031 5777 C0313

ACCOUNT NO. 0917 4031 5777 C0313

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH MCVAC ENVIRONMENTAL SERVICES, INC. FOR PROJECT DRG 2016-1 STORM DRAIN CLEANING OF DR. MARTIN LUTHER KING, JR. BOX CULVERTS, FOR A SUM NOT TO EXCEED \$270,125.

2B. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE ORDERS ON CONTRACT WITH MCVAC ENVIRONMENTAL SERVICES, INC. FOR PROJECT DRG 2016-1 STORM DRAIN CLEANING OF DR. MARTIN LUTHER KING, JR. BOX CULVERTS, FOR A SUM NOT TO EXCEED \$27,012.50.

ACCOUNT NO. 0914 4027 5777 C0440

ACCOUNT NO. 0915 4027 5777 C0440

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH M. RONDANO, INC. FOR PROJECT DRG 2016-2 STORM DRAINAGE IMPROVEMENTS AT FODOR FARM, AVIATION COURT AND SOUNDVIEW AVENUE FOR A SUM NOT TO EXCEED \$365,495.

3B. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE ORDERS ON CONTRACT WITH M RONDANO, INC. FOR PROJECT DRG 2016-2 STORM DRAINAGE IMPROVEMENTS AT FODOR FARM, AVIATION COURT AND SOUNDVIEW AVENUE FOR A SUM NOT TO EXCEED \$36,549.50.

ACCOUNT NO. 0915 4027 5777 C0440

ACCOUNT NO. 0917 4027 5777 C0440

E. LAND USE COMMITTEE

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH TURCO GOLF INC. FOR THE OAK HILLS PARKS GOLF COURSE IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$980,413.75. ACCT. # 09151340-5799-C0558

2B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT (WITH CONCURRENCE WITH THE OAK HILLS PARK AUTHORITY) TO ISSUE CHANGE ORDER ON CONTRACT FOR A TOTAL NOT TO EXCEED \$20,000.

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CCM CONSTRUCTION SERVICES, INC. FOR THE CITY HALL ROOF REPLACEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$1,097,275. ACCT. # 0915/16/17 7100 5777 C0439.

3B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED

\$109,727.

**** THE MOTION TO APPROVE THE CONSENT CALENDAR AS PRESENTED PASSED UNANIMOUSLY.**

FINANCE COMMITTEE

- 4. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary for the Tax Agreement for Property Taxes, subject to revision of the agreement between the City of Norwalk, The Housing Authority of the City of Norwalk and Trinity Washington Village Phase One Limited Partnership.**

**** MR. KIMMEL MOVED THE ITEM.**

Mr. Kimmel said that this was an interesting issue and that there had been a two year break in the process. He pointed out that that this was only Phase 1 of this project.

**** MR. KIMMEL MOVED TO AMEND BY REMOVING THE PHRASE "SUBJECT TO REVISIONS" AND ADDING THE FOLLOWING: "SAID AGREEMENT IS SUBJECT TO THE TRANSIT ORIENTED DEVELOPMENT PLAN BEING APPROVED BY THE REDEVELOPMENT AGENCY, PURSUANT TO STATE STATUTE §8-127."**

Ms. Bowman asked if the Choice Neighborhood project was part of the Transit Oriented Development plan (TOD). Atty. Beltz-Jacobson said that the authorizing agreement requires a plan and the previous plan has expired. By adding it to the TOD plan, it will meet the requirements.

Ms. Bowman requested Mr. Ivers to come forward for clarification about this. Ms. Bowman said that she was concerned about the TOD area was expanding and that the Choice Neighborhoods should have been protected so that the homes would be remain at the affordable level. Ms. Bowman asked if anyone had the TOD map, She said that the TOD map had Town House Gardens and other areas. Atty. Coppola attempted to contact Mr. Sheehan but was not successful. Mr. Kimmel said that he did recall seeing a map but did not recall the details.

Mr. Ivers said that this tax agreement did not impact the Choice Neighborhoods agreement, but just the two properties at Day Street. Ms. Bowman said that Washington Street was a Special Services District. She went on to speak about the details of the TOD and the parcels that were exempt.

Ms. Bowman said that if Mr. Sheehan was not present, she did not feel comfortable voting for this item. Atty. Beltz-Jacobson said that the tax authority would give the Council the authority to fix the taxes on the 8 units. Mr. Kimmel asked if Atty. Beltz-Jacobson had spoken with Mr. Sheehan about this. Atty. Beltz-Jacobson said that she had

spoken with Mr. Sheehan. Ms. Erlick, a Trinity Partners representative said that they need the tax abatement for the project.

Mr. Kimmel asked what the adverse impact the TOD plan would have on the project. He said that this would allow the Council to develop a rational for making the area more housing friendly rather than the hodge-podge of zoning regulations that exist now. He concluded by saying he did not believe that this would have an adverse impact. Atty. Beltz-Jacobson said that the plan had to be approved according to the statutory regulations.

Mr. Hempstead pointed out that this needs to be in place so that the requirements will be in place for HUD and other agencies. He said that unless the Council adopts this plan, the Redevelopment Agency can't move forward with the agreement.

RECESS

Mayor Rilling declared a recess at 8:43 p.m. He reconvened the meeting at 8:56 p.m.

**** MR. SACCHINELLI MOVED TO SUSPEND THE DISCUSSION TO ADDRESS AGENDA E1:**

E. LAND USE COMMITTEE

- 1. APPROVE THE NAMING OF THE CRANBURY PARK ENTRANCE DRIVE AS "JOSEPH COTE WAY" IN MEMORY OF JOE COTE, A LONG TIME DEDICATED PARKS DEPARTMENT EMPLOYEE.**

**** THE MOTION TO SUSPEND THE CURRENT DISCUSSION PASSED UNANIMOUSLY.**

E. LAND USE COMMITTEE

- 1. Approve the naming of the Cranbury Park entrance drive as "Joseph Cote way" in memory of Joe Cote, a long time dedicated Parks Department employee.**

**** MR. SACCHINELLI MOVED THE ITEM.**

Mr. DePalma said that he had known Joe for a number of years.

Ms. O'Toole-Giandurco thanked the family for sitting through this lengthy process. Mr. Kydes also thanked the family.

Mayor Rilling said that Joe was the kind of person that made Norwalk shine. He was one of the best. Mr. Joseph Cote Jr. thanked everyone for their kind words.

**** THE MOTION TO APPROVE THE NAMING OF THE CRANBURY PARK ENTRANCE DRIVE AS "JOSEPH COTE WAY" IN MEMORY OF JOE COTE, A LONG TIME DEDICATED PARKS DEPARTMENT EMPLOYEE PASSED UNANIMOUSLY.**

Mr. Sheehan joined the meeting at 9:00 p.m.

FINANCE COMMITTEE CONT'D

4. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary for the Tax Agreement for Property Taxes, subject to revision of the agreement between the City of Norwalk, The Housing Authority of the City of Norwalk and Trinity Washington Village Phase One Limited Partnership.

Mr. Kimmel requested Mr. Sheehan to come forward to the podium. Mr. Kimmel explained that he had offered an amendment to the item regarding Washington Village being part of the TOD development.

Mr. Sheehan said that it had always been part of it and only the East side of Water Street had been exempt.

Ms. Bowman said that since it had always been part of the TOD, she felt more comfortable voting on the issue.

Mayor Rilling thanked Mr. Sheehan for confirming this.

**** THE MOTION TO AMEND THE ITEM FROM:**

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE TAX AGREEMENT FOR PROPERTY TAXES, SUBJECT TO REVISION OF THE AGREEMENT BETWEEN THE CITY OF NORWALK, THE HOUSING AUTHORITY OF THE CITY OF NORWALK AND TRINITY WASHINGTON VILLAGE PHASE ONE LIMITED PARTNERSHIP.

TO:

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE TAX AGREEMENT FOR PROPERTY TAXES, OF THE AGREEMENT BETWEEN THE CITY OF NORWALK, THE HOUSING AUTHORITY OF THE CITY OF NORWALK AND TRINITY WASHINGTON VILLAGE PHASE ONE LIMITED PARTNERSHIP. SAID AGREEMENT IS SUBJECT TO THE TRANSIT ORIENTED DEVELOPMENT PLAN BEING APPROVED BY

**THE REDEVELOPMENT AGENCY, PURSUANT TO STATE STATUTE
§8-127.**

PASSED UNANIMOUSLY.

Mr. Hempstead said that this project had taken many years and that everyone had understood that this would help the neighborhood and would be a game changer. He thanked everyone for their hard work.

Mayor Rilling said that Washington Village was the oldest public housing in the State and that the residents deserve to have their residences upgraded.

Mr. Kimmel said that there has only been a short window since the lawsuit had been settled and that the Council needed to move this forward.

**** THE MOTION TO APPROVE THE ITEM AS AMENDED PASSED
UNANIMOUSLY.**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from the Council to consider at this time.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date at this time.

X. SUSPENSION OF RULES

There were no suspensions of the rules to consider at this time.

XI. ADJOURNMENT

**** MR. IGNERI MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:08 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

IV. A



James Cahn

12 Union Avenue / Norwalk

(203) 572-5516 / districtajames@gmail.com / @districtajames

Who I Am

I am a Norwalk husband, dad, home owner, business person and tax payer, who is running for common council to serve as a voice for District A and Norwalk residents who are ready to commit to being stakeholders in Norwalk.

What I've Done

Asset Manager / Financial Planner

Barnum Financial Group

Stamford CT 2003-Present

- I personally manage close to \$15,000,000 of private assets for families, closely held corporations and not-for-profits
- The vast majority of my clients' accounts are managed under an agreement whereby when they make or lose money, I also make or lose money. I believe in having "skin in the game."
- I team with my clients to optimize investment return, streamline cash flow efficiency, test and offset risk and manage tax liability.
- My clients and I work together to identify issues, analyze and quantify that issue, implement a solution and then monitor progress on an ongoing basis. Communication and accountability is key.

Partner

Decatur Orleans,

Norwalk, CT 2011-Present

- My wife and I started a bootstrapped spice, pickle and condiment company from our kitchen
- Although this is a "mostly for fun" endeavor, we were profitable in our first year and handled all marketing and recipe development personally

Resource Manager

RWKS

New York, NY 1999-2003

- I managed cash and resources across various contracts with the Metropolitan Transit Authority and focused primarily on the \$20,000,000 restoration of the 72nd Street IRT station
- I worked closely with the Capital Oversight Committee and city of New York to meet liquidity requirements and timeline targets
- I left this position to use the "macro lessons" learned to impact smaller entities and individual investors

Philanthropic Involvement

- Former President and Member Norwalk Jaycees, Norwalk, CT
- Board Member and Advisor The Live Foundation, Stamford, CT
- MC and Charity Auctioneer Annual Art Rocks! Benefit, Greenwich, CT
- In Classroom Instructor and Volunteer Junior Achievement, Stamford, CT
- Volunteer Cook and Server Open Door Shelter, Norwalk, CT

Personal Points

- My wife, Colleen, and I have been married for 10 years.
- My daughter, Charlotte is 5 years old and will be attending All Saints Catholic School in September
- Our family has lived in Norwalk for 13 years
- I am a lifelong guitar player and music lover. I've been a member of and continue to play with various bands
- I am the resident family cook, recipe developer and church coffee hour cake maker. Food and cooking are passions of mine
- I am an amateur magician. Yes, really! I'm in the Int'l Brotherhood of Magicians. I don't do kids parties but am likely to show you a card trick socially!

What I've Studied

Political Science

Northeastern University, 1992-1996

Boston, MA

Customer Analytics

Wharton, Upenn, 2010

Pennsylvania, PA

Haute Cuisine to Soft Matter Science

Harvard, Harvard University, 2013

Cambridge, MA

Financial Engineering and Risk Mgmt

Columbia University MOOC, 2014

New York, NY

What I Can Contribute

- I believe deeply in relationship based problem solving which provides for measurable accountability and results.
- I believe that the correct role of a councilperson is to provide a voice to ALL of their constituents rather than to pursue a personal agenda on their behalf.
- I believe that although we are all influenced in our views by our unique experiences that we can be unified in agreeing that Norwalk should be a "nice place to live."

How You May Contact Me

- I am available to anyone at any reasonable time via teleconference or email
- Barring unforeseen circumstance, I always commit to returning phone calls and emails before the end of the day.

Cindy M. Cossuto



Cloud Nine Designer Consignments
200 North Taylor Avenue
Norwalk, Connecticut 06854
203.722.9338
www.cloudnineconsign.com
cindy@cloudnineconsign.com

2009-Present: Cash In Your Couture/Cloud Nine Designer Consignments
Owner of small independent eBay business
Duties include:

- Customer Service
- Meeting with potential clients
- Picking up/dropping off merchandise
- Readyng and mailing packages
- Using Excel to keep track of sales, inventory, losses, etc.

2012-Present: DWR Consignment Boutique
Manager/Inventory
Duties include:

- customer service
- cash wrap
- inventory control
- sales

2008-2010: Man In Motion, Norwalk, CT 203-515-2288
Driver for the Bargain News & various free publications

01/07-06/07: Freedom Debt Management, Boca Raton, FL
Certified Credit Counselor
Duties:

- Customer Service
- Sales
- Data entry

01/06-01/07: Express Consolidation, Delray Beach, FL
Certified Credit Counselor
Duties:

- Customer Service
- Sales
- Data entry

1999-2005: House, Pet, Plant Sitting Company, New Canaan, CT
Professional Dog Walker/Pet Sitter

2000-2001: Animal Eye Clinic, Norwalk, CT
Veterinary Technician
Duties:

- Customer Service
- Scheduling
- Follow ups
- Medication
- Veterinary procedures
- Data entry

Volunteer Activities:

2009-Present: German Shorthaired Pointer Rescue New England
Stamford Animal Care & Control (OPIN)

2008-2010: Darien Thrift Shop

Computer Experience: Microsoft Works (especially good with Excel),
eBay & TurboLister
Internet
Chief Architect & some AutoCad

SECTION A

VI.B

RESOLVED

**SPECIAL APPROPRIATIONS – AUGUST 1, 2016
BOARD OF ESTIMATE AND TAXATION**

ADVERTISED ITEM:

FISCAL YEAR 2015-16:

- Approved*
1. RESOLVED, that a sum not to exceed \$6,128 be and the same is hereby transferred to the Police Department Special Services Division overtime and Federal Reimbursements due to Increased Estimated Revenues. (Account #01-3035-5120).



CITY OF NORWALK, DEPARTMENT OF FINANCE
Robert Barron, CPFO
Director of Finance
rbarron@norwalkct.org

P: 203-854-7870 / F: 203-854-7848
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: August 1, 2016

TO: Members of the Board of Estimate and Taxation

FROM: Robert Barron, Director of Finance

RE: Special Appropriation

FISCAL YEAR 2015-16:

Item 1:

\$6,128 to the Police Department Special Services Division overtime and Federal Reimbursements due to Increased Estimate Revenues

This appropriation is to cover the cost of Police Special Services overtime. For the months of March and April 2016, the Department received \$6,128 in Federal reimbursements for police overtime worked on Federal cases. Normally the money is received in smaller amounts about once a month so the entries are made internally. However, recently these two reimbursements were received at the same time so the entry needs to be approved by the Board of Estimate and Taxation. To date, \$47,735 has been received to cover overtime from both State and Federal sources.

Finance recommends approval.

Castracane, Donna

From: Iannacone, Sal
Sent: Wednesday, June 29, 2016 4:34 PM
To: Castracane, Donna
Cc: Kulhawik, Thomas; Zecca, Susan; Gonzalez, Ashley; Vinett, Paul; Walsh, James; Docimo, Michael
Subject: Police Reimbursements

Donna,

On June 27, 2016 we received the following reimbursements from the US Department of Justice for police task force overtime:

OCDETF NECT0215 0331	\$4,655.48
OCDETF NECT0215 0430	\$1,472.30

I have posted these payments to account 013010-4220. Please Increase the budget in accounts 013010-4220 and 013035-5120 by the above amounts to reflect an increase in estimated revenue.

Thank you,

Sal Iannacone
Principal Accountant



City of Norwalk
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7720 / Fax: (203) 854-7710
Email: siannacone@norwalkct.org
Norwalkct.org

**Norwalk Police Department
Administration**

Memo

To: Common Council
From: Deputy Chief Susan Zecca
Date: August 10, 2016
Re: Rifle Optic purchase

The police department currently has 57 rifles. The rifles had previously been outfitted with EOTech optics that have been recalled by the manufacturer. The optics were returned to the manufacturer in June and a refund was issued to the City in the amount of \$21,947.00. The replacement optics specifications were put out to bid. Attached is the Bid Summary from the Purchasing Department. We are requesting the purchase from the low bidder. The refund for the recalled optics was put into the Police Capital Firearms Account. This request is being expedited to allow for training on the new optics at our next scheduled training session in September. There are funds in that account to cover the entire new purchase. We are requesting purchase authorization as follows:

1. Authorize the purchasing agent to execute a purchase order on behalf of the Police Department to Arms Unlimited for the purchase of 57 new Trijicon rifle optics for an amount not to exceed \$22,462.00. Account # 9133010-5777-c0436.

[illegible]

Norwalk Purchasing Department
Response Summary Project # 3690

The following is a summary of the submitted bids for this solicitation process.

Midstate Tactical Inc.	Personal Protection Group.	Jurek Brothers INC	Delta Level Firearms LLC	Witser Public Safety Group, Inc.	Arms Unlimited	Four Seasons Sports Supply LLC	Layman's & Shooters' Supply, Inc.	Interstate Arms Corp
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[illegible]

VII. B

SECTION C

1. RESOLUTION, Approving a special capital appropriation in the amount of \$200,000 to fund the Veteran's Memorial Park Launch Ramps & Visitor Dock Improvements and authorizing the issuance of \$200,000 general obligation bonds of the city to meet said appropriation.



CITY OF NORWALK, DEPARTMENT OF FINANCE
Office of the Director

P: 203-854-7870 / F: 203-854-7848

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: July 27, 2016

TO: Harry Rilling, Mayor
The Members of the Board of Estimate & Taxation
The Members of the Planning Commission
The Members of the Common Council

FROM: Robert Barron, Director of Finance 

RE: Recreation and Parks Special Capital Appropriation Request for the Launch Ramps & Visitor Dock Improvements at Veteran's Park

The City of Norwalk's Director of Recreation and Parks, Michael Moccia, is requesting a special capital appropriation in the amount of \$200,000 to complete the Veteran's Park boat launch ramp and parking components of the Veteran's Memorial Park project #0917-6030-5777-C0367 which originally included that replacement of the visitors dock.

The \$75,000 design work for the original scope of project was authorized in FY 2014-15. After going out to bid, it was clear that the entire project would cost significantly more than anticipated. Therefore, the project was broken up into two phases, the first of which includes the launch ramp and parking area renovation and the second for the replacement of the visitors dock. Phase I was *estimated* to be \$2,000,000 which was comprised of \$1,900,000 for construction and \$100,000 or 5.3% contingency amount. A \$1,000,000 capital appropriation was made in each FY 2015-16 and FY 2016-17 for a total of \$2,000,000 available for this project.

When the project was rebid with just the boat launch ramp and parking renovations, there were three bidders that provided a low bid of \$2,118,900 and two other bids at \$2,877,000 and \$2,974,000. The low bid of \$2,118,900 was selected and this \$200,000 Special Capital Appropriation request is to fund the incremental \$118,900 for construction; \$21,100 for project management/consulting and inspection fees; and \$60,000 or 2.8% contingency.

Since this constitutes a special capital appropriation and an increase to a bond authorization, it requires approval of the Planning Commission, Board of Estimate and Taxation and the Common Council. The attached resolution was prepared by Bond Counsel for adoption by the Common Council.

ACTION REQUESTED:

1. **RESOLUTION:** Approve a special capital appropriation in the amount of \$200,000 to fund the Veteran's Memorial Park Launch Ramps & Visitor Dock Improvements (0917-6030-5777-C0367) and authorizing the issuance of \$200,000 general obligation bonds of the city to meet said appropriation.

**RESOLUTION MAKING A SPECIAL CAPITAL APPROPRIATION
\$200,000 FOR THE VETERAN'S MEMORIAL PARK LAUNCH RAMPS
AND VISITOR DOCK IMPROVEMENTS AND AUTHORIZING THE
ISSUANCE OF \$200,000 GENERAL OBLIGATION BONDS OF THE
CITY TO MEET SAID APPROPRIATION.**

RESOLVED:

Section 1. A special capital appropriations in the amount of \$200,000 is hereby made by the City of Norwalk, Connecticut (the "City") for the Veteran's Memorial Park Launch Ramps and Visitor Dock Improvements, and for all related services, improvements and costs, including, without limitation, surveying, landscape architecture, excavation, grading, engineering, construction, administration, and inspection; and all other costs necessary or appropriate for the project, including, legal, and financing costs related thereto (the "Project").

Section 2. To meet such appropriation, if not funded from other sources, a maximum of \$200,000 bonds of the City are hereby authorized to be issued to fund the Project.

Section 3. Said bonds may be issued and sold, subject to final approval by the Committee (as defined and described below) in one or more series as determined by the Director of Finance in an amount necessary to meet the City's share of the cost of the Project determined after considering the estimated amount of State and Federal grants-in-aid of the Project, or the actual amounts thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, financing, legal and other costs of issuance of such bonds. Subject to final approval by the Committee, the bonds of each series shall mature not later than the maximum maturity permitted by the General Statutes of Connecticut, as amended from time to time (the "Connecticut General Statutes"), and may be issued subject to earlier redemption by the City. The bonds of each series shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor, Comptroller and the Director of Finance, bear the City seal or a facsimile thereof, be payable at a bank or trust company designated by the Director of Finance, be certified by such bank or trust company, which bank or trust company may also be designated as the registrar and transfer agent, and be approved as to their legality by the City's bond counsel. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The Common Council hereby delegates to the Mayor and the Director of Finance, subject to the final approval of the President of the Common Council, the Majority Leader of the Common Council, the Minority Leader of the Common Council, and the Chairman of the Finance Committee of the Common Council, or any two of them (the "Committee"), the authority to determine the number of series to be issued, the principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, and other terms, details and particulars of such bonds including the rate or rates of interest payable thereon and the terms of any purchase agreement executed in connection with the sale of the bonds in a negotiated underwriting.

Section 4. Said bonds shall be sold by the Mayor and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. If the bonds are sold by negotiation, the purchase agreement shall be signed by the Mayor and the Finance Director, subject to the final approval by the Committee. The Mayor and the Director of Finance are authorized to prepare and distribute preliminary and final Official Statements of the City for use in connection with the offering and sale of any bonds.

Section 5. The Mayor and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be in such denominations, bear interest at such rate or rates and be payable at such time or times as shall be determined by the Mayor and the Director of Finance, be executed in the name of the City by the manual or facsimile signatures of the Mayor and the Director of Finance, have the City seal or a facsimile thereof affixed, be certified by a bank or trust company designated by the Director of Finance, and be approved as to their legality by the City's bond counsel. Such notes shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the capital improvements for the financing of which said notes were issued. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 6. In connection with the issuance of any bonds or notes authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b, as may be approved and executed by the Mayor and the Director of Finance, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be subject to final approval by the Committee.

Section 7. To meet any portion of the costs of such project determined by the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-475 et seq. of the Connecticut General Statutes, as the same may be amended from time to time (the "Clean Water Fund Program"), the City is authorized and may issue interim funding obligations in anticipation of project loan obligations and project loan obligations ("Clean Water Fund Obligations") in such denominations as the Mayor and Director of Finance shall determine. The Mayor and Director of Finance are hereby authorized to determine the amount, date, maturity, interest rate, form and other details and particulars of such Clean Water Fund Obligations, subject to the provisions of the Clean Water Fund Program, and the Mayor, Director of Finance and Treasurer are authorized to execute and deliver the same. Said Clean Water Fund Obligations shall be secured as to both principal and interest by (i) a pledge of revenues to be derived from sewage system use and/or connection charges, benefit assessments, or both, (ii) the full faith and credit of the City, or (iii) any combination of (i) and (ii) above. The Mayor is hereby authorized to execute and deliver to the State in the name of and on behalf of the City Project Loan and Project Grant Agreements under the Clean Water Fund Program.

Section 8. Any appropriation, or portion thereof, not required, in the determination of the Common Council, for any Department set forth in Section 1, may be transferred by resolution of the Common Council to any other Department of the City.

Section 9. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution in the maximum amount and for the Project with the proceeds of bonds, notes, or other obligations ("Tax Exempt Obligations") authorized to be issued by the City. The Tax Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of Tax Exempt Obligations. The Director of Finance is authorized to amend such expression of official intent to bind the

City pursuant to such changes he deems necessary or advisable to maintain the continued exemption from federal income taxation of interest on the Tax Exempt Obligations.

Section 10. The Mayor and Director of Finance are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 11. The Mayor and Director of Finance are hereby authorized, on behalf of the City, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor is hereby authorized, on behalf of the City, to apply for and accept any and all Federal and State loans and/or grants-in-aid of the Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the City with engineers, contractors and others.



CITY OF NORWALK
Office of the Mayor

P: 203-854-7701 / F: 203-854-7939
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: July 27, 2016

TO: The Members of the Board of Estimate & Taxation
The Members of the Planning Commission
The Members of the Common Council

FROM: Harry Rilling, Mayor *Harry W. Rilling*

RE: Recreation and Parks Special Capital Appropriation Request for the Launch Ramps & Visitor Dock Improvements at Veteran's Park

The City of Norwalk's Director of Recreation and Parks, Michael Moccia, is requesting a special capital appropriation in the amount of \$200,000 to complete the Veteran's Park boat launch ramp and parking components of the Veteran's Memorial Park project #0917-6030-5777-C0367.

The approval of this request will fund the incremental \$200,000 necessary to complete the first phase of the project with the low bidder for the boat launch ramp and parking renovations. The Directors of Finance and Recreation and Parks have provided a history of the funding and project in the attached documents.

ACTION REQUESTED:

1. RESOLUTION: Approve a special capital appropriation in the amount of \$200,000 to fund the Veteran's Memorial Park Launch Ramps & Visitor Dock Improvements (0917-6030-5777-C0367) and authorizing the issuance of \$200,000 general obligation bonds of the city to meet said appropriation.

cc: Michael Moccia, Director, Recreation and Parks



RECREATION AND PARKS

MEMORANDUM

Date: July 25, 2016

To: Bob Barron, BET Members, Finance Committee, Planning Committee

From: Michael Moccia, Director Recreation and Parks *m. moccia*

Subject: Special Capital Appropriation for Veterans Park Project #3687
Veterans Memorial Park Launch Ramps & Visitor Dock Improvements

The Department of Recreation and parks is asking for a Special Capital Appropriation (\$200,000) so that the Launch Ramps & Parking area at Veterans Park can be awarded and completed. The Launch Ramps have been in a state of disrepair for years. In the 2015 budget the Council approved \$75,000 for design of the ramps, parking and visitor docks. In 2016 the Council approved \$1,000,000 towards the project. When we bid the entire project it came in around \$4,100,000. The consultants then were asked to break the project into two pieces, the first, everything above high tide line which included the ramps, and the parking lot with estimates from the consultants at \$1,700,000 - \$1,900,000. In the 2017 Capital Budget we asked for an additional \$1,000,000 giving the Department \$2,000,000 in total for the work. Bids returned with a high of \$2,974,000 and a low of \$2,118,900. The Department is asking for a \$200,000 Special Capital Appropriation which includes:

\$118,900	Construction Bid Price.
\$60,000	Contingency which was included in the initial assessment from the consultant with a range of 1,700,000 - \$1,900,000.
\$21,100	Consultant fees for project admin and testing for concrete and launch ramp construction (welding). These were not included in the original request for \$2,000,000 because the project was not funded in a single year leaving the cost of project admin during construction out.

The remainder of the project will be placed in the 2018 Capital Projects for the new dock pilings approximately \$2,100,000. We have one year left on the project permitting.

Below are the actions for the Recreation and Parks Committee and Council for the August Meetings:

- I. A) Authorize the Mayor, Harry W. Rilling to enter into an agreement with L Holzner Electric Company for project #3687 Veterans Memorial Park Launch Ramps & Visitor Dock Improvements for a sum not to exceed \$2,118,900. Account #09166030-5777-C0367 and 09176030-5777-C0367.
- B) Authorize the Director of Recreation and Parks to issue change orders for project #3687 Veterans Memorial Park Launch Ramps and visitors Park Improvements for a sum not to exceed \$60,000. Account #0917-6030-5777-C0367.

June 22, 2016

Norwalk Purchasing Department
Response Summary Project # 3687

Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

Thank you for your response to our Request for Bids Submission. The following is a summary of the submitted bids for this solicitation process.

CONTRACTORS					
	Blakeslee Arpaia Chapman Inc.	McNamee Construction Corp.	L. Holzman Electric Company		
General Subtotal	203,000.00	60,000.00	190,000.00		
Parking Lot Subtotal	515,000.00	340,000.00	500,000.00		
Boat Ramp Subtotal	1,978,000.00	2,184,000.00	1,249,900.00		
Floating Dock Subtotal	110,000.00	335,000.00	130,000.00		
Utility Subtotal	70,000.00	55,000.00	49,000.00		
Total Lump Sum Price	2,877,000.00	2,974,000.00	2,118,900.00		

← 2,118,900.00



COB

1.1A Response Form # 3687 - Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

Vendor Name - L HOLZNER ELECTRIC		
Address - 590 JOHN ST.		
City - Bridgeport	State - CT	Zip Code - 06607
Phone - 203 335-4204	Fax - 203 335-4215	Email - j.holzner@lholzner.com
Manager - JOEL TENNY		Fed ID# 00112844

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

ITEM	WORK ITEM DESCRIPTION	LUMP SUM BID PRICE
1. GENERAL		
G - 1	Obtain Building Permit (including permit fee)	\$ 40,000
G - 2	Mobilization and demobilization.	\$ 150,000
	SUBTOTAL	\$ 190,000 -
2. PARKING LOT		
PL - 1	Demolition and disposal of existing parking lot including but not limited to; pavement, curbing, grass islands, trees, shrubs, etc. as specified within the construction documents.	\$ 65,000
PL - 2	Furnish and install parking lot, including but not limited to, fill, sub-base, asphalt, crushed stone buffer, geotextile fabric, vegetated slope, stripe painting, grass islands, signs, pile clusters, trees, grass, building stairs, sidewalk, raise catch basin, etc. as specified within the construction documents.	\$ 425,000
	SUBTOTAL	\$ 500,000
3. BOAT RAMP		
BR - 1	Demolition and disposal of the existing timber boat ramp, including but not limited to, asphalt surface, timber decking, timber stringers, timber pile caps, foundation piles, excavated material, etc. in accordance with the construction documents.	\$ 100,000

- Continued Next Page -

1.1A Response Form # 3687 - Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

Vendor Name - L. HOLZNER ELECTRIC CO.

ITEM	WORK ITEM DESCRIPTION	LUMP SUM BID PRICE
BR - 2	Furnish and install precast concrete boat ramp, including but not limited to, dynamic tests, driven steel foundation piles, steel pile caps, precast concrete structural elements, cast-in-place concrete headwall, etc. in accordance with the construction documents.	\$ 1,149,900
	SUBTOTAL	\$ 1,249,900
4. FLOATING DOCK		
FD - 1	Remove, modify, and relocate floating docks and associated float anchor piles in accordance with the construction documents.	\$ 85,000
FD - 2	Disconnect and reconnect existing floating dock utilities in accordance with the construction documents.	\$ 45,000
	SUBTOTAL	\$ 130,000
5. UTILITIES		
U - 1	Remove and replace utilities in-kind along the landward edge of the boat ramp in accordance with the construction documents. Junction boxes and disconnects along the headwall shall be provided at floating dock locations.	\$ 9,000
U - 2	Raise existing electrical panel above the base flood elevation El. +14.0' (NAVD 88) and rewire as required. Contractor shall install working platform with safety railings and access ladder for electrical panel as required per the National Electrical Code and State Building Code. Contractor shall submit shop drawings of the working platform that are sealed and signed by a Professional Engineer licensed in the State of Connecticut for approval prior to installation.	\$ 40,000
	SUBTOTAL	\$ 49,000

- Continued Next Page -

1.1A Response Form # 3687 - Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

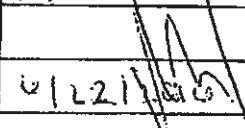
Vendor Name - L. HOLZNER ELECTRIC CO.

PROJECT TOTALS:

General Subtotal	\$ 190,000
Parking Lot Subtotal	\$ 500,000
Boat Ramp Subtotal	\$ 1,249,900
Floating Dock Subtotal	\$ 130,000
Utility Subtotal	\$ 49,000
Total Lump Sum Price for project components	\$ 2,118,900
Total Lump Sum Price in Words	Two million, one hundred, eighteen thousand, nine hundred

Bid Security in the form of a (check one) is attached.	☒ Bond	☐ Certified Check
Cost for performance bond included in lump sum	\$ 17	per thousand dollars
Insurance Agency Name - MERIT	Tel. -	203-307-5328
Agency Address - 1 Enterprise Dr. Suite 310 Shelton CT		

Submitted by:

Print Name of Authorized Agent of Company	Mark Holzner
Signature of Authorized Agent of Company	
Date	6/22/11

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	5/11/11	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.1B Response Form Unit Prices - #3687 - Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

Vendor Name - L HUIZNER ELECTRIC CO

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

The following unit prices shall apply to this project:

ITEM NO.	WORK ITEM DESCRIPTION	UNITS	UNIT PRICE
UP-1	Timber Pile (Driven)	EA	\$ <u>3,500</u> /EA
UP-3	HP 10x42 Pile (Driven)	EA	\$ <u>6,000</u> /EA
UP-4	HP 12x63 Pile (Driven)	EA	\$ <u>6,500</u> /EA
UP-5	Asphalt	SF	\$ <u>4.00</u> /SF
UP-6	Structural fill	CY	\$ <u>42.50</u> /CY
UP-7	Sub-base	CY	\$ <u>37.50</u> /CY
UP-8	Top soil	CY	\$ <u>40.00</u> /CY
UP-9	Dynamic pile test	EA	\$ <u>3,000</u> /EA

Submitted by:

Print Name of Authorized Agent of Company	Mark Huizner
Signature of Authorized Agent of Company	
Date	01/22/10

Vendor Name - L. HOLZNER ELECTRIC CO.

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 52 yrs.

2. Number of personnel employed Part-time: 0 Full-time: 20

3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.
see attached.			

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)

general partnership

limited partnership

limited liability corporation

limited liability partnership,

☒ corporation doing business under a trade name

individual doing business under a trade name

other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled

Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?

Yes

No

☒

Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)

Yes

No

Vendor Name - L. HILNER ELECTRIC CO

6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	N/A			
Address				
City		State		Zip
Name of Agent				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt + Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
TBD			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: E. HOLZNER ELECTRIC CO.

Address: 500 JUNG ST BRIDGEPORT CT 06607

Authorized Representative: Mark Holzner

Approximate Starting Date: TBD

Approximate Completion Date: TBD

Signature

01/22/2010
Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: MAY 5, 2010

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, MARK HOLZNER of L. HOLZNER ELECTRIC CO.
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the L. HOLZNER ELECTRIC CO.
Company Name
5412 JOHN ST.
Street
BRIDGEPORT CT 06607
City

and all of its subcontractors will pay all workers on the

IMPROVEMENTS - BOULDER LUNCH RAMP & VISITOR
Project Name and Number 066K AREA - #3087
HERMAN'S MEMORIAL PARK, SEA VIEW AVE., NORWALK, CT.
Street and City 06855

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this 22 day of JUNE, 2012.

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Mark P. Engengio Jr.
Notary Public-Connecticut
My Commission Expires
May 31, 2019

Rate Schedule Issued (Date): JUN 15, 2012

Holzner Construction

General & Electrical Contractors

596 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204 Fax: (203) 368-3425

www.HolznerConstruction.com

An AA/EOE Employer

Key Personnel & Officers

LOUIS HOLZNER

30 Curriltuck Road
Newtown, CT 06470
(203) 615-1689

President and Chief Operating Officer, 50 years in Construction Management and Supervision.
Extensive Experience in Electrical Contracting and General Contracting.

MARK HOLZNER

164 Parist Road
Fairfield, CT 06430
Cell #: (203) 410-8311

Vice President and General Supervising Officer, 25 Years in Construction Management.
Estimator / Project Manager / Supervisor of General Sales. Chief Work Force Dispatcher.

JOEL YENCHO

725 Ridge Rd.
Orange, CT 06477
Cell # (203) 395-8164

General Manager/ Project Manager/Estimator, 15 Years in General Construction

MARK ENGENGRO JR.

55 Mist Hill Drive
Brookfield, CT 06804
Cell #: (203) 203-258-6441

Project Manager/Estimator. 15 Years in Construction Management.

RONALD MATYJAS

19 Maryland Dr.
Middlefield, CT 06455
Cell #: (860) 887-3695

Architect/Project Manager 25 Years experience in Architecture and Project Management

Holzner Construction

General & Electrical Contractors

596 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204 Fax: (203) 368-3425

www.HolznerConstruction.com

An AA/EOE Employer

References

Turner Construction

50 Waterview Drive

Shelton, CT 06484

New Haven Parking Authority

50 Union Avenue

New Haven, CT 06511

Community Planners, LLC

5 Colony Street

Meriden, CT 06451

City Of New Haven

200 Orange Street

New Haven, CT 06510

MTA Metro North Railroad

347 Madison Avenue

New York, NY 10017

Town of Madison

8 Campus Drive

Madison, CT 06443

Ansonia Housing Authority

36 Main Street

Ansonia, CT 06401

Kenneth Boroson Architects

315 Peck Street

New Haven, CT 06513

Eastern CT State University

414 High Street

Willimantic, CT 06226

Project Management Team NorthEast

75 Berlin Road Suite 103

Cromwell, CT 06416

CT Dept. Of Public Works

165 Capitol Avenue

Hartford, CT 06106

Peter Zannis

(203) 712-8239

James Staniewicz

(203) 946-7526

Jules Lefcovitz

(203) 634-1107

Peter Shmigelsky

(203) 946-6780

Tom Karasay

(860) 575-1443

William McMinn

(203) 245-6486

Troy White

(203) 736-8888

Mark Guerena

(203) 245-6486

Renee Theroux-Keech

(860) 490-4662

Michael Chadukewicz

(860) 632-7088

Ashour Gevargisnia

(860) 214-9598

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General & Electrical Contractors

596 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204 Fax: (203) 368-3425

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An AA/EOE Employer

Completed Projects In The Past 5 Years

Page 1 of 3

<u>PROJECT LOCATION</u>	<u>CONTRACT PRICE</u>	<u>OWNER / ARCHITECT</u>	<u>CONTACT PERSON</u>
* <u>Renovations to Springdale ES</u> Lighting, Ceiling, & Generator Upgrades Stamford, CT 06907	\$1,758,400.00	City of Stamford 888 Washington Blvd. Stamford, CT 06902	Domenick Tranunanozi (203) 223-8320
* <u>DOT Generator Installations</u> Installation of Generator Various Locations	\$574,400.00	State of CT DOT 2800 Berlin Turnpike Newington, CT 06111	Bob Flaminio (860) 250-2823
<u>RWA Underground Chamber</u> Misc. Electrical Upgrades Various Locations	\$565,305.12	S.C.C.R.W.A. 90 Sargent Drive New Haven, CT 06511	Chris Roche (203) 401-2536
* <u>CT Valley Hospital</u> Boiler Replacement Silver Street, Middletown, CT	\$2,931,300.00	CT. Dept. Of Const. Services 165 Capitol Avenue Hartford, CT 06105	Wayne Thorpe (860) 305-5639
* <u>Crawford Manor Apts.</u> Elevator Upgrades 90 Park St, New Haven, CT	\$584,400.00	NH Housing Authority 200 Orange Street New Haven, CT 06511	Mark Guerrero (203) 624-0662
<u>Waterbury Post Office</u> HVAC Replacement 135 Grand St, Waterbury, CT	\$1,617,680.00	United States Post Office 6 Griffin Rd North Windsor, CT 06006	Evelyn Cole Smith (860) 928-7848
<u>Motley HVAC</u> HVAC Replacement 819 Sherman Parkway, New Haven, CT	\$293,088.80	NH Housing Authority 200 Orange Street New Haven, CT 06511	Michael Southen (203) 903-7738
<u>Greene Homes Door</u> Security Upgrades 150 Highland Ave, Bridgeport, CT 06604	\$141,998.00	Park City Communities 150 Highland Ave Bridgeport, CT 06604	Dave Ghio (203) 337-8955
<u>Stratford Post Office Garage</u> Garage Renovation 3100 Main Street, Stratford, CT 06615	\$356,546.50	United States Post Office 6 Griffin Rd North Windsor, CT 06006	Paul Jorgenson (203) 230-9007
<u>NHHA Offices Flooring</u> Interior Renovations 360 Orange Street, New Haven, CT	\$357,121.54	NH Housing Authority 360 Orange Street New Haven, CT 06511	Frank Emery (203) 498-8800
* <u>Stratford Annory Generator</u> Generator Install 36 Annory Rd, Stratford, CT 06614	\$184,464.00	Military Department Facilities 360 Broad Street Hartford, CT	Joseph Dente (860) 883-4736
<u>Motley HVAC Phase 2</u> HVAC Replacement & Mold Abate. 819 Sherman Parkway, New Haven, CT	\$558,664.88	NH Housing Authority 200 Orange Street New Haven, CT 06511	Michael Southen (203) 903-7738

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Construction Management Projects Completed in the Past 5 Years

Page 2 of 3

<u>PROJECT LOCATION</u>	<u>CONTRACT PRICE</u>	<u>OWNER / ARCHITECT</u>	<u>CONTACT PERSON</u>
<u>Eastern CT State University</u> High Rise Elevator Modifications Willimantic, CT	\$554,400.00	ECSU 1 Eastern Road Willimantic, CT 06226	Renee Theroux-Keech (860) 490-4662
<u>Hill House School, PV Install</u> 480 Shennan Parkway New Haven, CT	\$321,066.00	Solar City 3055 Clearview Way San Mateo, CA 94402	Carl Haywood (914) 268-1116
<u>Eastern Middle School Generator</u> 51 Hendrie Ave Greenwich, CT	\$620,505.00	Greenwich Board of Ed 290 Greenwich Ave Greenwich, CT 06830	Robert Boyle (203) 300-6209
<u>Wilbury Cross, PV Install</u> 181 Michelt Dr. New Haven, CT	\$181,696.64	Solar City 3055 Clearview Way San Mateo, CA 94402	Carl Haywood (914) 268-1116
<u>Dolan Middle School</u> Replace Exhaust Fans Stamford, CT	\$346,390.00	City of Stamford 888 Washington Blvd. Stamford, CT	Dominic Traavonittozzi (203) 223-8320
<u>Metro North Railroad Bridgeport Yard</u> Guard Shack and Access Controls 920 Union Ave. Bpl.	\$926,340.00	MTA Metro North 347 Madison Ave New York, NY	Tom Karsoy (860) 575-1443
<u>Regional Water Authority</u> Underground Chamber Improvements 806 Boston Post Rd, Milford	\$114,400.00	SC Regional Water Authority 90 Sargent Drive New Haven, CT	Chris Roche (203) 301-2536
<u>New Haven, ECM</u> Mechanical Upgrades at Various Locations New Haven, CT	\$166,500.00	City of New Haven 200 Orange Ave New Haven, CT	Peter Schmigelisky (203) 946-6780
<u>Bridgeport Superior Court</u> Garage Repairs Bpt, CT	\$1,210,064.65	State of CT DCS 165 Capitol Ave Hartford, CT	Ward Ponticelli (860) 713-5944
<u>Metro North Stamford Yard</u> Guard Shack and Access Controls Stamford, CT	\$622,480.00	MTA Metro North 347 Madison Ave New York, NY 10017-3739	Tom Karsay (860) 575-1443

Financed with DECD Funds

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Completed Projects In The Past 5 Years

Page 3 of 3

<u>PROJECT LOCATION</u>	<u>CONTRACT PRICE</u>	<u>OWNER / ARCHITECT</u>	<u>CONTACT PERSON</u>
<u>Tweed New Haven Airport Electrical</u> 155 Burr St * New Haven, CT 06512	\$42,871.00	Tweed New Haven Airport 155 Burr St New Haven, CT 06512	Dinne Jackson (203) 466-8833
<u>Bailey Middle School Renovations</u> 106 Morgan Lane West Haven, CT	\$204,009.00	City of West Haven 355 Main St. West Haven, CT	Ken Caney (203) 530-0006
<u>Pomperaug High School</u> New Science Labs Southbury, CT 06488	\$497,320.37	Regional School District 15 234 Judd Road Southbury, CT 06488	Keith McLiverty (203) 758-1743
<u>Fairfield Warble High School RTU</u> 755 Melville Ave Fairfield, CT 06825	\$243,319.00	City of Fairfield 725 Old Post Road Fairfield, CT 06430	Dave Fryer (203) 255-2582
<u>Stamford Manor Elevator</u> 26 Main Street Stamford, CT 06904	\$286,362.48	Charter Oak Community 22 Clinton Avenue Stamford, CT 06430	Peter Stothart (203) 997-1400
<u>ECSU, Low Rise Apartments</u> Walkway Repair Willimantic, CT	\$232,340.00	ECSU 1 Eastern Road Willimantic, CT 06226	Renee Theroux-Keech (860) 490-4662
<u>WCSU, Higgins Hall Annex</u> New Lecture Halls Danbury, CT	\$427,680.00	Western CT State University 181 White Street Danbury, CT	Peter Visentin (203) 837-8680
<u>Brown Middle School</u> Siding Replacement Madison, CT	\$165,790.00	Town of Madison 8 Campus Drive Madison, CT 06443	Laina Piscitelli (203) 245-5697
<u>UConn</u> Brundage Pool Repairs Storrs, CT	\$155,140.00	University of Connecticut 31 LeDoyt Rd Storrs, CT 06269	David Romio (860) 486-3157
<u>City of New Haven</u> Energy Management New Haven, CT	\$410,069.60	City of New Haven 200 Orange Street New Haven, CT 06514	Peter Schmigelsky (203) 946-6780
<u>Milford Courthouse</u> Energy Upgrades Milford, CT	\$717,900.00	State of CT DPW 165 Capitol Avenue Hartford, CT 06105	Vladimir Kubin (860) 706-5266

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Active Projects

<u>PROJECT LOCATION</u>	<u>CONTRACT PRICE</u>	<u>OWNER / ARCHITECT</u>
<u>RWA Lake Gaillard Generator</u> Electrical & Generator Improvements 765 Foxon Rd, North Branford, CT	\$2,194,679.12	S.C.C.R.W.A. 90 Sargent Drive New Haven, CT 06511
<u>NH Courthouse Elevator</u> Elevator Upgrades 235 Church Street, New Haven, CT	\$1,827,000.00	State of CT DAS 165 Capitol Ave. Hartford, CT 06106
<u>Union Station Mechanical Upgrades</u> Mechanical & Electrical Improvements 50 Union Ave., New Haven, CT	\$1,451,547.01	New Haven Parking Authority 50 Union Ave. New Haven, CT 06511
<u>Union Station Garage Electrical</u> Misc. Electrical Upgrades 50 Union Ave., New Haven, CT	\$507,400.00	New Haven Parking Authority 50 Union Ave. New Haven, CT 06511
<u>West Haven HA Elevators</u> Elevator Upgrades 200 Oak Street 1187 Campbell Ave, West Haven, CT	\$1,167,400.00	HA of the City of West Haven 15 Glade Street West Haven, CT 06516
<u>Lake Gaillard Hydroturbine</u> Hydroturbine Renovation 765 Foxon Rd, North Branford	\$312,400.00	S.C.C.R.W.A. 90 Sargent Drive New Haven, CT 06511
<u>RWA Lake Gaillard Generator</u> Electrical Improvements North Branford, CT	\$2,176,000.00	S.C.C.R.W.A. 90 Sargent Drive New Haven, CT 06511
<u>Dorado Apts. Electrical</u> Fire Alarm Renovation 160 Warburton Ave, Yonkers, NY	\$1,750,000.00	Keith Construction 3000 Davenport Ave. Canton, MA 02021
<u>DOT Signs W/ Flashers</u> Various Locations	\$1,294,418.78	CT DOT 2800 Berlin Turnpike Newington, CT 06111
<u>CT Valley Hospital - Shew Hall</u> Elevator Modernization Silver Street, Middletown, CT	\$368,790.00	CT Dept. Mental Health & Addiction 410 Capitol Ave Hartford, CT 06134

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Active Projects

<u>PROJECT LOCATION</u>	<u>CONTRACT PRICE</u>	<u>OWNER / ARCHITECT</u>
<u>Village School PV</u> Solar Photovoltaic System North Haven, CT	\$856,400.00	Area Cooperative Edu. Services 31 Temple Street North Haven, CT 06473
<u>Berlin Access Control</u> Security Improvements 230 Kensington Rd. & 33 Colonial Dr. Berlin, CT	\$96,400.00	Town Of Berlin 240 Kensington Rd Berlin, CT 06037
<u>Tweed Noise Abatement</u> Architectural Upgrades 155 Burr Street, New Haven, CT	\$478,000.00	Tweed New Haven Airport 155 Burr Street East Haven, CT 06512
<u>Prescott Bush Sanitary Line</u> Plumbing Upgrades 220-230 Connty St, New Haven, CT	\$192,400.00	New Haven Housing Authority 360 Orange Street New Haven, CT 06511
<u>MDC Vaults Modifications</u> Raw Water Bypass 2900 Albany Ave, West Hartford, CT	\$574,300.25	The Metropolitan District 555 Main Street Hartford, CT 06142
<u>RWA Maintenance Garage</u> Electrical Improvements 90 Sargent Drive, New Haven, CT	\$232,850.00	S.C.C.R.W.A. 90 Sargent Drive New Haven, CT 06511
<u>Crown Street Lobby Renovations</u> Electrical Improvements Crown Street, New Haven, CT	\$136,390.00	New Haven Parking Authority 50 Union Ave. New Haven, CT 06511
<u>UConn Wilbur Cross</u> Electrical Improvements Stons, CT	\$167,400.00	UConn Capital Project & Admin. 3 North Hillside Rd Stons, CT

DESIGN OF RYAN PARK

PRELIMINARY DESIGN REVIEW

Public Forum #3

City of Norwalk, CT
July 19, 2016



NORWALK  DEVELOPMENT AGENCY



VII.C

DESIGN OF RYAN PARK

Tonight's Agenda....

- Introduction
- Programming and Concept Design
 - Goals and Objectives
 - Public Engagement and Community Outreach
 - Enhancement Strategy/Program and Concepts
- Preliminary Design
 - Overall Site Plan
 - Area Enlargements
 - Precedents / Materials
- Group Q&A
- Next Steps

DESIGN OF RYAN PARK

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DESIGN OF RYAN PARK

Programming and Concept Design

Design Limits



- Neighborhood Park!
- 2.2 Acres
- Parking dedicated to community center

DESIGN OF RYAN PARK

Programming and Concept Design

Goals and Objectives

- Engage the community
- Determine needs and priorities
- Establish a park program
- Identify physical park improvements
- **Provide an accessible, welcoming and safe recreational experience, and unique neighborhood destination.**

DESIGN OF RYAN PARK

Programming and Concept Design

Community Outreach / Public Engagement

City Staff Meetings (9/2/15)

Community Meeting #1 (9/10/15)

- Group discussion / S.W.O.T. Assessment

Community Input Survey (9/16/15 - 10/5/15)

- Online survey / S.W.O.T Assessment

Community Meeting #2 (10/20/15)

- Park Program and Enhancement Strategy

Ryan Park Advisory Committee Meetings



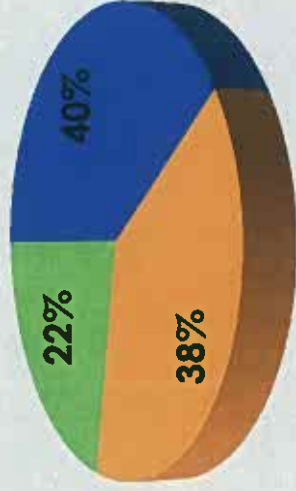
DESIGN OF RYAN PARK

Programming and Concept Design

Community Outreach Survey Overview / Respondents

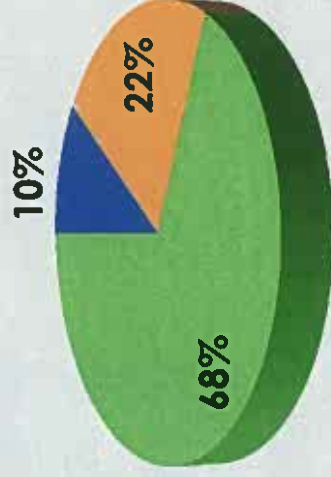
Residents

- Live in South Norwalk
- Live elsewhere in Norwalk
- Out-of-Town



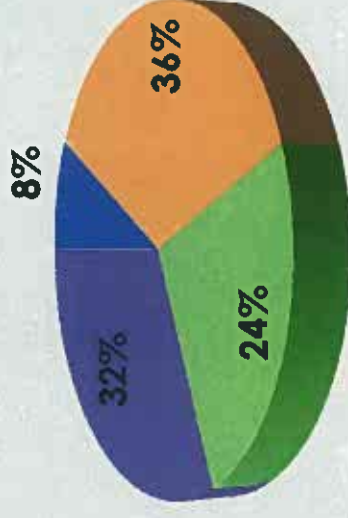
When do you Visit?

- Frequently
- Occasionally
- Not Often



Time of Day

- Morning (7am - 11am)
- Midday/Early Afternoon (11am - 2pm)
- Afternoon/Early Evening (2pm - 5pm)
- Evening (5pm or later)



DESIGN OF RYAN PARK

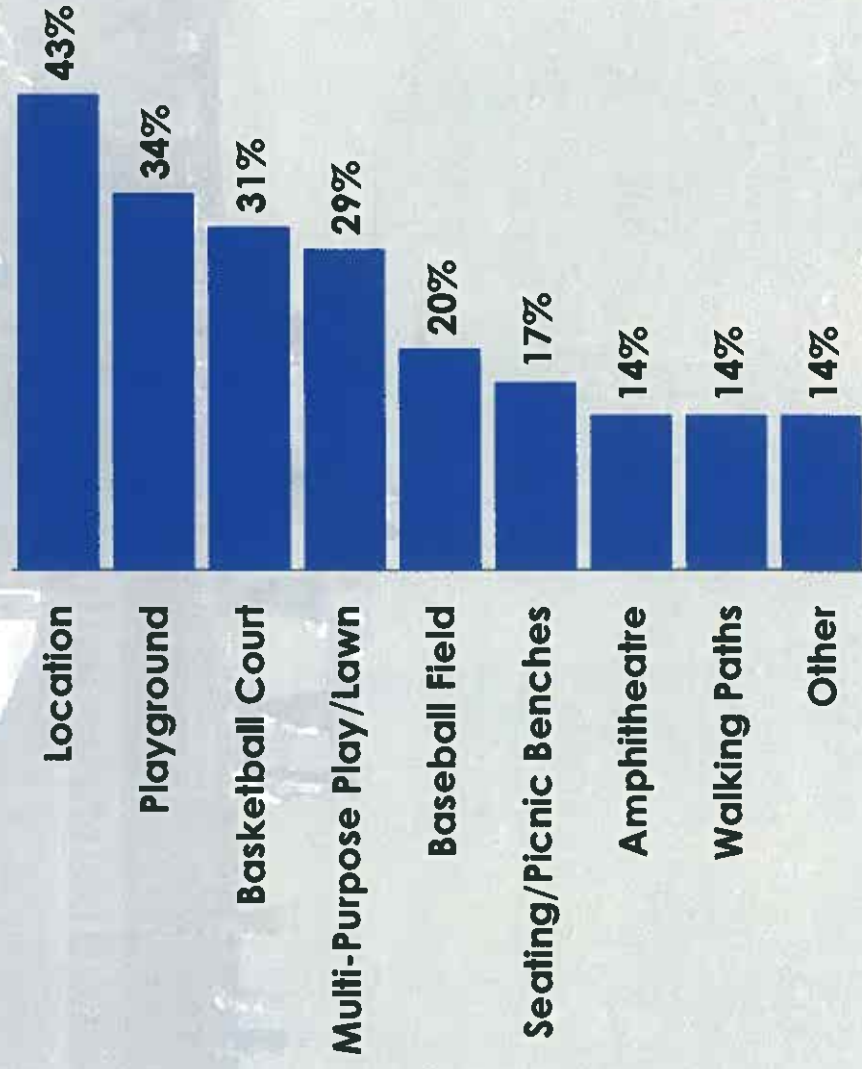
Programming and Concept Design

Outreach: Greatest Strengths and Recreational Assets

Community Meeting #1

- Location
- Community Park!
- Recreation for neighborhood children (typically in AM)
- Accessible – relatively flat
- Basketball Court
- Open lawn / green space
- Amphitheatre
- Lack of violence

Online Community Input Survey



DESIGN OF RYAN PARK

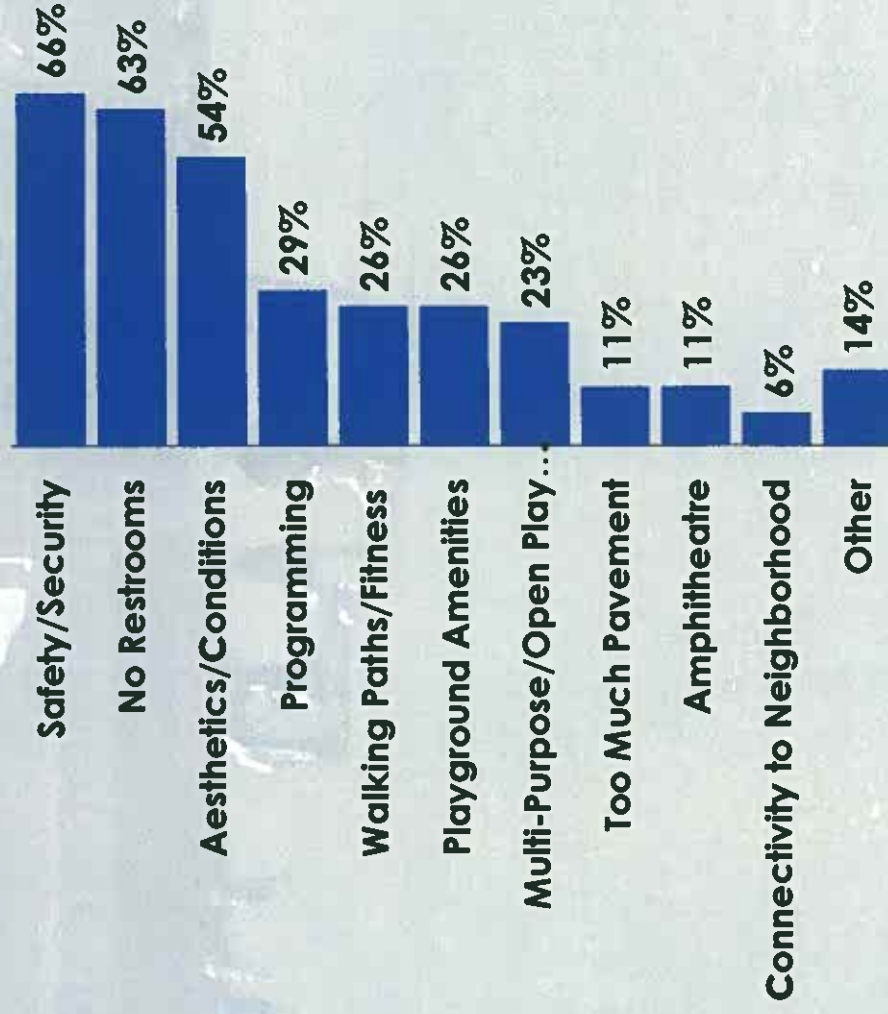
Programming and Concept Design

Outreach: Greatest Issues and Weaknesses

Community Meeting #1

- Location
- Size of park/usable space
- Not cohesive/defined
- Lack of “welcome factor”
- Maintenance
- Lack of facilities/restrooms
- Programming/variety
- Playground/Amphitheatre
- Lack of lighting
- Undesirable activity
- Places to hide/lack of visibility
- Lack of police presence
- Raymond Street
- Designing for safety – not use!
- Lack of identity
- Environmental concerns
- Dry egress
- Lack of City/Political “buy-in”

Online Community Input Survey



DESIGN OF RYAN PARK

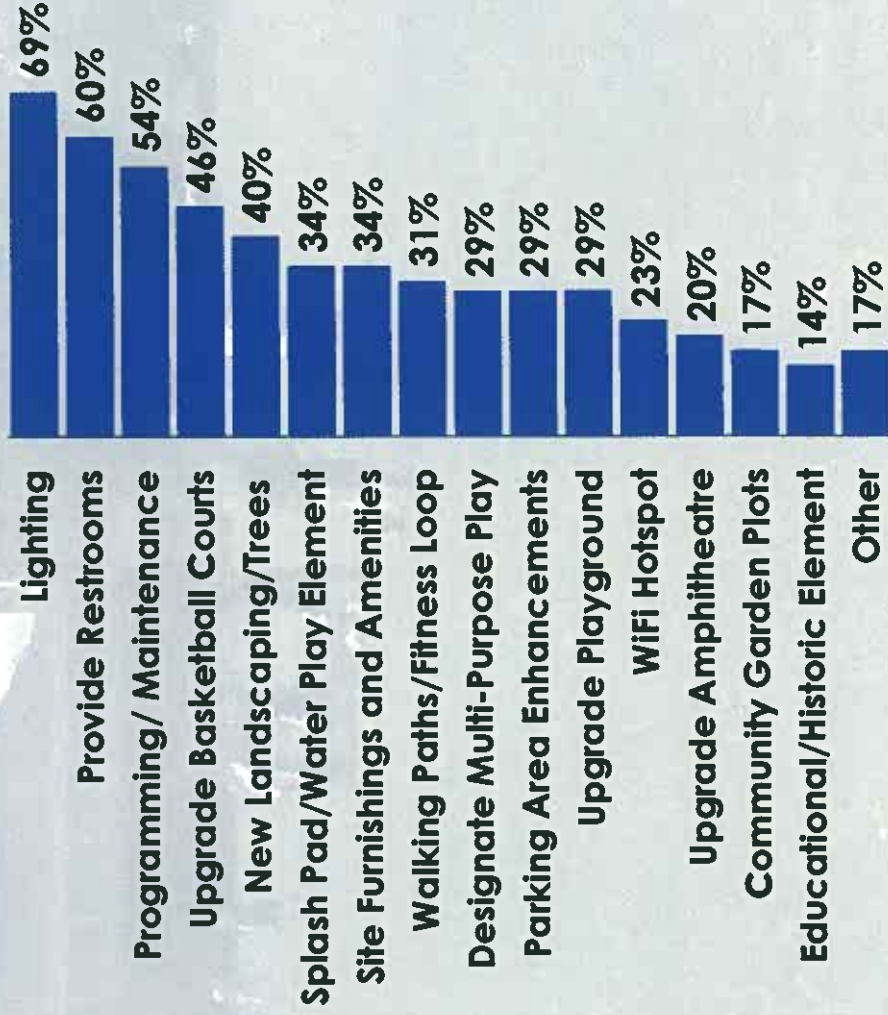
Programming and Concept Design

Outreach: Opportunities/Improvements to Best Enhance User Experience

Community Meeting #1

- Connection to S. Main St. and Water St.
- Gateway entrance/inviting edges
- Remove fencing
- Wayfinding/signage
- Community garden plots
- Education/outdoor learning
- Multi-purpose field/free play
- Basketball court upgrades
- Exercise/fitness loop
- Playground expansion
- Amphitheatre upgrade
- Splash pad/water play
- New site furnishings
- Electrical/water connections
- Restrooms
- Security lighting/cameras
- Solar/renewable energy
- WiFi Hotspot

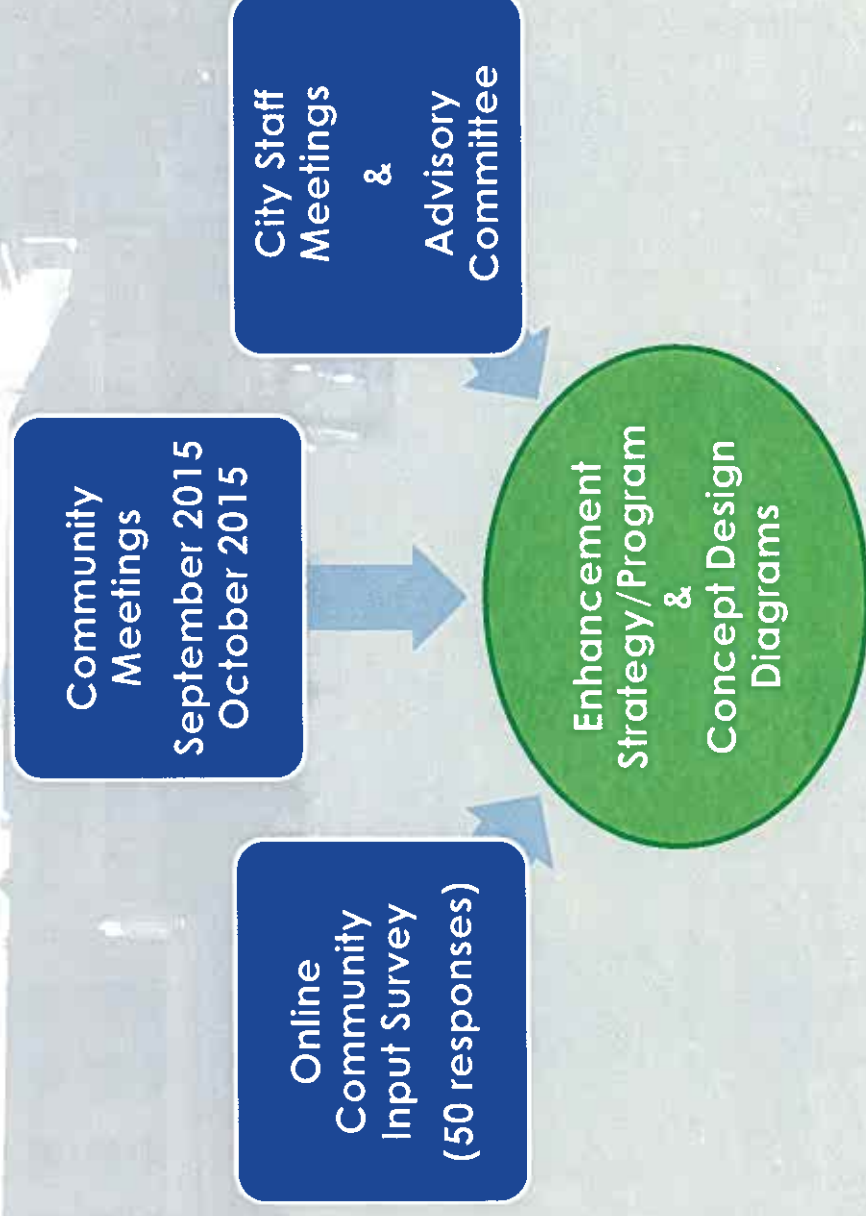
Online Community Input Survey



DESIGN OF RYAN PARK

Programming and Concept Design

Outreach Summary



DESIGN OF RYAN PARK

Programming and Concept Design

Enhancement Strategy / Program

Active Recreation

Improved playability, integration and increased play value & opportunities

Passive Recreation/Leisure Amenities

More diverse site amenities for a more enjoyable park experience

Connectivity and Accessibility

Neighborhood connectivity and a more welcoming, inviting appearance

Safety and Security

Increased user safety and enhanced security measures

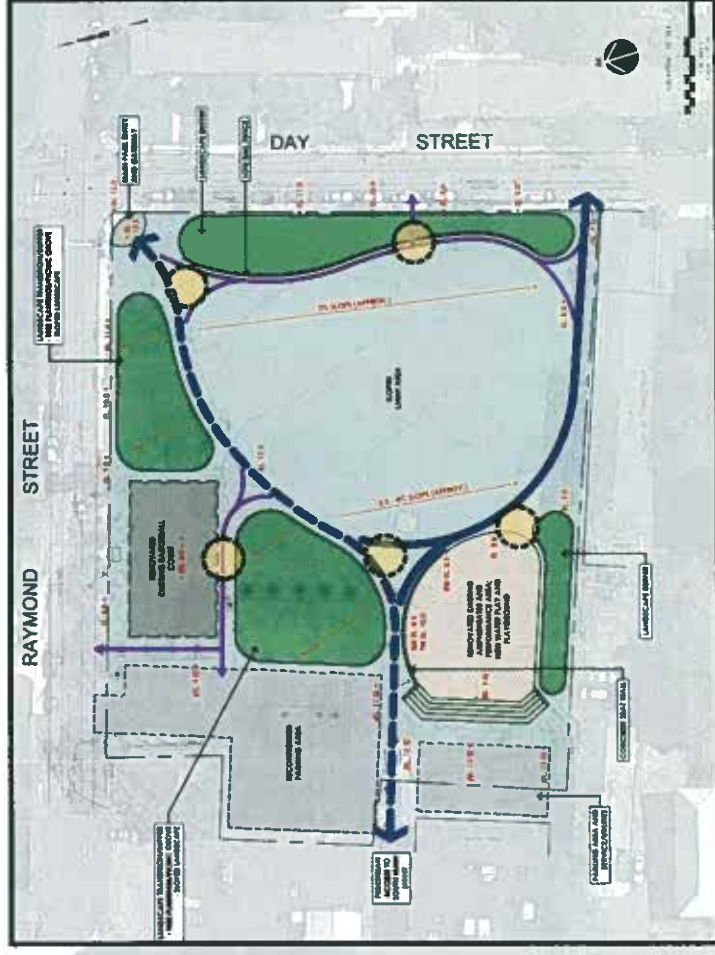
Maintenance and Operations

Easily maintained and improved aesthetics

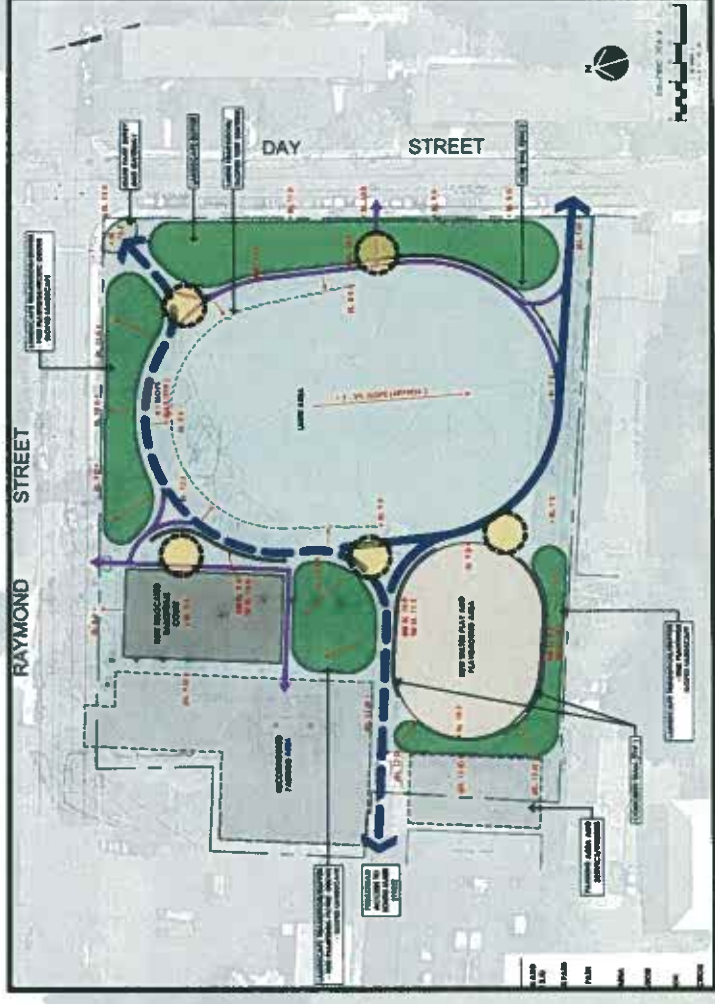
DESIGN OF RYAN PARK

Programming and Concept Design

Preliminary Concept Diagrams

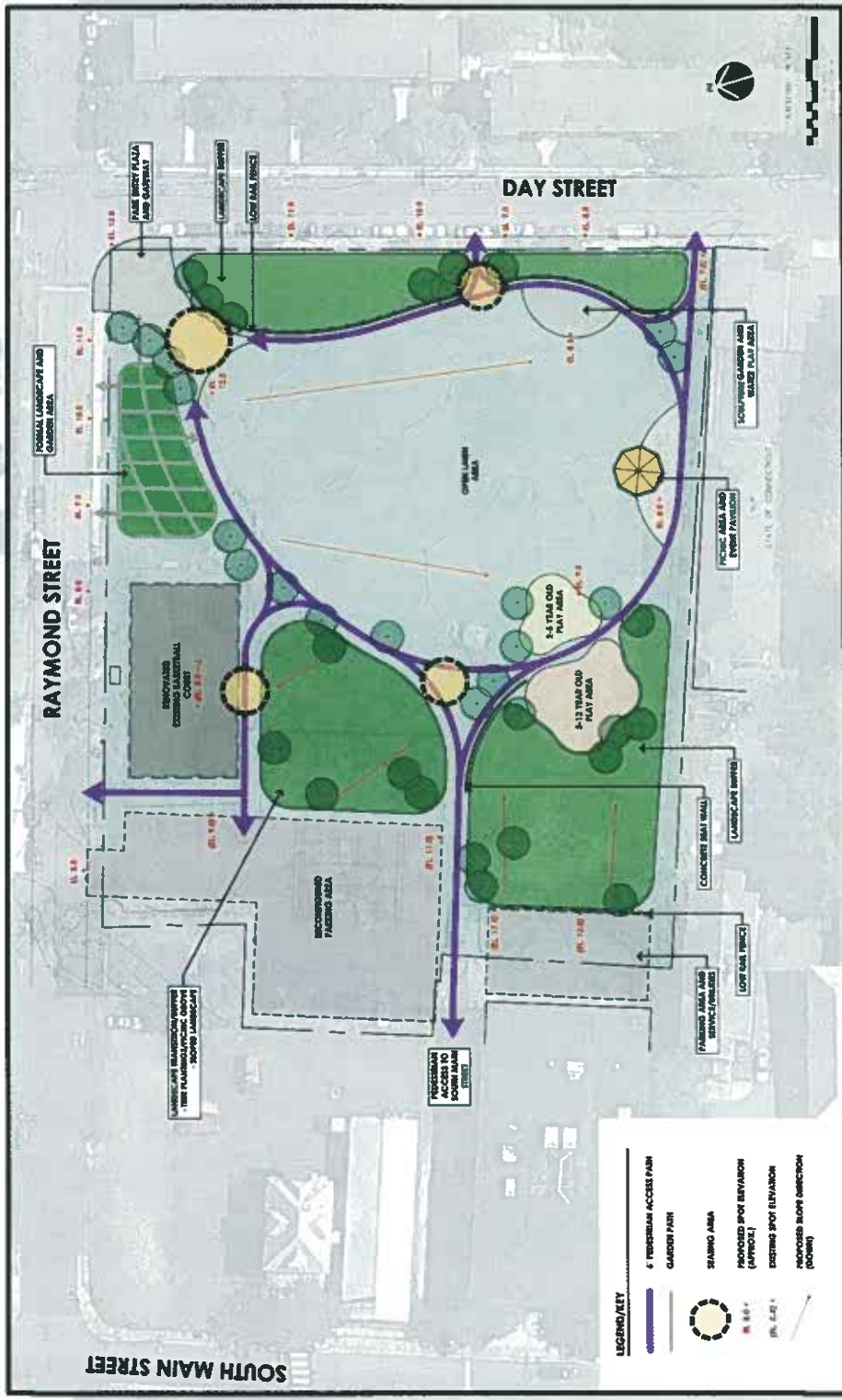


Alternative 'A'



Alternative 'B'

Design ams



Modified Concept Alternative

DESIGN OF RYAN PARK

Tonight's Agenda....

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DESIGN OF RYAN PARK

Preliminary Design

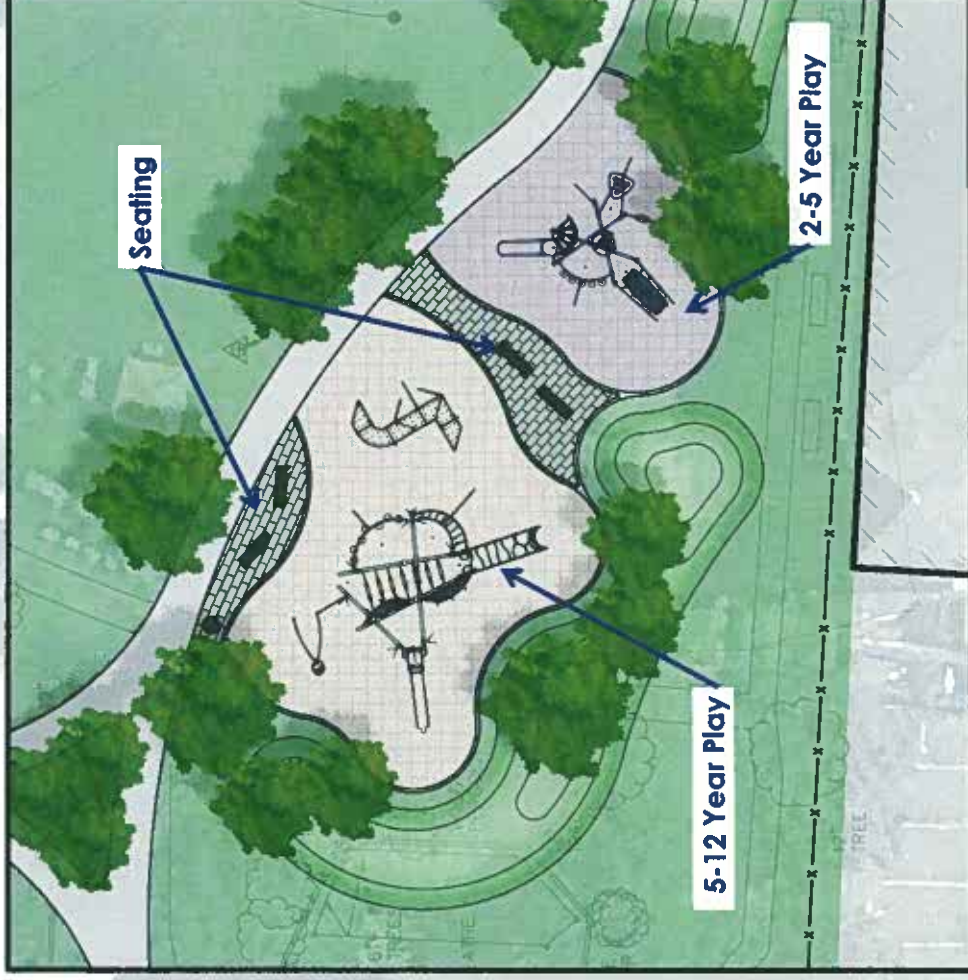


Preliminary Design Plan

DESIGN OF RYAN PARK

Preliminary Design

Active Recreation: Play Environment



- Play areas shifted east for better accessibility
- Age appropriate play areas and structures
- Landform/play mounds and natural features for unique, diverse play and definition of space

DESIGN OF RYAN PARK

Preliminary Design

Active Recreation: Play Environment



2-5 Year

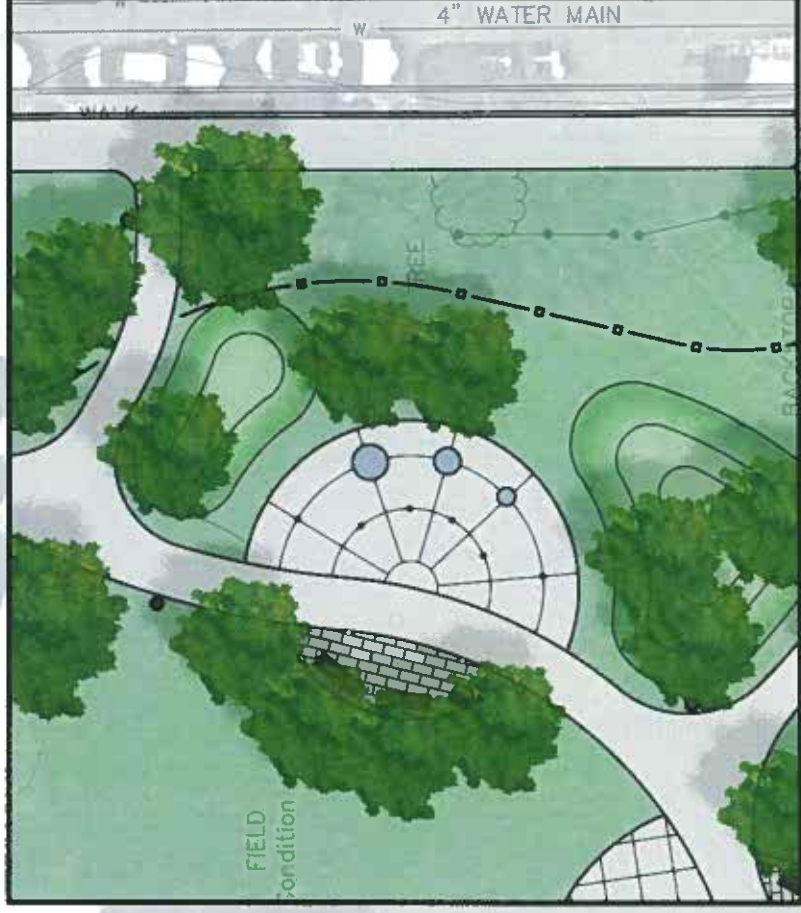


5-12 Year

DESIGN OF RYAN PARK

Preliminary Design

Active Recreation: Water Play / Sculpture Garden



- Sculptural water play and interactive experience
- Highly visible and accessible from street

DESIGN OF RYAN PARK

Preliminary Design

Active Recreation: Water Play / Sculpture Garden



Sculptural Play Elements



Ground Sprays

DESIGN OF RYAN PARK

Preliminary Design

Active Recreation: Basketball and Fitness



- **Basketball**
 - Renovated court and informal spectator/team seating
 - Improved safety, appearance and overall user experience
- **Fitness**
 - Stretching and exercise equipment stations located on walking loop



DESIGN OF RYAN PARK

Preliminary Design

Active Recreation: Basketball and Fitness



Improved Basketball Court



Fitness Stations – Step, Resistance, Cardio, Stretch



DESIGN OF RYAN PARK

Preliminary Design

Active Recreation: Walking Loop and Open Play



- 1/10th mile walking loop
- 1/3+ acre open/free play area



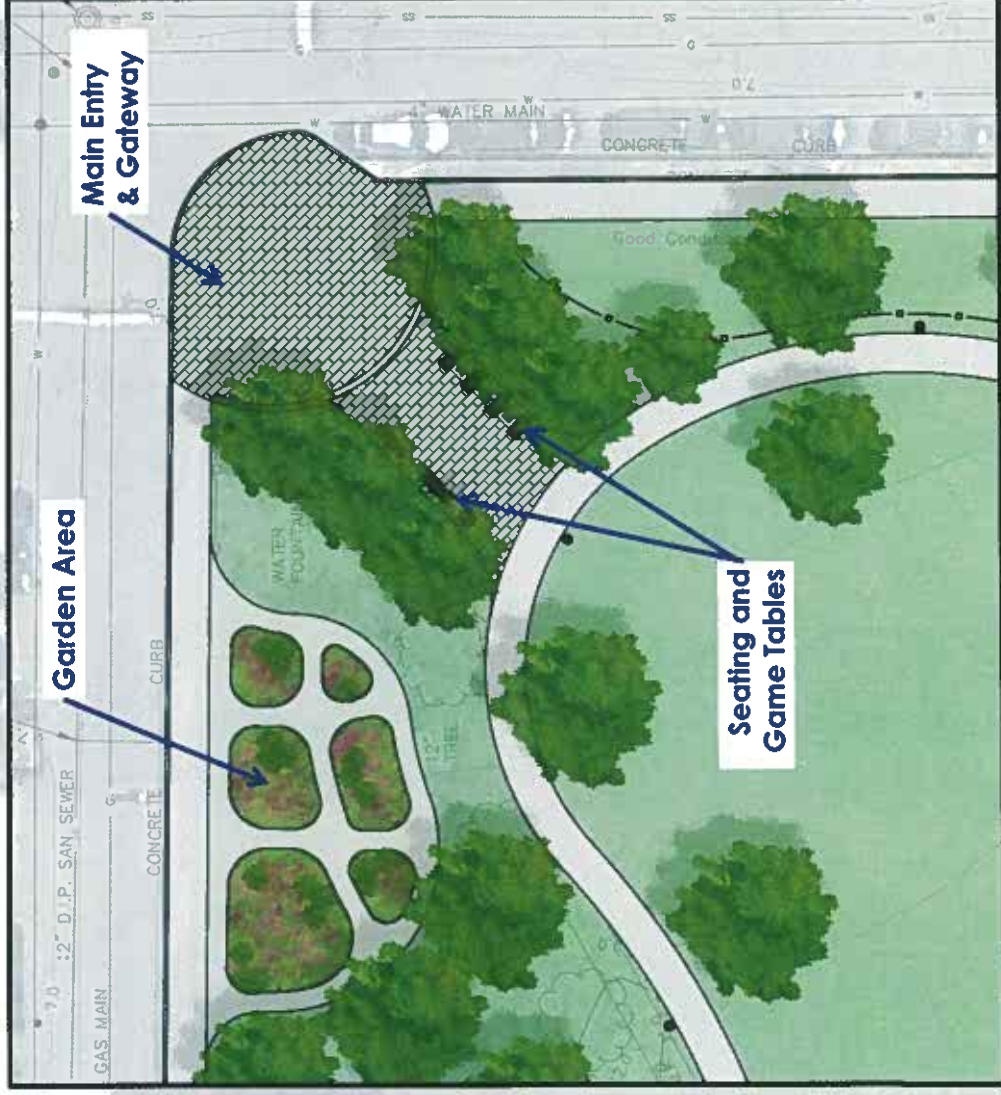
DESIGN OF RYAN PARK

Preliminary Design

Passive Recreation/Leisure: Gateway Seating and Garden



- **Main Park Entry and Gateway**
 - Inviting and welcoming
 - Highly visible community and group gathering space
 - Opportunity for public art cultural displays
 - Quiet seating & game tables
- **Garden Area**
 - Formal garden plots
 - Educational opportunities



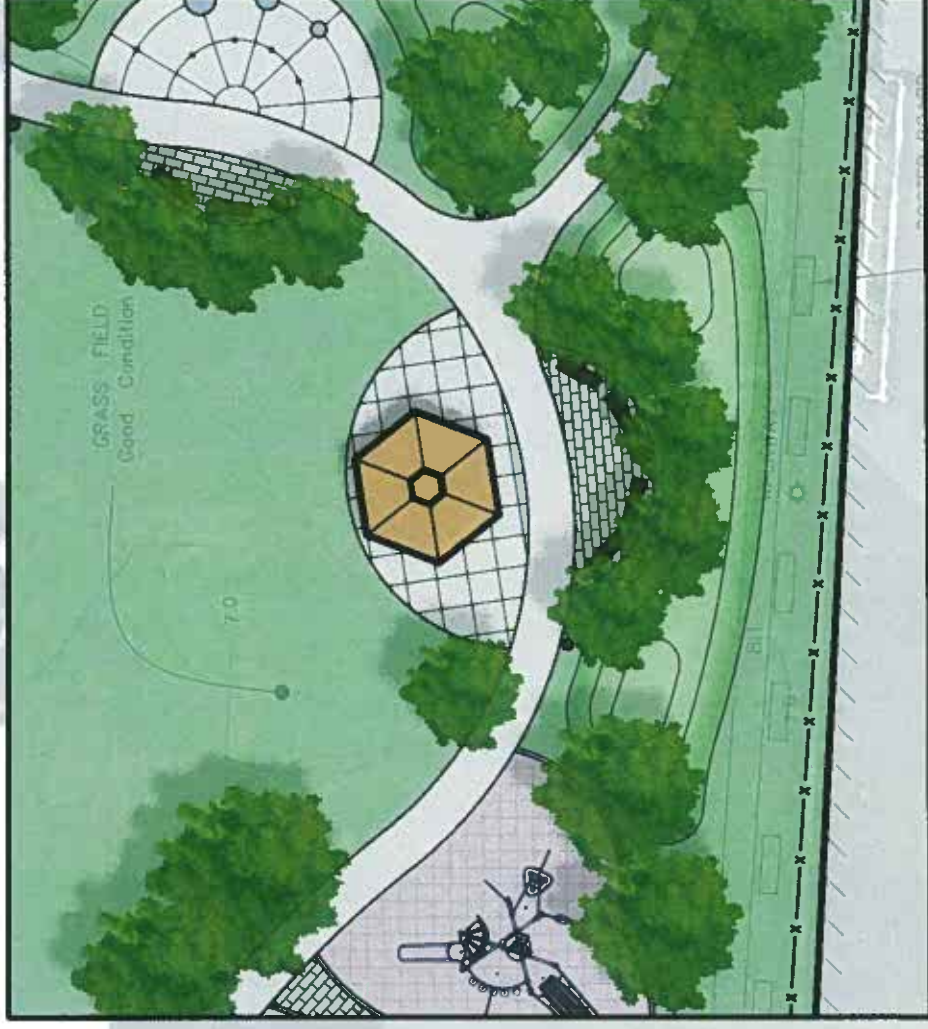
DESIGN OF RYAN PARK

Preliminary Design

Passive Recreation/Leisure: Picnic Pavilion



- Shaded seating and larger group gatherings
- Community event programming & performance space
- Easily accessible from play environments and lawn area



DESIGN OF RYAN PARK

Preliminary Design

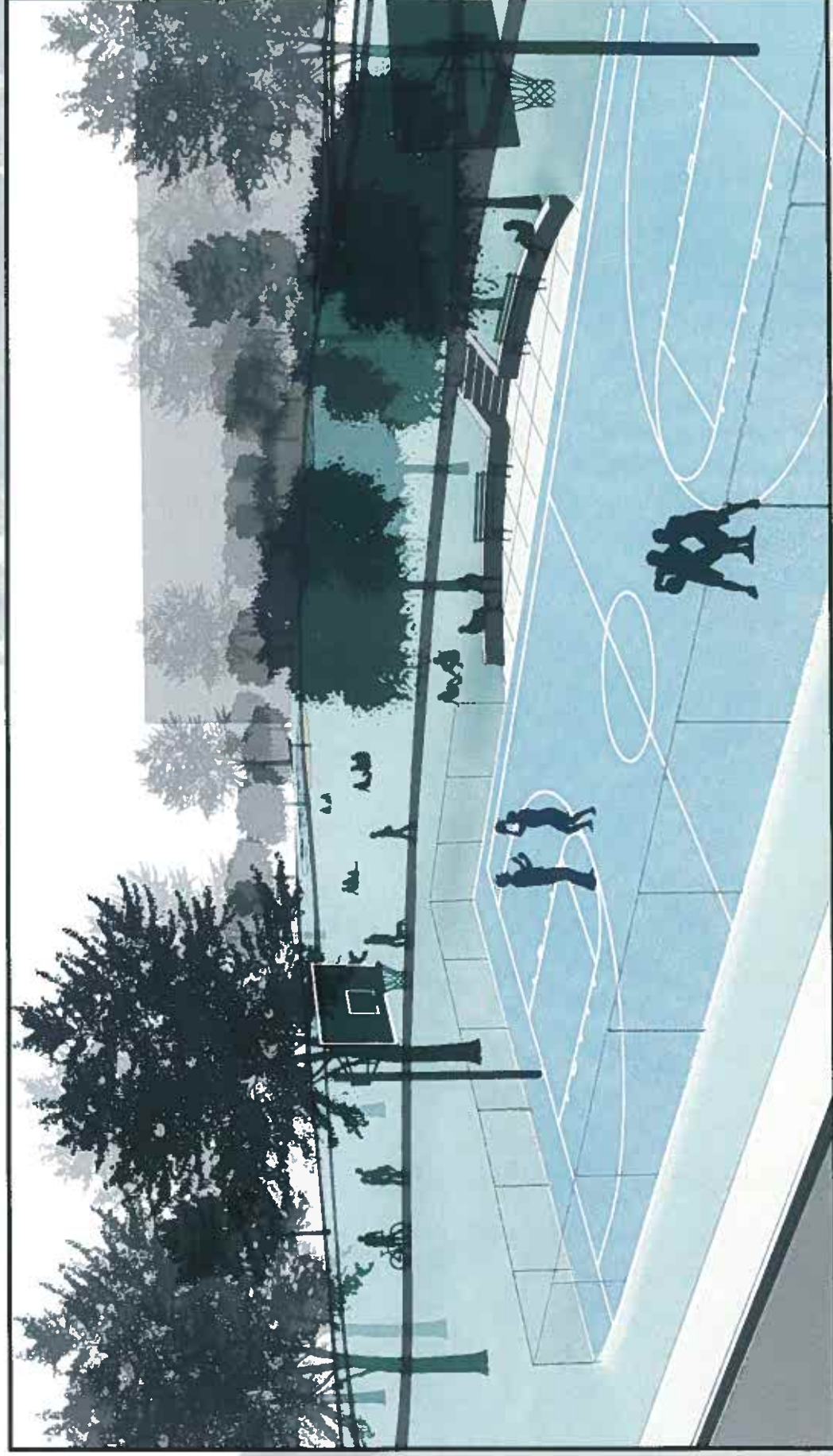
Passive Recreation/Leisure: Seating and Amenities



New Site Furnishings – comfort, convenience, interaction and aesthetics

DESIGN OF RYAN PARK

Preliminary Design



Perspective Rendering – View from Raymond St.

DESIGN OF RYAN PARK

Preliminary Design



Perspective Rendering – Gateway/Entry at Day St. and Raymond St.

DESIGN OF RYAN PARK

Preliminary Design

Connectivity and Accessibility

- Multiple park entry points/connections from surrounding streets
- Easy access to all park destinations
- Reconfigured parking and service/utility area (reduced paving)

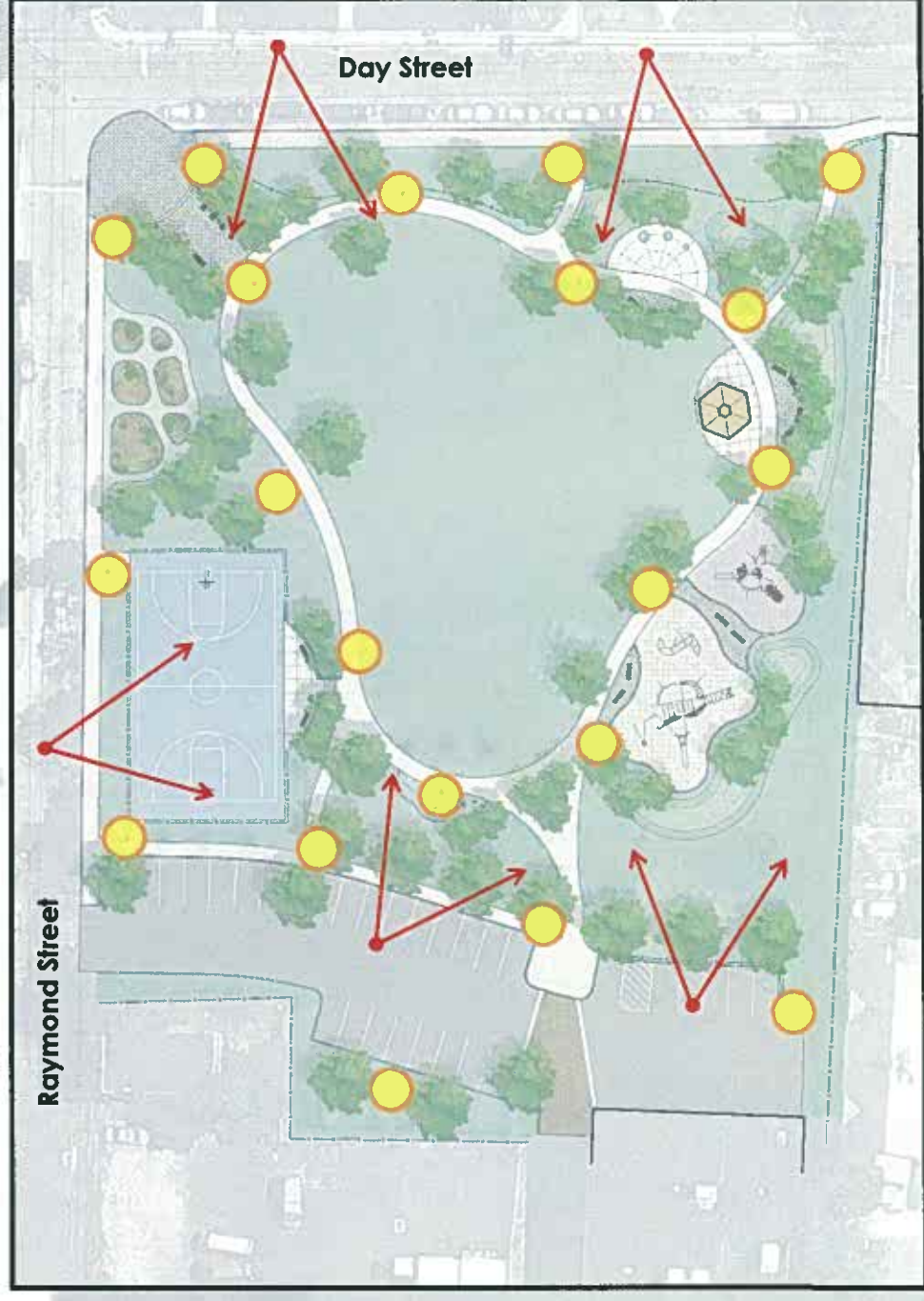


DESIGN OF RYAN PARK

Preliminary Design

Safety and Security

- Pedestrian path and parking area lighting
- Clear views into park
 - High branching deciduous trees
 - Minimal low plantings
 - Open views through perimeter fencing
- Parking area visibility



DESIGN OF RYAN PARK

Preliminary Design

Safety and Security



Pedestrian Lighting



High Visibility and Limited Barriers



DESIGN OF RYAN PARK

Preliminary Design

Maintenance and Operations

- Moderate turf slopes
- Limited edges and fencing for easy mowing
- Hardy, low-mess tree plantings
- Low maintenance plantings
- Durable materials and finishes



DESIGN OF RYAN PARK

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DESIGN OF RYAN PARK

Next Steps

- Present final Preliminary Design for approval to the Common Council
- Develop complete set of bid and construction documents for successful implementation of park improvements



RYAN PARK: PRELIMINARY SITE PLAN

NORWALK, CT

08.02.2016

Final Design

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: PUNCH GYM

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT: _____

TITLE: _____

YOUR NAME: STEFANIE TROPEA

TITLE: OWNER

ADDRESS: 345 MAIN AVE

E-MAIL ADDRESS: STEF@PUNCHGYM.NORWALK

CITY: NORWALK

STATE: CT

ZIP CODE: 06851

HOME PHONE: _____

BUSINESS PHONE: 354-9370

CELL PHONE: 461-5725

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: CRANBURY PARK PAVILION NUMBER OF PARTICIPANTS: 100

EVENT: BATTLE OF THE BELLES DATE REQUESTED: 10-23-16

SET UP TIME: 6AM STARTING TIME: 10AM ENDTIME: 6PM RAIN DATE: _____

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO ☒

ARE YOU SERVING FOOD: YES ☒ NO _____

ARE YOU REQUESTING A TENT? YES ☒ NO ☐ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

☒ YES NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

☒ YES NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

☒ YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES ☒ NO ☐ IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☒ NO ☐

If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [Signature]

DATE: _____

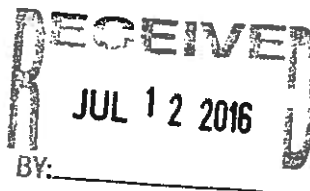
FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____

COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____

DIRECTOR'S SIGNATURE: _____ DATE: _____

(Signature required)



Date to Committee: 9/14/16
Entered into Calendar: _____
Deposit Received: _____
Insurance Received: _____
Entered into RecTrac: _____

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS
KENNEDY CLUB

ORGANIZATION NAME: Greenwich Kennel Club / Longshore Scent Sport Saint Permit
NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Dr. Stacey Blau TITLE: Show Chair Greenwich Kennel Club
YOUR NAME: Dr. Stacey Blau TITLE: Show Chair, Greenwich Kennel Club
ADDRESS: 18 Innisfree Place E-MAIL ADDRESS: sblau1@gmail.com
CITY: Eastchester STATE: NY ZIP CODE: 10709
HOME PHONE: 914 588 2375 BUSINESS PHONE: 914 588 2375 CELL PHONE: 914 588 2375

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Taylor Farm Park NUMBER OF PARTICIPANTS: 1,000
EVENT: 84th Greenwich Kennel Club AKC Dog Show, obedience & Rally trials
Longshore Scent Sport + Kennel Club HKC DATE REQUESTED: June 10th 2017
6/7 - 6/12 6/10-6/11 Dog show SET UP TIME: 6:00 AM STARTING TIME: 8:00 AM ENDTIME: 6:00 PM RAIN DATE: None
Set up tents 6/7 Breakdown 6/12
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO ☒

ARE YOU SERVING FOOD: YES ☒ NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES NO
YES NO
YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED
DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

IS THE GROUP GOING TO SWIM? YES _____ NO ☒ IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO _____
If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [Signature] DATE: 7/17/2016

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

Date to Committee: 8/10/16
Entered into Calendar: _____
Deposit Received: _____
Insurance Received: _____
Entered into RecTrac: _____

APPLICATION

SHOWMOBILE RENTAL APPLICATION FORM

7/27/16
TO 17317

NAME OF ORGANIZATION: Norwalk Seaport Association

REPRESENTATIVE NAME: Mike Reilly

ADDRESS: 132 Water St # 4

CITY: Norwalk CT 06854

BUSINESS PHONE: 203-838-9444 REPRESENTATIVE PHONE: (203) 258-7983

RENTAL DATES: 9/8/2016 9/12 TIME: 9 Am

LOCATION OF RENTAL: Vets Park

PURPOSE OF RENTAL: Cyster Festival

INSURANCE COVERAGE: Yes

FEE: \$400⁰⁰ DEPOSIT: ~~\$300~~ BOND:

APPLICANT SIGNATURE: M Reilly DATE: 7/27/2016

APPROVED BY: DATE:

COMMITTEE APPROVAL: DATE:

POLICY

We Will need the Additional Deck to make the Stage Large as possible Please Include

A. USE OF SHOWMOBILE

1. The Director of Recreation and Parks will allocate the use of the Showmobile to Norwalk based non-profit organizations subject to availability. The Recreation and Parks Committee and the Norwalk Common Council will decide which non-Norwalk organizations and for profit organizations are allowed to rent the Showmobile
2. Organizations using the Showmobile will not be allowed to mask any logo or any other portion on or in the Showmobile, nor can tap of any kind be used on any of its surfaces
3. Only authorized Personnel of the Recreation and Parks Department will be allowed to move and operate the Showmobile. Personnel must be hired to deliver, set up, close up and return it to the Norwalk Parks Department

B. RENTAL FEES: DEPOSITS AND BONDS

1. The Director shall establish all rental fees based on all Department costs of providing the Showmobile to the renting organization. The minimum fee for the use of the Showmobile is \$400.00 for Norwalk based non-profit organizations and \$600.00 for all other organizations. The Norwalk Exchange Club is exempt from the rental fee
2. A deposit of \$100.00 must accompany all applications. The deposit will only be refunded if the application is denied. In all cases where applications are approved the deposit will be used toward the final rental fee. All rental fees and operating costs exceeding the deposit must be paid in full 45 days prior to the organizations rental date
3. The Director may require a bond of up to \$1,000.00 on any rental, as well as specified insurance coverage
4. All organizations must name the City of Norwalk as additionally insured on a standard \$1,000,000.00 liability policy
5. All organizations must pay the operating costs for transportation, set up and removal of the Showmobile (NO EXCEPTIONS)

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: Stepping Stones Museum for Children PERSONAL/FAMILY ASSOCIATION/CLUB COMPANY/BUSINESS ☒
NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: _____ TITLE: _____
YOUR NAME: Mike Jacobucci TITLE: Director of Facilities
ADDRESS: 303- West Ave E-MAIL ADDRESS: mike@steppingstonesmuseum.org
CITY: Norwalk STATE: CT ZIP CODE: 06850
HOME PHONE: _____ BUSINESS PHONE: 203-899-0606 CELL PHONE: 203-822-8198

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Mathew's Park NUMBER OF PARTICIPANTS: _____
EVENT: Worldwide Day of Play DATE REQUESTED: 9/17/2016
SET UP TIME: 8:00 AM STARTING TIME: 10:00 AM ENDING TIME: 5:00 PM (RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION) RAIN DATE: NONE

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

ARE YOU SERVING FOOD: YES ☐ NO ☒

ARE YOU REQUESTING A TENT? YES ☐ NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE.

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☐ NO ☒

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☐ NO ☒

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED; DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS. IS THE GROUP GOING TO SWIM? YES ☐ NO ☒ IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR.

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒ If yes, name of person N/A. Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION.

APPLICANT'S SIGNATURE: [Signature] DATE: 7/21/16

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES ☐ NO ☐ N/A ☐ DATE: _____

COMMON COUNCIL APPROVAL: YES ☐ NO ☐ N/A ☐ DATE: _____

DIRECTOR'S SIGNATURE: _____ DATE: _____

MAIL TO:
NORWALK RECREATION AND PARKS DEPARTMENT
CITY HALL
125 EAST AVENUE
NORWALK, CT 06851
PHONE: 203-854-7806 FAX: 203-854-7869

To Comm: 8/10/16

Please see reverse
Signature required

[illegible]



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sport-Tech Construction
410 Route 22, Brewster, NY 10509

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company
55 West Street, POB 2300, Keene, NH 03431
State of Florida

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Norwalk
125 East Avenue, Norwalk, CT 06851

BOND AMOUNT: ***Ten Percent (10%) of the Amount Bid***

PROJECT:

(Name, location or address, and Project number, if any)

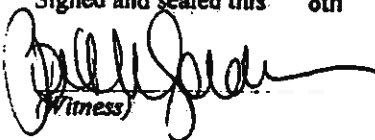
Brien McMahon High School Turf and Field Renovation
Project No. 3705

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of August, 2016


(Witness)

Sport-Tech Construction

(Contractor as Principal)

(Seal)

(Title)

NGM Insurance Company

(Surety)

(Seal)

(Title)

Diana Toledo, Attorney-in-Fact

Init.



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-02996725

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Christopher Greene, Diana Toledo, Jeffrey P Deldin, Peter Reeves, Scott Hainey, Raegan Guglielmo

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

B. R. Fox

Bruce R. Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval:

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R. Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

John Philip



John Philip
NOTARY PUBLIC
STATE OF FLORIDA
Comm. #FF12417
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

8th day of August, 2016.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 10, 2016, the following officers were elected and remain in office:

THOMAS M. VAN BERKELCHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
 EDWARD J. KUHLEXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
 JEFFREY B. KUSCH, DAVID S. MEDVIDOFSKY,
 MICHAEL D. LANCASHIRE,SENIOR VICE PRESIDENTS
 BRUCE R FOXVICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 DANIEL J. GAYNOR, NANCY GIORDANO-RAMOS, JANET M. ROOT
 JOHN THOMPSON, ROBERT HETZEL, DEBORAH E. MURPHYVICE PRESIDENTS
 AMY J. FREDERICKVICE PRESIDENT & CHIEF INFORMATION OFFICER
 THOMAS T. FRAZIERVICE PRESIDENT & CHIEF INVESTMENT OFFICER
 DEAN P. DORMANVICE PRESIDENT & CHIEF ACTUARY
 CATHERINE PARRISH, DEBRA POSPIEL, DEBORAH COHEN-JANSEN,
 LISA MURMAN, RONALD PROFAIZER, DARRYL OSMAN ASSISTANT VICE PRESIDENTS
 TIMOTHY O. MUZZEY ASSISTANT VICE PRESIDENT/ACTUARY
 KIMBERLY K. LAW, MARK FRIEDLANDER, KATHLEEN KILLGORE, NANCY PALMISANO,
 MICHELE SEYMOUR, ALICE MORIARTY, JEFFREY PRICE, DANIEL BLAU,
 JANE MCPHERSON, DEANA PESSINA, SCOTT SIMMONS ASSISTANT SECRETARIES

REGIONAL PRESIDENTS (Appointed)

MARK BERGER REGIONAL PRESIDENT, NORTHEAST REGION
 STEVE BERRY REGIONAL PRESIDENT, NEW ENGLAND REGION
 CHRISTOPHER COX REGIONAL PRESIDENT SOUTHEAST REGION
 TIFFANY DALY REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2015.

ADMITTED ASSETS

Bonds at Amortized Values \$1,397,394,541
 Stocks at Market Value 425,235,072
 First Mortgage Loans 15,422,841
 Real Estate 4,283,852
 Cash in Office and Banks (3,039,296)
 Short Term Investments 18,598,980
 Agent's Balance (Less than 90 Days) 218,872,372
 Accrued Interest 12,671,289
 Other Assets 255,380,357
TOTAL ADMITTED ASSETS \$2,344,819,808

LIABILITIES

Reserve for Losses \$637,394,211
 Reserve for Loss Adjustment Expenses 117,616,168
 Reserve for Unearned Premiums 461,789,022
 Reserve for Other Underwriting Expenses 41,995,393
 Reserve for Taxes, Licenses, and Fees 1,660,783
 Loss Drafts In Transit 0
 Other Liabilities 63,726,194
 Total Liabilities 1,324,181,771
 Policyholders' Surplus 1,020,838,037
TOTAL \$2,344,819,808

Securities as deposited by law, included above = \$ 8,000,923

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

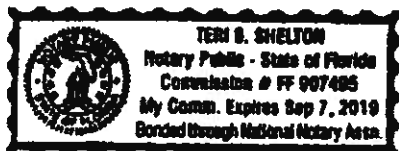
"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
 this 14th day of March, 2016

IN WITNESS THEREOF I hereunto subscribe
 my name and affix the seal of said company
 this 14th day of March, 2016

Teri S. Shelton

Nancy Giordano-Ramos
 Nancy Giordano-Ramos



FOR PRINCIPAL'S USE ONLY (Use Only One)

INDIVIDUAL ACKNOWLEDGEMENT
Unless a Corporation

STATE OF _____

ss:

COUNTY OF _____

On this _____ day of _____, before me personally came

to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument and daily acknowledged to me the execution of the same.

Notary Public

Notary Address

CORPORATE ACKNOWLEDGEMENT

STATE OF New York

ss:

COUNTY OF Putnam

On this 5 day of August, 2016, before me personally came

Robert Tranchida

to me known, who, being by me duly sworn, did dispose and say that he/she resides in _____

South Salem

that he/she is the _____ of the _____

Secretary
Sport-Tech Construction Corp.

the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Beth Golden
Notary Public

Beth Golden
Notary Public New York
Reg. No. 01GU6218912

My Commission Expires Feb. 1 2018

FOR SURETY USE ONLY

SURETY ACKNOWLEDGEMENT

STATE OF New York

ss:

COUNTY OF Putnam

On this 8th day of August, 2016, before me personally came

Diana Toledo

to me known, who being by me duly sworn, did depose and say that he/she resides in _____

Brewster, NY

County, that he/she is the Attorney-in-fact of

NGM Corporation, and the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

RAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU6207380
Qualified in Putnam County
Term Expires June 15, 2017

RAGL

SECTION 1 – FORMS OF PROPOSAL

1.1A Response Form – BID # 3705 – Turf and Field Renovation at Brien McMahon High School

Vendor Name - Sport-Tech Construction Corp.		
Address - 410 Route 22 Brewster, NY 10509		
Phone - 914-232-1040	Fax - 914-232-1802	Email - 100@ or eric@ sporttechconstruction.com
Manager - Eric Pugliese		Fed ID# 27-4836836

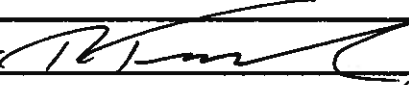
The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Construction – Turf and Field Renovation at Brien McMahon High School

Total Lump Sum Price	\$ 946,500. ⁰⁰
Total Lump Sum Price in Writing:	
Nine hundred forty-six thousand, five hundred dollars $\frac{1}{100}$.	

Bid Security in the form of a (check one) is attached.	☒ Bond	☐ Certified Check
Cost for performance bond <u>included in lump sum</u>	\$ 9,000. ⁰⁰	per thousand dollars.
Insurance Agency Name -	Borrelli + Russo Ins	Tel. - 914-939-0011
Agency Address -	555 Westchester Ave. Rye Brook, NY 10573	

Submitted by - 	Secretary
Authorized Agent of Company (name and title) Robert Tranchida, Secretary	Date 8.5.16

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	July 28, 2016	Addendum #		Dated	
Addendum #	2	Dated	Aug. 2, 2016	Addendum #		Dated	
Addendum #	3	Dated	Aug. 4, 2016	Addendum #		Dated	

CONTINUED TO NEXT PAGE

PROJECT:	3705- Turf and Field Renovation at Brien McMahon High School
VENDOR NAME:	Sport-Tech Construction Corp.

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - 5 yrs.
2. Number of personnel employed Part-time - N/A, Full - 15
3. List projects of this type/size your firm has completed within the last three years: - please see attached

Project	Date	Contact Person	Phone No.

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☐	limited liability corporation
	☐	limited liability partnership,
	☒	corporation doing business under a trade name
	☐	individual doing business under a trade name
		other (specify)

S-corp.

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No

CONTINUED TO NEXT PAGE

PROJECT:	3705- Turf and Field Renovation at Brien McMahon High School
VENDOR NAME:	Sport-Tech Construction Corp.

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:				
Business Name	N/A			
Address				
City		State		Zip
Name of Agent				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing. N/A

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION



410 Route 22, Brewster, NY 10509 - Phone: (914) 232.1640 – Fax (914) 232-1802 - www.sporttechconstruction.com

Experience & Qualifications

City of Norwalk

Renovate Tennis & Basketball Courts - Fox Run Elementary School \$125,000.00

Mike Mocciaie - mmocciaie@norwalkct.org

Purchasing Officer

City of Norwalk

203-854-7725

203-854-7817 fax

City of Norwalk

Construction of 3 Basketball Courts – Nathaniel Ely Elementary School \$129,800.00

Mike Mocciaie - mmocciaie@norwalkct.org

Purchasing Officer

City of Norwalk

203-854-7725

203-854-7817 fax

Iona Preparatory School - \$339,614.00

Renovation of Track & Field

Chad Somerville

255 Wilmot Rd, New Rochelle, NY 10804

914-384-4686

csomerville@ionaprep.org

Briarcliff Manor UFSD

Athletic Field Renovation - \$447,325.00

45 Ingham Rd

Briarcliff Manor, NY 10510

Anthony Bauso – 914-557-0941 – Facilities Director

Email: abauso@BRIARCLIFFSCHOOLS.ORG

Manhattanville College - \$225,000.00
Replacement of Turf and Extension of Field
Cheryl Dobson
Email: Cheryl.Dobson@mville.edu
2900 Purchase Street
Purchase, NY 10577
Phone: 914-323-5177

Eric Pugliese - President

1.3 SAMPLE CONTRACT

"The following document is the City's standard construction services contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel."

**CITY OF NORWALK
CONTRACT FOR CONSTRUCTION SERVICES
WITH «VendorName»
«Project»**

This Contract entered into this _____ day of _____, 2016, by the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "CITY"), acting by and through «ContractAuthorizer», its «ContractAuthorizerTitle», duly authorized, and «VendorName», a corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at «VendorAddress1» «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (hereinafter the "CONTRACTOR").

WITNESSETH: That the CITY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE

The CONTRACTOR shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as «Project» (hereinafter the "Project"). The Work shall be performed in strict compliance with the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions of contract; the Project Plans; Special Conditions and Addenda; State Labor Department minimum wage rates; any addenda to the specifications; and all requirements of the Contract Documents, as defined herein.

The CITY will compensate the CONTRACTOR for the satisfactory completion of the Project and of all of the CONTRACTOR's duties, obligations and responsibilities under this Contract, subject to additions and deductions as herein provided, the total sum of «ContractBudgetInEnglish»(\$«ContractBudget») in the manner set forth herein and the Contract Documents.

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the CITY exceeding the compensation stated herein. The CONTRACTOR's Work hereunder shall be overseen by «VendorAuthorizer», its duly authorized «VendorAuthorizerTitle».

The CONTRACTOR hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, locality and site of the Project (the Site) and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own examination, investigation and evaluation of such and not in reliance on any opinions or representations of the CITY or any third party, including any officer, agent, servant or employee thereof.

ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY

The Work to be performed under this Contract shall be administered on behalf of the CITY by «DepartmentHead», «DepartmentHeadTitle», referred to as the "Director." The CONTRACTOR acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the CITY. However, notwithstanding the above, no advice, directive or other recommendation or request by the CITY shall give rise to liability or responsibility on the CITY's part for any portion of the Work, nor shall it relieve the CONTRACTOR of its responsibilities hereunder.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include the Bid Documents; Addendum No. 1; the CONTRACTOR's bid response, dated _____; this written Contract, including all bonds and insurance certificates; the City of Norwalk Department of Public Works General Provisions; the general and technical specifications and conditions for the Project; the Project plans; Special Conditions and Addenda; State Labor Department minimum wage rates (if applicable); any addenda to the specifications; and all provisions required by law to be inserted in this Contract, whether or not physically inserted.

This Contract will supersede any Contract or contract form that may have been included in the bid specifications, which form was included for information purposes only, and any writings or documents not incorporated herein by specific reference. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the CONTRACTOR shall govern.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

The CONTRACTOR confirms that it has carefully examined the Project Site, as well as its surrounding territory. As a result, the CONTRACTOR acknowledges that it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Project site. The CONTRACTOR further acknowledges that it has secured such information by personal

investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the CITY; and that it will make no claim against the CITY by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the CITY, or for costs incurred as a result thereof.

In addition, the CONTRACTOR agrees that, prior to starting any part of the Work, it shall carefully study and compare the various drawings, plans and other Contract Documents relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

ARTICLE 5. DATE OF COMPLETION

The CONTRACTOR further agrees that it will begin the Project herein described within ten (10) days of the date hereof, unless written instruction from the Director is given to begin at a different date. The CONTRACTOR shall diligently and continuously prosecute and complete the same and coordinate its Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project and any other scheduling requirements listed in the Contract Documents, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed no later than «CompletedDate» (the "Completion Date"), unless such Completion Date is extended by written notice signed by the Director.

THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR'S WORK HEREUNDER.

No extension beyond this date of completion shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon such terms and conditions as may be set by the Director, which may include charges for professional services, engineering and inspection expenses incurred, (including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least fifteen (15) days prior to the date of completion set forth above.

The CONTRACTOR shall work during such days and times as required by the CITY so as not to interfere with its use or operation of the Site. However, if the CITY deems it necessary, it may direct the CONTRACTOR to work overtime. If so directed, the CONTRACTOR shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the CITY will pay the CONTRACTOR for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the CITY.

The CONTRACTOR shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The CONTRACTOR shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the CITY's overall schedule requirements and it shall continuously monitor the Project schedule so as to be fully familiar

with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The CONTRACTOR shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

In the event the CONTRACTOR is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the CITY or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the CONTRACTOR, its officers, agents, employees, subcontractors or suppliers, the CONTRACTOR's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the CONTRACTOR shall not be entitled to any such extension of time unless the CONTRACTOR (1) notifies the CITY in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control.

In no event shall the CONTRACTOR be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

In the event of a delay in the progress of the Work or disruption of, hinderance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the CONTRACTOR or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the CITY including, legal fees and disbursements incurred by the CITY (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the CONTRACTOR and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the CITY may or shall become liable, no extension of time shall be granted and the CONTRACTOR (and its surety) shall be liable to compensate the CITY for and indemnify it against all such costs, expenses, damages and liability. In addition, the CONTRACTOR shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the CONTRACTOR fail to make up for the time lost by reason of such delay, the CITY shall have the right to hire other contractors to work overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the CONTRACTOR hereunder.

ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the CITY determines that, for any reason deemed to be in the best interests of the Project, the scope of Work or plans for the Project should be revised to provide for changes,

deletions, contingencies, additional or extra work, it may issue a Change Order to the CONTRACTOR. Once the CITY has issued and signed a written Change Order in its standard form, the CONTRACTOR shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the CITY shall not constitute grounds for a claim by the CONTRACTOR for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

All changes, additions or omissions in the Work ordered in writing by the CITY shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials. The CONTRACTOR shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of CONTRACTOR's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the CITY shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

Payment for any unforeseen Work and/or changes shall be made as provided for in the Standard Specifications.

ARTICLE 7. MEANS AND METHODS

The CONTRACTOR shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The CONTRACTOR shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. CONTRACTOR further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

ARTICLE 8. NO COLLUSION OR FRAUD

The CONTRACTOR hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the CONTRACTOR for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the CITY, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 9. ESTIMATES AND PAYMENT

As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the CITY, the CITY hereby agrees to make payments to the CONTRACTOR, based upon the prices set out in the CONTRACTOR's Proposal. The procedure for processing payments is as follows: on or before the last day of each month the CONTRACTOR shall submit to the CITY, in the form required by the CITY, a written Application For Payment showing the value of the Work performed and in place as of that date. From this amount shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the CONTRACTOR. The balance of such Application must be approved by the CITY and should represent the value of Work done and material furnished in accordance with the terms and conditions of this Contract during the preceding month. The CONTRACTOR shall be paid ninety-five (95%) percent of such amount. The five (5) percent retained shall be held by the CITY until final completion and acceptance of all Work covered by this Contract; compliance by the CONTRACTOR with all of its responsibilities hereunder including the provision of signed waivers of lien from CONTRACTOR, its subcontractors and suppliers; the posting of a twenty-five percent (25%) maintenance bond by the CONTRACTOR insuring the Project for a period of two (2) years from the date of final acceptance; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

Prior to commencing the Work, the CONTRACTOR shall submit to the CITY a detailed Schedule of Values showing the breakdown of the total contract price into its various parts for approval. The CITY may modify the Schedule of Values, or may require additional information or a more detailed breakdown of costs, subject to their final approval. All Applications for Payments will thereafter be submitted according to the approved payment Schedule.

The CITY reserves the right to advance the date of any payment (including the final payment) under this Contract if, in its judgment, it becomes desirable to do so.

The CONTRACTOR agrees that, if and when requested to do so by the CITY, it shall furnish such information, evidence and substantiation as the CITY may require with respect to the nature and extent of all obligations incurred by the CONTRACTOR for or in connection with the Work, all payments made by the CONTRACTOR thereon, and the amounts remaining unpaid and the reasons therefor.

The CONTRACTOR warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the CITY either by incorporation in construction or upon receipt of any payment for the same by the CONTRACTOR, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the CONTRACTOR, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an Contract or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the

CONTRACTOR or such other entity or person.

With each Application For Payment the CONTRACTOR shall certify to the CITY that the Work, for which payment is requested, has been fully completed in accordance with the Contract Documents; that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and that the CONTRACTOR has no claim outstanding against the CITY related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the CITY prior to the filing of such Application For Payment. If requested to do so, the CONTRACTOR will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the CITY.

The CONTRACTOR's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

It is further agreed that so long as the CONTRACTOR fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the CONTRACTOR shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the CONTRACTOR fully and satisfactorily complies with all such directions.

If any of the following occurs: (1) a claim or lien is made or filed with or against the CITY, the Project, or the Project funds by any person claiming that the CONTRACTOR or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the CITY might become liable and which is chargeable to the CONTRACTOR; (3) the CONTRACTOR or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project; (4) or if the CONTRACTOR fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the CITY shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the CITY for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The CITY shall have the right to apply and charge against the CONTRACTOR so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the CONTRACTOR shall be liable for the difference and promptly pay the same to the CITY. No person shall have any right or claim by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision.

This provision is not intended to limit or in any way prejudice any other right of the CITY.

No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the CONTRACTOR from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the CITY constitute acceptance of the Work or any part thereof.

If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the CONTRACTOR, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The CITY will pay the CONTRACTOR therefor at the item prices in the Contract upon the CONTRACTOR's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the CONTRACTOR upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The CONTRACTOR shall, within thirty (30) days after its receipt of payment from the CITY, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY.

The CONTRACTOR shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due any of its own subcontractors, (second tier subcontractors), whether for labor performed or materials furnished, within thirty (30) days after such contractor or subcontractor is paid by the CONTRACTOR an amount that includes payment for labor or materials furnished by such second tier subcontractor.

ARTICLE 11. FINAL PAYMENT

Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the CITY accepts the Project and approves of all the Work performed hereunder; (2) the CONTRACTOR submits the following documents satisfactory to the CITY (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the CITY or CITY's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory maintenance bond posted with the CITY ensuring the Project in compliance with Section 109-13 of the General Conditions for a period of two (2) years from the

date of final acceptance; (e) the CONTRACTOR provides all required certifications that all products and materials comply with applicable specifications and have been properly installed and/or incorporated into the Project including all applicable manufacturers' warranties for same; (f) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the CITY, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the CONTRACTOR, in a form satisfactory to the CITY, of a general release running to and in favor of the CITY; (g) all required Certified Payrolls acceptable to the State of Connecticut Department of Labor; and (h) all Change Orders with sufficient backup/documentation acceptable to the CITY. Should any claim be made or other obligation arise after final payment is made, the CONTRACTOR shall refund to the CITY all expenses paid by the CITY to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If the CONTRACTOR cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the CITY, the CONTRACTOR may furnish a bond satisfactory to the CITY promising to indemnify the CITY against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the CITY, the CONTRACTOR shall reimburse the CITY for moneys the CITY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment being tendered by the CITY shall constitute a waiver of claims by the CITY except those arising from:

- A. unsettled liens;
- B. faulty or defective Work or materials;
- C. failure of the Work or materials to comply with requirements of the Contract Documents; or
- D. terms of special warranties provided by the CONTRACTOR, its suppliers, or its subcontractors, or within the Contract Documents.
- E. Claims arising after the authorization of any payment.

Acceptance by the CONTRACTOR, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the CITY from any and all claims of any liability or responsibility to the CONTRACTOR for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the CITY or any of its officers, agents, or employees unless the CONTRACTOR serves a detailed and verified statement of claim upon the CITY prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The CONTRACTOR's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

ARTICLE 12. FINAL ACCEPTANCE OF WORK

When, in the opinion of the Director, the CONTRACTOR has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the CONTRACTOR, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the CITY shall thereupon notify the CONTRACTOR in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the CITY has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

ARTICLE 13. SAFETY

The CONTRACTOR agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

The CONTRACTOR shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the CITY and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The CONTRACTOR shall, immediately upon receiving written notice from the CITY, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or the Plans, Specifications or other Contract Documents. The CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The CONTRACTOR agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the CONTRACTOR neglect to take such corrective measures, the CITY may do so at the cost and expense of the CONTRACTOR and may deduct the cost thereof from any payments due or to become due to the CONTRACTOR.

Notwithstanding the foregoing, CONTRACTOR shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the CITY. Nothing set forth herein, nor any action or failure to act by the CITY, shall relieve the CONTRACTOR of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS

The CONTRACTOR shall comply with all applicable laws, codes and regulations governing the Work and the Project, including any and all special requirements of the Contract Documents, including specifically the City of Norwalk Code Chapter 34 and shall require the same of its Trade Contractors and Subcontractors. In addition, all Trade Contractors and Subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

A. Equal Employment Opportunity and Affirmative Action

The CONTRACTOR for itself and all subcontractors and subconsultants employed in connection with the Project shall agree to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Presidential Executive Orders Numbers 11246, 11375 and 11063.

The CONTRACTOR or its subcontractors and subconsultants further agree and warrant that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness -unless it is shown by the CONTRACTOR, its subcontractors and/or subconsultants that such disability prevents performance of the Work involved- in any manner prohibited by the laws of the United States or of the State of Connecticut. The CONTRACTOR further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The CONTRACTOR shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The CONTRACTOR agrees to comply with any request of the City of Norwalk or the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

For purposes hereof, discrimination in employment shall include, but need not be limited

to, employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship.

The CONTRACTOR agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The CONTRACTOR will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

B. In addition, CONTRACTOR shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a);
Davis Bacon Act;
- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the
Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;
- The Americans With Disabilities Act;

C. Prevailing Wage Requirements

This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

The CONTRACTOR shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the CONTRACTOR be entitled to any additional payment or any increase in the costs, fees or expenses payable by the CITY hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

D. State Labor and Employment Regulations

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation

or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the total cost of all Work to be performed in connection with the Project is Four Hundred Thousand Dollars (\$400,000.00) or more, or for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the CITY of Norwalk. Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

In the event that the CITY determines that any mechanic, laborer or workman employed by the CONTRACTOR or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the CITY may, by written notice to the CONTRACTOR, terminate the CONTRACTOR's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the CITY may prosecute the Work to completion by contract or otherwise and the CONTRACTOR and its sureties shall be liable to the CITY for all costs incurred thereby in excess of the compensation to be paid under this Contract.

Each employer subject to the provisions of Section 31-53 of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

A. If, at any time, the CITY determines that the Work hereunder is not being performed according to the Contract or for the best interest of the CITY or should the CONTRACTOR at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the CONTRACTOR a petition in bankruptcy or for an arrangement or reorganization; or should the CONTRACTOR become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the CONTRACTOR's part, the CITY shall have the right, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the CONTRACTOR and proceed with the Work under its own direction in accordance with the Contract specifications and in such manner as the Director determines to be in the best interests of the CITY or, the CITY may terminate the CONTRACTOR's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project.

In any of the foregoing events, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the CITY, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, including attorneys' fees, and all other charges incurred by the CITY for the completion of the Work as a result shall be charged to the CONTRACTOR and deducted by the CITY from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the CITY and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurment, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the CONTRACTOR and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the CONTRACTOR's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the CONTRACTOR to the CITY. In computing the amounts chargeable to the CONTRACTOR, the CITY shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the CONTRACTOR shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

Should the CITY reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the CONTRACTOR pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation.

Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the CONTRACTOR and the CITY may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

Termination or suspension under this section shall not give rise to any claim against the CITY for damages or compensation in addition to that provided hereunder.

ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

The Work shall be performed and furnished under the direction and to the satisfaction of the CITY and, where appropriate, its Architect or Engineer. The CONTRACTOR shall be responsible for identifying any ambiguity in, or difference in interpretation of the plans, specifications or other Contract Documents, or between or among any of them, and immediately submitting the issue to the CITY, which will transmit the same to the responsible professional designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The CITY will furnish to the CONTRACTOR any additional information and Plans as may be prepared to further describe the Work and the CONTRACTOR shall conform to and abide by the same.

Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the CONTRACTOR to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

The CONTRACTOR shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the CONTRACTOR of its obligation to perform the Work according to the Plans, Specifications, the Special Conditions, Addenda and all other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

The CONTRACTOR's submission of a shop drawing shall constitute the CONTRACTOR's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the CONTRACTOR shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the CITY in writing and allow the CITY a reasonable time to have such improper conditions and defects

remedied.

ARTICLE 17. REJECTED WORK AND MATERIAL

In the event the CITY finds that the materials furnished, the finished Project or the Work performed hereunder by the CONTRACTOR, for any reason, does not conform with the requirements of the Contract Documents including any performance and Project specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the CITY, by and at the expense of the CONTRACTOR.

The CONTRACTOR agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the CITY and replace the same with Work or material satisfactory to the CITY. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18. LAWS, PERMITS, AND LICENSES

The CONTRACTOR shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the CITY. CONTRACTOR shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

The CONTRACTOR shall at any time upon demand furnish such proof as the CITY may require showing such compliance and the correction of such violations. The CONTRACTOR agrees to save harmless and indemnify the CITY, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the CONTRACTOR's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 20. SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the CONTRACTOR nor

shall the CONTRACTOR's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

ARTICLE 21. RESPONSIBILITY FOR THE SITE

At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the CONTRACTOR shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the CONTRACTOR or anyone employed by it in the performance of the Work, however caused. Accordingly, the CONTRACTOR shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the CONTRACTOR fail to perform any of the foregoing to the CITY's satisfaction, the CITY shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the CONTRACTOR.

ARTICLE 22. INSURANCE

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing the Project, the CONTRACTOR shall furnish the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

ARTICLE 23. INDEMNIFICATION

The CONTRACTOR expressly agrees to at all times indemnify, defend and save harmless the City of Norwalk and its respective officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly

arising out of, related to or connected with the Project and the Work to be performed hereunder by the CONTRACTOR, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The CONTRACTOR shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

The CITY may withhold from any payment due or to become due to the CONTRACTOR an amount sufficient in its judgment to protect and indemnify the CITY, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the CONTRACTOR of its duty to defend the CITY or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the CONTRACTOR, the CITY, or any Indemnified Party, by legal proceeding or Contract.

In furtherance to but not in limitation of the indemnity provisions in this Contract, CONTRACTOR hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

ARTICLE 24. SUBCONTRACTING AND ASSIGNMENTS

The CONTRACTOR shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

In the event that the CITY approves of the hiring of subcontractors or subconsultants to pursue the Project, the CONTRACTOR agrees to cooperate as fully as possible with the CITY and any and all such subcontractors and subconsultants in the interests of the Project. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the CITY to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which CONTRACTOR is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract Contract shall preserve and protect the rights of the CITY and the Project Architect/Design Engineer, under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the CITY pursuant to the Contract Documents.

Nor shall CONTRACTOR assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the CITY in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event CONTRACTOR assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the CITY of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the CITY until the CITY provides its written consent to such Assignment. CONTRACTOR agrees that any such Assignment shall not relieve the CONTRACTOR of any of its Contracts, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the CITY and assignee or transferee. CONTRACTOR further agrees that all of the CITY's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY from and against any and all loss, cost, expense or damages that the CITY has or may sustain or incur in connection with such Assignment.

ARTICLE 25. WARRANTY

The CONTRACTOR hereby warrants to the CITY that all of the Work shall be in conformance with the Plans, Specifications, and all Contract Documents and shall be of good quality and free from any faults and defects.

The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the CITY any portion of the Work, materials or equipment which, at any time up until two (2) years from the date of final acceptance of the Work hereunder, the Architect or the CITY shall condemn as unsound, defective or improper or as in any way failing to conform to this Contract or the plans, specifications or other Contract Documents, and the CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment.

Without limiting the generality of the foregoing, the CONTRACTOR warrants to the CITY that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the CITY's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by CONTRACTOR at its own cost and expense. All warranties contained in this Contract and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE 26. NOTICE OF CLAIMS

Claims by either party must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the claimant first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the other party at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the claimant's information.

ARTICLE 27. LIQUIDATED DAMAGES

It is understood by the parties that timely completion of the Project is essential. Failure of the CONTRACTOR to complete the Project by the date stated herein will result in the CITY and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the CONTRACTOR fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the CONTRACTOR, the sum of _____ **HUNDRED DOLLARS (\$_____)** for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Contract. This sum shall not be imposed as a penalty, but as liquidated damages due the CITY from the CONTRACTOR by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

ARTICLE 28. GENERAL PROVISIONS

A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the CITY for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the CITY beyond such moneys as are properly made available and appropriated for the Project.

B. The relationship of the CONTRACTOR to the CITY is that of an independent CONTRACTOR. The CONTRACTOR covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the CITY by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

C. The CONTRACTOR hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the CONTRACTOR be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The CONTRACTOR further agrees to include the foregoing

certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.

D. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Contract.

E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

F. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all Contracts and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.

I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.

J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City:

«DepartmentHead»,
«DepartmentHeadTitle»
Norwalk «Department» Department

With copies to:

Office of Corporation Counsel
City Hall, 125 East Avenue, Room 237
Norwalk, Connecticut 06856-5125

To the Contractor:

«VendorAuthorizer», «VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorCity», «VendorState» «VendorZip»

K. The CITY of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

L. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with and must require its subcontractors and consultants to comply with. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes in law or regulations as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of this Contract. The Contractor shall observe all federal, state and local laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

M. In case of a conflict between the provisions of the Contract any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced herein, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

N. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date effective of the Contract.

O. The Contractor shall cooperate fully with the City and permit the City, or other

state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

P. The CONTRACTOR hereby represents to the CITY as follows:

(i) That it is a legally existing corporation under the laws of its state of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

ii) that it has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

(iii) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder;

(iv) that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

(v) that it is in compliance with all applicable regulations and laws governing employment practices.

IN WITNESS WHEREOF, this Contract has been executed in four (4) counterparts by the CITY, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto, and the CONTRACTOR has duly executed this Contract on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date Signed: _____

Signed, Sealed and Delivered
in the Presence of:

«VendorName»

Witness

Witness

By: _____
«VendorAuthorizer»

Its «VendorAuthorizerTitle»

Duly Authorized

(Affix corporate seal of
contractor if a corporation)

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of Five Million Dollars (\$5,000,000) per claim limit and Five Million Dollars (\$5,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Contractor shall carry One Million Dollars (\$1,000,000) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions,

Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

1.4 INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, Contractor shall provide Umbrella/Excess Liability insurance with limits of \$1,000,000 per Occurrence and \$1,000,000 Aggregate. The insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

END OF SECTION



July 15, 2016

Michael Mocciae
Director of Recreation & Parks
City of Norwalk

Re: Use of Crumb Rubber in Fields

Mr. Mocciae,

The following fields have been installed using crumb rubber this year by Field Turf in New England. The fields are either complete or will be completed within the next few weeks.

Husson College, ME
Harvard University Rugby Field
Dartmouth College, Scully Fahey Field,
Dartmouth College, Memorial Field
Gillette Stadium, New England Patriots
Trinity College, CT
University of Bridgeport

This is a partial list and we have many more under contract to install during the rest of the year.

If you have any questions please feel free to call or email anytime.

Thanks,

Andrew J. Dyjak



THE ULTIMATE
SURFACE EXPERIENCE

26 Boston Post Rd. Unit 178
Waterford CT 06385
United States
Tel: +1 860-333-7839
Email: Andrew.Dyjak@fieldturf.com

Montreal, Quebec (Canada)
Calhoun, Georgia (USA)

info@fieldturf.com
800-724-2969



THE ULTIMATE
SURFACE EXPERIENCE

Date: August 1, 2016

To: Michael Moccia, Director of Recreation & Parks
City of Norwalk
On Behalf of Brien McMahon High School
300 Highland Ave,
Norwalk, CT 06854

Phone: 203-854-7725

Email: MMOCCIAE@norwalkct.org

From: Andrew Dyjak, Director of Sales – New England

Phone: (860) 333-7839

Email: andrew.dyjak@fieldturf.com

Subject: Brien McMahon High School Baseball Field

FieldTurf USA, Inc. is pleased to present the following proposal. Prices are based on the Capital Region Education Council (CREC) program. CREC provides pre-determined, preferential pricing through approved vendors. Since the products have already been bid at the national level, individual owners do not have to duplicate the formal bid process. Per AEPA IFB #012-C-Synthetic Turf

No.	Description	Quantity	Units	Unit Price	Total
1	FieldTurf XT-57, 2.25"	155,631	SF	\$3.96	\$616,298.76
2	Inlaid Baseball Markings	1	LS	\$7,140.00	DONATED
3	Inlaid Soccer Markings	1	LS	\$7,140.00	DONATED
4	Inlaid Practice Grid	1	LS	\$7,140.00	DONATED
5	G-Max Testing (1) Test at Time of Completion	1	EA	\$1,530.00	\$1,530.00
	Project Subtotal				\$617,828.76
	Voluntary Alternate				
6	Performance & Payment Bonds	1	LS	\$7,413.95	\$7,413.95

EXCLUSIONS:

- The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- The supply or installation of the field edging
- Any costs associated with necessary charges relating to the delineation of the field.
- The supply of manholes or clean-outs or grates, or supply of the manhole covers.
- Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- Site security (I.E. Patrols)
- FieldTurf maintenance equipment
- Small vehicle to tow FieldTurf maintenance equipment
- All applicable taxes, bonding fees, prevailing wages, union labor or other labor law levies. Owner to provide a Tax Exempt Certificate.
- Logos or additional sport markings other than noted as included

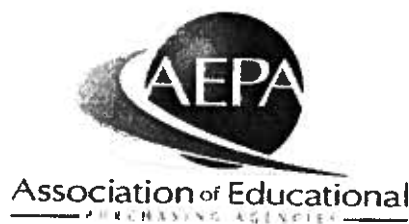
NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- b) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- c) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under a typical field size and scenario, FieldTurf further requires approximately 28 days unencumbered access to the field to complete the field, subject to weather, other delays beyond the control of FieldTurf and *force majeure*.
- d) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- e) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- f) FieldTurf shall be entitled to pursue all costs and expenses, including attorney fees, associated with collection procedures of payment of any past due invoice.
- g) All colors are to be chosen from FieldTurf's standard colors.
- a) The FieldTurf product carries an 8 year 3rd party insured warranty; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Program by phone at 888-209-0065 ext. 246 or via e-mail at Eric.Fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com.



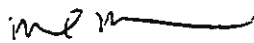


RECREATION AND PARKS

MEMORANDUM

Date: July 25, 2016

To: Bob Barron, BET Members, Finance Committee, Planning Committee

From: Michael Moccia, Director Recreation and Parks 

Subject: Special Capital Appropriation for Veterans Park Project #3687
Veterans Memorial Park Launch Ramps & Visitor Dock Improvements

The Department of Recreation and parks is asking for a Special Capital Appropriation (\$200,000) so that the Launch Ramps & Parking area at Veterans Park can be awarded and completed. The Launch Ramps have been in a state of disrepair for years. In the 2015 budget the Council approved \$75,000 for design of the ramps, parking and visitor docks. In 2016 the Council approved \$1,000,000 towards the project. When we bid the entire project it came in around \$4,100,000. The consultants then were asked to break the project into two pieces, the first, everything above high tide line which included the ramps, and the parking lot with estimates from the consultants at \$1,700,000 - \$1,900,000. In the 2017 Capital Budget we asked for an additional \$1,000,000 giving the Department \$2,000,000 in total for the work. Bids returned with a high of \$2,974,000 and a low of \$2,118,900. The Department is asking for a \$200,000 Special Capital Appropriation which includes:

\$118,900	Construction Bid Price.
\$60,000	Contingency which was included in the initial assessment from the consultant with a range of 1,700,000 - \$1,900,000.
\$21,100	Consultant fees for project admin and testing for concrete and launch ramp construction (welding). These were not included in the original request for \$2,000,000 because the project was not funded in a single year leaving the cost of project admin during construction out.

The remainder of the project will be placed in the 2018 Capital Projects for the new dock pilings approximately \$2,100,000. We have one year left on the project permitting.

Below are the actions for the Recreation and Parks Committee and Council for the August Meetings:

1. A) Authorize the Mayor, Harry W. Rilling to enter into an agreement with L Holzner Electric Company for project #3687 Veterans Memorial Park Launch Ramps & Visitor Dock Improvements for a sum not to exceed \$2,118,900. Account #09166030-5777-C0367 and 09176030-5777-C0367.
- B) Authorize the Director of Recreation and Parks to issue change orders for project #3687 Veterans Memorial Park Launch Ramps and visitors Park Improvements for a sum not to exceed \$60,000. Account #0917-6030-5777-C0367.

June 22, 2016

Norwalk Purchasing Department
Response Summary Project # 3687
Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

Thank you for your response to our Request for Bids Submission. The following is a summary of the submitted bids for this solicitation process.

CONTRACTORS						
	Blakeslee Arpala Chapman Inc.	McNamee Construction Corp.	L. Holzner Electric Company			
General Subtotal	203,000.00	60,000.00	190,000.00			
Parking Lot Subtotal	515,000.00	340,000.00	500,000.00			
Boat Ramp Subtotal	1,979,000.00	2,184,000.00	1,249,900.00			
Floating Dock Subtotal	110,000.00	335,000.00	130,000.00			
Utility Subtotal	70,000.00	55,000.00	49,000.00			
Total Lump Sum Price	2,877,000.00	2,974,000.00	2,118,900.00			

↑
~~Blakeslee Arpala Chapman Inc.~~

~~Blakeslee Arpala Chapman Inc.~~

1.1A Response Form # 3687 – Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

Vendor Name -			
Address -			
City -	State -	Zip Code -	
Phone -	Fax -	Email -	
Manager -		Fed ID#	

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefor the amount of the contract as agreed to by the Contractor and the City.

Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

ITEM	WORK ITEM DESCRIPTION	LUMP SUM BID PRICE
1. GENERAL		
G - 1	Obtain Building Permit (including permit fee)	\$ <u>40,000</u>
G - 2	Mobilization and demobilization.	\$ <u>150,000</u>
	SUBTOTAL	\$ <u>190,000</u>
2. PARKING LOT		
PL - 1	Demolition and disposal of existing parking lot including but not limited to; pavement, curbing, grass islands, trees, shrubs, etc. as specified within the construction documents.	\$ <u>65,000</u>
PL - 2	Furnish and install parking lot, including but not limited to, fill, sub-base, asphalt, crushed stone buffer, geotextile fabric, vegetated slope, stripe painting, grass islands, signs, pile clusters, trees, grass, building stairs, sidewalk, raise catch basin, etc. as specified within the construction documents.	\$ <u>125,000</u>
	SUBTOTAL	\$ <u>190,000</u>
3. BOAT RAMP		
BR - 1	Demolition and disposal of the existing timber boat ramp, including but not limited to, asphalt surface, timber decking, timber stringers, timber pile caps, foundation piles, excavated material, etc. in accordance with the construction documents.	\$ <u>15,000</u>

- Continued Next Page -

1.1A Response Form # 3687 - Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

Vendor Name -

ITEM	WORK ITEM DESCRIPTION	UNIT PRICE BID PRICE
BR - 2	Furnish and install precast concrete boat ramp, including but not limited to, dynamic tests, driven steel foundation piles, steel pile caps, precast concrete structural elements, cast-in-place concrete headwall, etc. in accordance with the construction documents.	\$ <u>1,200,000</u>
	SUBTOTAL	\$ <u>1,200,000</u>
4. FLOATING DOCK		
FD - 1	Remove, modify, and relocate floating docks and associated float anchor piles in accordance with the construction documents.	\$ <u>85,000</u>
FD - 2	Disconnect and reconnect existing floating dock utilities in accordance with the construction documents.	\$ <u>45,000</u>
	SUBTOTAL	\$ <u>130,000</u>
5. UTILITIES		
U - 1	Remove and replace utilities in-kind along the landward edge of the boat ramp in accordance with the construction documents. Junction boxes and disconnects along the headwall shall be provided at floating dock locations.	\$ <u>7,000</u>
U - 2	Raise existing electrical panel above the base flood elevation El. +14.0' (NAVD 88) and rewire as required. Contractor shall install working platform with safety railings and access ladder for electrical panel as required per the National Electrical Code and State Building Code. Contractor shall submit shop drawings of the working platform that are sealed and signed by a Professional Engineer licensed in the State of Connecticut for approval prior to installation.	\$ <u>70,000</u>
	SUBTOTAL	\$ <u>77,000</u>

- Continued Next Page -

1.1A Response Form # 3687 - Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

Vendor Name -

PROJECT TOTALS:

General Subtotal	\$ <u>140,000</u>
Parking Lot Subtotal	\$ <u>500,000</u>
Boat Ramp Subtotal	\$ <u>1,249,900</u>
Floating Dock Subtotal	\$ <u>130,000</u>
Utility Subtotal	\$ <u>79,000</u>
Total Lump Sum Price for project components	\$ <u>2,098,900</u>
Total Lump Sum Price in Words	Two million nine hundred ninety eight thousand nine hundred

Bid Security in the form of a (check one) is attached.	☐ Bond	☐ Certified Check
Cost for performance bond <u>included in lump sum</u>	\$ <u>17</u>	per thousand dollars
Insurance Agency Name -	Tel.-	
Agency Address -		

Submitted by:

Print Name of Authorized Agent of Company	
Signature of Authorized Agent of Company	
Date	

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.1B Response Form Unit Prices - #3687 - Veterans' Memorial Park Launch Ramp & Visitor Dock Improvements

Vendor Name -

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

The following unit prices shall apply to this project:

ITEM NO.	WORK ITEM DESCRIPTION	UNITS	UNIT PRICE
UP-1	Timber Pile (Driven)	EA	\$ <u>3,500</u> /EA
UP-3	HP 10x42 Pile (Driven)	EA	\$ <u>6,500</u> /EA
UP-4	HP 12x63 Pile (Driven)	EA	\$ <u>6,500</u> /EA
UP-5	Asphalt	SF	\$ <u>4.00</u> /SF
UP-6	Structural fill	CY	\$ <u>42.50</u> /CY
UP-7	Sub-base	CY	\$ <u>37.50</u> /CY
UP-8	Top soil	CY	\$ <u>40.00</u> /CY
UP-9	Dynatmic pile test	EA	\$ <u>3,000</u> /EA

Submitted by:

Print Name of Authorized Agent of Company	DAVID R. HAZEN
Signature of Authorized Agent of Company	
Date	2/21/11

Vendor Name -

STATEMENT OF BIDDERS INFORMATION

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business -
2. Number of personnel employed Part-time: Full-time:
3. List projects of this type/size your firm has completed within the last three years:

Project	Date	Contact Person	Phone No.

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☐	limited liability corporation
	☐	limited liability partnership.
	☒	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☐	other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		☒	☐
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
		☐	☐

Vendor Name -

5. Is your local organization an affiliate or a parent company? Please indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name				
Address				
City		State		Zip
Name of Agent				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- Book Value (Total Assets (-) Total Liabilities)
- Working Capital (Current Assets (-) Current Liabilities)
- Current Ratio (Current Assets/Current Liabilities)
- Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- Return on Assets (Net Income/Total Assets)
- Return on Equity (Net Income/Shareholder's Equity)
- Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, JOHN E. WILLIAMS of ADAMSON CONSTRUCTION CO.
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the ADAMSON CONSTRUCTION CO.
Company Name
1410 S. MAIN ST.
Street
BRIDGEPORT CT 06605
City

and all of its subcontractors will pay all workers on the

ADAMSON IMPROVEMENTS - 1410 S. MAIN ST. BRIDGEPORT CT 06605
Project Name and Number DOCK AREA - # 1081
ADAMSON IMPROVEMENTS DOCK SEQUOIA AVE. BRIDGEPORT CT 06605
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed, [Signature]

Subscribed and sworn to before me this 22 day of MAY, 2019.

[Signature]
Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Mark P Engengto Jr
Notary Public-Connecticut
My Commission Expires
May 31, 2019

Rate Schedule Issued (Date): 01/01/2019

Holzner Construction General & Electrical Contractors

596 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204 Fax: (203) 368-3425

www.HolznerConstruction.com

An AA/EDE Employer

Key Personnel & Officers

LOUIS HOLZNER

30 Currittuck Road
Newtown, CT 06470
(203) 615-1689

President and Chief Operating Officer, 50 years in Construction Management and Supervision.
Extensive Experience in Electrical Contracting and General Contracting.

MARK HOLZNER

164 Farist Road
Fairfield, CT 06430
Cell #: (203) 410-8311

Vice President and General Supervising Officer, 25 Years in Construction Management.
Estimator / Project Manager / Supervisor of General Sales. Chief Work Force Dispatcher.

JOEL YENCHO

725 Ridge Rd.
Orange, CT 06477
Cell # (203) 395-8164

General Manager/ Project Manager/Estimator, 15 Years in General Construction

MARK ENGENGRO JR.

55 Mist Hill Drive
Brookfield, CT 06804
Cell #: (203) 203-258-6441

Project Manager/Estimator. 15 Years in Construction Management.

RONALD MATYJAS

19 Maryland Dr.
Middlefield, CT 06455
Cell #: (860) 887-3695

Architect/Project Manager 25 Years experience in Architecture and Project Management

Holzner Construction General & Electrical Contractors

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References

Turner Construction

50 Waterview Drive

Shelton, CT 06484

New Haven Parking Authority

50 Union Avenue

New Haven, CT 06511

Community Planners, LLC

5 Colony Street

Meriden, CT 06451

City Of New Haven

200 Orange Street

New Haven, CT 06510

MTA Metro North Railroad

347 Madison Avenue

New York, NY 10017

Town of Madison

8 Campus Drive

Madison, CT 06443

Ansonia Housing Authority

36 Main Street

Ansonia, CT 06401

Kenneth Boroson Architects

315 Peck Street

New Haven, CT 06513

Eastern CT State University

414 High Street

Willimantic, CT 06226

Project Management Team NorthEast

75 Berlin Road Suite 103

Cromwell, CT 06416

CT Dept. Of Public Works

165 Capitol Avenue

Hartford, CT 06106

Peter Zannis

(203) 712-8239

James Staniewicz

(203) 946-7526

Jules Lelcowitz

(203) 634-1107

Peter Shmigelsky

(203) 946-6780

Tom Karasay

(860) 575-1443

William McMinn

(203) 245-6486

Troy White

(203) 736-8888

Mark Guerema

(203) 245-6486

Renee Theroux-Keech

(860) 490-4662

Michael Chadukewicz

(860) 632-7088

Ashour Gevargisnia

(860) 214-9598

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An AA/EEO Employer

Completed Projects In The Past 5 Years

Page 1 of 3

<u>PROJECT LOCATION</u>	<u>CONTRACT PRICE</u>	<u>OWNER / ARCHITECT</u>	<u>CONTACT PERSON</u>
* <u>Renovations in Springdale ES</u> Lighting, Ceiling & Generator Upgrades Stamford, CT 06907	\$1,758,400.00	City of Stamford 888 Washington Blvd. Stamford, CT 06902	Domenick Trainiantosi (203) 223-8320
* <u>DOT Generator Installations</u> Installation of Generator Various Locations	\$574,400.00	State of CT DOT 2800 Berlin Turnpike Newington, CT 06111	Bob Flaminio (860) 251-2823
<u>RWA Underground Chamber</u> Misc. Electrical Upgrades Various Locations	\$565,305.12	S.C.C.R.W.A. 90 Sargent Drive New Haven, CT 06511	Chris Roche (203) 401-2536
* <u>CT Valley Hospital</u> Boiler Replacement Silver Street, Middletown, CT	\$2,931,300.00	CT. Dept. Of Const. Services 165 Capitol Avenue Hartford, CT 06105	Wayne Thorpe (860) 305-5639
* <u>Crawford Manor Apts.</u> Elevator Upgrades 90 Park St, New Haven, CT	\$584,400.00	NH Housing Authority 200 Orange Street New Haven, CT 06511	Mark Guerrero (203) 624-0662
<u>Waterbury Post Office</u> HVAC Replacement 135 Grand St, Waterbury, CT	\$1,617,680.00	United States Post Office 6 Griffin Rd North Windsor, CT 06006	Evelyn Cole Smith (860) 928-7848
<u>Motley HVAC</u> HVAC Replacement 819 Sherman Parkway, New Haven, CT	\$293,088.80	NH Housing Authority 200 Orange Street New Haven, CT 06511	Michael Southen (203) 903-7738
<u>Greene Homes Door</u> Security Upgrades 150 Highland Ave, Bridgeport, CT 06604	\$141,998.00	Park City Communities 150 Highland Ave Bridgeport, CT 06604	Dave Ghio (203) 337-8955
<u>Stratford Post Office Garage</u> Garage Renovation 3100 Main Street, Stratford, CT 06615	\$356,546.50	United States Post Office 6 Griffin Rd North Windsor, CT 06006	Paul Jorgenson (203) 230-9007
<u>NHHA Offices Flooring</u> Interior Renovations 360 Orange Street, New Haven, CT	\$357,121.54	NH Housing Authority 360 Orange Street New Haven, CT 06511	Frank Emery (203) 498-8800
* <u>Stratford Armory Generator</u> Generator Install 36 Armory Rd, Stratford, CT 06614	\$184,464.00	Military Department Facilities 360 Broad Street Hartford, CT	Joseph Dente (860) 883-4736
<u>Motley HVAC Phase 2</u> HVAC Replacement & Mold Abate. 819 Sherman Parkway, New Haven, CT	\$558,664.88	NH Housing Authority 200 Orange Street New Haven, CT 06511	Michael Southen (203) 903-7738

Holzner Construction

General & Electrical Contractors

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An AA/EOE Employer

Construction Management Projects Completed in the Past 5 Years

Page 2 of 3

<u>PROJECT LOCATION</u>	<u>CONTRACT PRICE</u>	<u>OWNER / ARCHITECT</u>	<u>CONTACT PERSON</u>
<u>Eastern CT State University</u> High Rise Elevator Modifications Willimantic, CT	\$554,400.00	ECSU 1 Eastern Road Willimantic, CT 06226	Renec Theroux-Keech (860) 490-4662
<u>Hill House School, PV Install</u> 480 Sherman Parkway New Haven, CT	\$321,066.00	Solar City 3055 Clearview Way San Mateo, CA 94402	Carl Haywood (914) 268-1116
<u>Eastern Middle School Generator</u> 51 Hendrie Ave Greenwich, CT	\$620,505.00	Greenwich Board of Ed 290 Greenwich Ave Greenwich, CT 06830	Robert Boyle (203) 300-6209
<u>Wilbury Cross, PV Install</u> 181 Mitchell Dr. New Haven, CT	\$181,696.64	Solar City 3055 Clearview Way San Mateo, CA 94402	Carl Haywood (914) 268-1116
<u>Dolan Middle School</u> Replace Exhaust Fans Stamford, CT	\$346,390.00	City of Stamford 888 Washington Blvd. Stamford, CT	Dominic Tramontozzi (203) 223-8320
<u>Metro North Railroad Bridgeport Yard</u> Guard Shack and Access Controls 920 Union Ave, Bpt.	\$926,340.00	MTA Metro North 347 Madison Ave New York, NY	Tom Karasay (860) 575-1443
<u>Regional Water Authority</u> Underground Chamber Improvements 806 Boston Post Rd, Milford	\$114,400.00	SC Regional Water Authority 90 Sargent Drive New Haven, CT	Chris Roche (203) 301-2536
<u>New Haven, ECM</u> Mechanical Upgrades at Various Locations New Haven, CT	\$166,500.00	City of New Haven 200 Orange Ave New Haven, CT	Peter Schmigelsky (203) 946-6780
<u>Bridgeport Superior Court</u> Garage Repairs Bpt, CT	\$1,210,064.65	State of CT DCS 165 Capitol Ave Hartford, CT	Ward Ponticelli (860) 713-5944
<u>Metro North Stamford Yard</u> Guard Shack and Access Controls Stamford, CT	\$622,480.00	MTA Metro North 347 Madison Ave New York, NY 10017-3739	Tom Karasay (860) 575-1443

Financed with DECD Funds

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General & Electrical Contractors

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Completed Projects In The Past 5 Years

Page 3 of 3

<u>PROJECT LOCATION</u>	<u>CONTRACT PRICE</u>	<u>OWNER / ARCHITECT</u>	<u>CONTACT PERSON</u>
<u>Tweed New Haven Airport Electrical</u> 155 Burr St New Haven, CT 06512	\$42,871.00	Tweed New Haven Airport 155 Burr St New Haven, CT 06512	Diane Jackson (203)466-8833
<u>Bailey Middle School Renovations</u> 106 Morgan Lane West Haven, CT	\$204,009.00	City of West Haven 355 Main St. West Haven, CT	Ken Camey (203)530-0006
<u>Pomperaug High School</u> New Science Labs Southbury, CT 06488	\$497,320.37	Regional School District 15 234 Judd Road Southbury, CT 06488	Keith McLiverty (203)758-1743
<u>Fairfield Warde High School RTU</u> 755 Melville Ave Fairfield, CT 06825	\$243,319.00	City of Fairfield 725 Old Post Road Fairfield, CT 06430	Dave Fryer (203)255-2582
<u>Stamford Manor Elevator</u> 26 Main Street Stamford, CT 06904	\$286,362.48	Charter Oak Community 22 Clinton Avenue Stamford, CT 06430	Peter Stothart (203)997-1400
<u>ECSU, Low Rise Apartments</u> Walkway Repair Willimantic, CT	\$232,340.00	ECSU 1 Eastern Road Willimantic, CT 06226	Renee Theroux-Keech (860) 490-4662
<u>WCSU, Higgins Hall Annex</u> New Lecture Halls Danbury, CT	\$427,680.00	Western CT State University 181 White Street Danbury, CT	Peter Visentin (203) 837-8680
<u>Brown Middle School</u> Siding Replacement Madison, CT	\$165,790.00	Town of Madison 8 Campus Drive Madison, CT 06443	Laina Piscitelli (203) 245- 5697
<u>UCONN</u> Brundage Pool Repairs Storrs, CT	\$155,140.00	University of Connecticut 31 LeDoyt Rd Storrs, CT 06269	David Romio (860) 486 3157
<u>City of New Haven</u> Energy Management New Haven, CT	\$410,069.60	City of New Haven 200 Orange Street New Haven, CT 06514	Peter Schmigelsky (203) 946-6780
<u>Milford Courthouse</u> Energy Upgrades Milford, CT	\$717,900.00	State of CT DPW 165 Capitol Avenue Hartford, CT 06105	Vladimir Kubin (860) 706-5266

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General & Electrical Contractors

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An AA/EOE Employer

Active Projects

<u>PROJECT LOCATION</u>	<u>CONTRACT PRICE</u>	<u>OWNER/ARCHITECT</u>
<u>RWA Lake Gaillard Generator</u>	\$2,194,679.12	S.C.C.R.W.A.
Electrical & Generator Improvements 765 Foxon Rd, North Branford, CT		90 Sargent Drive New Haven, CT 06511
<u>NH Courthouse Elevator</u>	\$1,827,000.00	State of CT DAS
Elevator Upgrades 235 Church Street, New Haven, CT		165 Capitol Ave. Hartford, CT 06106
<u>Union Station Mechanical Upgrades</u>	\$1,451,547.01	New Haven Parking Authority
Mechanical & Electrical Improvements 50 Union Ave., New Haven, CT		50 Union Ave. New Haven, CT 06511
<u>Union Station Garage Electrical</u>	\$507,400.00	New Haven Parking Authority
Misc. Electrical Upgrades 50 Union Ave., New Haven, CT		50 Union Ave. New Haven, CT 06511
<u>West Haven HA Elevators</u>	\$1,167,400.00	HA of the City of West Haven
<u>Elevator Upgrades</u>		15 Glade Street West Haven, CT 06516
200 Oak Street 1187 Campbell Ave, West Haven, CT		
<u>Lake Gaillard Hydroturbine</u>	\$312,400.00	S.C.C.R.W.A.
Hydroturbine Renovation 765 Foxon Rd, North Branford		90 Sargent Drive New Haven, CT 06511
<u>RWA Lake Gaillard Generator</u>	\$2,176,000.00	S.C.C.R.W.A.
Electrical Improvements North Branford, CT		90 Sargent Drive New Haven, CT 06511
<u>Dorado Apts. Electrical</u>	\$1,750,000.00	Keith Construction
Fire Alarm Renovation 160 Warburton Ave, Yonkers, NY		3000 Davenport Ave. Canton, MA 02021
<u>DOT Signs W/ Flashers</u>	\$1,294,418.78	CT DOT
Various Locations		2800 Berlin Turnpike Newington, CT 06111
<u>CT Valley Hospital -Shew Hall</u>	\$368,790.00	CT Dept. Mental Health & Addiction
Elevator Modernization Silver Street, Middletown, CT		410 Capitol Ave Hartford, CT 06134

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Active Projects

<u>PROJECT LOCATION</u>	<u>CONTRACT PRICE</u>	<u>OWNER/ARCHITECT</u>
<u>Village School PV</u> Solar Photovoltaic System North Haven, CT	\$856,400.00	Area Cooperative Edu. Services 31 Temple Street North Haven, CT 06473
<u>Berlin Access Control</u> Security Improvements 230 Kensington Rd. & 33 Colonial Dr. Berlin, CT	\$96,400.00	Town Of Berlin 240 Kensington Rd Berlin, CT 06037
<u>Tweed Noise Abatement</u> Architectural Upgrades 155 Burr Street, New Haven, CT	\$478,000.00	Tweed New Haven Airport 155 Burr Street East Haven, CT 06512
<u>Prescott Bush Sanitary Line</u> Plumbing Upgrades 220-230 County St, New Haven, CT	\$192,400.00	New Haven Housing Authority 360 Orange Street New Haven, CT 06511
<u>MDC Vaults Modifications</u> Raw Water Bypass 2900 Albany Ave, West Hartford, CT	\$574,300.25	The Metropolitan District 555 Main Street Hartford, CT 06142
<u>RWA Maintenance Garage</u> Electrical Improvements 90 Sargent Drive, New Haven, CT	\$232,850.00	S.C.C.R.W.A. 90 Sargent Drive New Haven, CT 06511
<u>Crown Street Lobby Renovations</u> Electrical Improvements Crown Street, New Haven, CT	\$136,390.00	New Haven Parking Authority 50 Union Ave. New Haven, CT 06511
<u>UConn Wilbur Cross</u> Electrical Improvements Storrs, CT	\$167,400.00	UConn Capital Project & Admin. 3 North Hillside Rd Storrs, CT

Holzner Construction
General & Electrical Contractors

596 John Street - Bridgeport, CT 06604

Phone: (203) 335-4204 Fax: (203) 368-3425

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An AA/EEO Employer

Bank and Bonding

Union Savings Bank

411 Monroe Turnpike

Monroe, CT 06468

Telephone #: (203) 791-7248

Fax #: (203) 452-5397

Attn: Anne Marie Hogan

ahogan@unionsavings.com

Fidelity & Deposit Company Of Maryland

Como & Nicholson

500 Main St.

Monroe, CT

Telephone #: (203) 445-8388

Fax #: (203) 445-8334

Attn: Mr. Chris Como

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
(Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an update bid statement, as required by this section, may become ineligible for the receipt of funds related to such bid.

Name of Project that company is bidding on: <u>CONSTRUCTION IMPROVEMENTS - BOAT LANDING - BRIDGEPORT</u>		
Project Number: <u>51287</u>		
Name of Company: <u>L. Holzner Electric Company</u>		
FEIN: <u>061128846</u>		
Company Address: <u>596 John Street, Bridgeport, CT, 06604</u>		
Prequalification Contact: <u>Joel Yencio</u>		Telephone Number: <u>(203) 335-4204x107</u>
Prequalification Expiration Date: <u>02/19/2017</u>	Single Limit: <u>\$15,000,000.00</u>	Aggregate Work Capacity (AWC): <u>\$20,000,000.00</u>
* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining		* Remaining Aggregate Work Capacity: <u>\$11,340,511.30</u>

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED: (Please add additional page(s) if required)

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount
			0

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT: (Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
CVH Shew Hall Elevator	CT Dept. of Mental Health & Addiction Services	\$368,790.00	4.75	\$351,272.48
DOT Signs w/ Flashers	Department of Transportation	\$1,294,418.78	2.28	\$1,264,906.03
Electrical Improvements at Woodbridge Pump Station	South Central CT Regional Water Authority	\$144,180.00	0.00	\$144,180.00

Total \$ Amount of Work
Remaining

\$8,659,488.70

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on:
(Please add additional page(s) if required)

Individual Name	Title of Individual

Have there been any changes in your company's financial condition or business organization which might affect your company's ability to successfully complete this contract?

Yes No ☒ X

If yes, please explain:
See attached page

I certify under penalty of law that all of the information contained in this Update (Bid) Statement is true and accurate to the best of my knowledge as of the date below.

Signature

Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.
The DAS Contractor Prequalification Program can be reached at (860) 713-5280

Rev. 09_24_07

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT: (CONTINUED FROM PAGE 2)

Name of Project	Owner of Project	Total Contract Amount	% Completed	Balance Remaining (\$)
Lake Gaillard Hydrnturbine	SCCRWA	\$312,400.00	33.57	\$207,527.32
Maintenance Garage Renovation Project	The South Central CT Regional Water Authority	\$232,850.00	5.58	\$219,856.97
Motley Phase II	New Haven Housing Authority	\$556,600.00	97.66	\$13,024.44
New Access Control & Door Replacement Berlin Library and Berlin Senior Center	Town of Berlin	\$96,400.00	0.00	\$96,400.00
New Haven Superior Court Elevators	CT Judicial Branch	\$1,827,000.00	61.40	\$705,222.00
Prescott Bush Sanitary Line Replacement	Housing Authority of the City of New Haven	\$192,400.00	10.40	\$172,390.40
Raw Water Bypass Vault & Distribution System Flow Monitoring Vault Modifications	The Metropolitan District	\$574,300.25	0.00	\$574,300.25
Replace Entry Doors at Mcallister Hall	United States Coast Guard	\$117,400.00	0.00	\$117,400.00
Residential Sound Insulation Program	Tweed New Haven Regional Airport	\$478,000.00	0.00	\$478,000.00
RWA Lake Gaillard Generator	SCC Regional Water Authority	\$2,176,000.00	82.40	\$382,976.00
Solar Photovoltaic System	Area Cooperative Educational Services	\$856,400.00	0.00	\$856,400.00
UConn 2000 Code Remediation Wilbur Cross Electrical	University Of Connecticut	\$167,400.00	79.16	\$34,886.16
Union Station Exterior Door Replacement	New Haven Parking Authority	\$437,400.00	91.79	\$35,910.54
Union Station Garage Electrical	New Haven Parking Authority	\$507,400.00	44.88	\$279,678.88
Union Station MEP	New Haven Parking Authority	\$1,429,500.00	8.88	\$1,302,560.40
Waterbury Post Office HVAC	USPS	\$1,617,680.00	99.04	\$15,529.73
Westhill HS Doors	City of Stamford	\$817,400.00	90.58	\$76,999.08
WHHA Elevator Modernization	West Haven Housing Authority	\$1,167,400.00	1.57	\$1,149,071.82
Window Replacement	Housing Authority of The City of Ansonia	\$563,500.00	67.88	\$180,996.20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Merit Insurance, Inc. One Enterprise Drive, Suite 310 Shelton CT 06484	CONTACT NAME: Diane Peal PHONE (A/C No. Ext): (203) 367-532B FAX (A/C No.): (203) 331-2608 E-MAIL: dpeal@meritinsurance.com ADDRESS: dpeal@meritinsurance.com
INSURED L. Holzner Electric Company, Inc., 596 John Street Bridgeport CT 06604	INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Insurance INSURER B: St. Paul Fire & Marine Ins Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15/16

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		31UENQT6709	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIREO AUTOS ☒ NON-OWNED AUTOS		31UUNQT6708	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	UMBRELLA LIAB EXCESS LIAB OEO ☒ RETENTIONS \$ 10,000		2UF15F30682	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Mandatory In NH If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	31WBQT6707	7/1/2015	7/1/2016	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

INFORMATIONAL PURPOSES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Caldwell/JAMIE



July 14, 2015

L. Huizner Electric
596 John Street
Bridgeport, CT 06604

To whom it may concern

Please see below the following Experience Modification history:

7/1/15 - .96

7/1/14 - 1.14

7/1/13 - .96

If you have any questions or concerns, do not hesitate to give me a call.

Sincerely,

Donna Mladina
Commercial Lines Representative

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

L HOLZNER ELECTRIC CO

596 JOHN ST

BRIDGEPORT, CT 06604-3927

is certified by the Department of Consumer Protection as a

MAJOR CONTRACTOR

Registration # MCO.0960418

Effective: 07/01/2015

Expiration: 06/30/2016

Jonathan A. Harris
Jonathan A. Harris, Commissioner

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

LOUIS HOLZNER
30 CURRITUCK RD
NEWTOWN, CT 06470-1330

has been certified by the Department of Consumer Protection as a licensed

ELECTRICAL UNLIMITED CONTRACTOR

License # ELC.0101214-E1

Effective: 10/01/2015

Expiration: 09/30/2016

Jonathan A. Harris

Jonathan A. Harris, Commissioner



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Prequalified Vendor Search Details

DAS Contractor Prequalification Vendor Certificate

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Company Name L. Holzer Electric Company
DBA
Address 1 590 John Street
Address 2
City, State, Zip Bridgeport, CT 06604
Web Address www.holzerelectric.com
Business Type Corporation

Contact(s)

Contact Name	Phone/FAX	Email
John Weisheit	Phone#: (203) 335-4204 FAX#: (203) 368-3425	jweisheit@holzerelectric.com

Contractor Prequalification Status

Expiration Date	Single Project	AWC
2/19/2017	\$15,000,000.00	\$20,000,000.00

Prequalification Classification(s)

Classification	Description
CONSTRUCTION MANAGER AT RISK (GROUP B)	The undertaking of general contracts for the construction of buildings; for example, new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes most of the structures that normally house State functions. These all require normal mechanical/electrical systems for today's standards of operation for quality space, security and environmental comfort. Examples include office buildings, general classroom and administrative offices, college buildings, auditoriums, maintenance buildings. The construction manager at risk serves as a general contractor and provides consultation regarding construction during the design of the building and through the construction. Note: If you are prequalified for Construction Manager at Risk under Group B, you are automatically prequalified for Group A. Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are no longer required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection. Projects that are threshold buildings may require a Major Contractor Registration.

PLUMBING	Installation, relocation, repair and maintenance of electrical wiring, circuits, panel boards, fixtures and equipment, including such incidental or related work as is customarily performed by those in the electrical trade. To prequalify for Electrical work must have an Electrical Contractors License through the State of Connecticut Department of Consumer Protection.
GENERAL BUILDING CONSTRUCTION GROUP III	The undertaking of general contracts for the construction of buildings i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include one or more of the construction practices and/or trades as set forth in the sub-trades. Includes most to the structures that comply with State functions. These all require normal mechanical electrical systems for today's standards of operation for quality, space, security and environmental comfort. Examples include office buildings, general classroom and administrative offices, college buildings, auditoriums and maintenance buildings. Note: If you are prequalified for General Building Construction under Group B, you are automatically prequalified for Group A. Also if you are prequalified for General Building Group II you will automatically be prequalified for General Trades. Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection. Projects that are threshold buildings may require a Major Contractor Registration.
GENERAL TRADES	The undertaking of general contracts for the construction and/or supervision of several sub-trades but not the construction of buildings as described in General Building Construction. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. The work of this category is intended for the interior finishes of a building.

License(s)

License#	Trade	Expire
NAL-F119270-1	EPA Lead Safe Certified	1/27/2019
HC0629092	Home Improvement Contractor	11/30/2016
ELC0101214-E1	Electrical Unlimited Contractor	9/30/2016
010418	Major Contractor	6/30/2016

This certificate prequalifies the named company to bid solely. It is not a statement of the company's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the contractor's responsibility to update their licensure information by editing their electronic application. Licensure is confirmed by the DAS at time of initial application and at each renewal.

It is the Department of Administrative Services¹ (DAS) recommendation that all awarding authorities verify the above information by visiting the DAS Prequalification website.

For information regarding the DAS Contractor Prequalification Program visit the above mentioned website or call (860) 713-5280.

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11/15/2016 7:38 AM

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

L. Holzner Electric Company

596 John Street

Bridgeport, CT 06604

OWNER:

(Name, legal status and address)

Town of Norwalk

125 East Avenue

Norwalk, CT 06854

BOND AMOUNT:

Ten Percent of Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

Construction Improvements - Boat Launch Ramp and Visitor Dock Area; #3687

SURETY:

(Name, legal status and principal place of business)

Fidelity & Deposit Company of Maryland

500 Enterprise Drive, Suite 2A

Rocky Hill, CT. 06067

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of June, 2016

(Witness)

L. Holzner Electric Company

(Principal)

(Seal)

(Title)

Fidelity & Deposit Company of Maryland

(Surety)

(Seal)

(Title)

Christopher J. Como, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, of which this text appears in RED. An original assures that changes will not be obscured.

INT.

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06110

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher J. COMO, Patricia M. COMO and Jane QUINN, all of Monroe, Connecticut, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of July, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Eric D. Barnes
Secretary
Eric D. Barnes

James M. Carroll
Vice President
James M. Carroll

State of Maryland
County of Baltimore

On this 30th day of July, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made hereinbefore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of June, 2016.



Geoffrey Delisio

Geoffrey Delisio, Vice President

*G & C Marine Services, Inc.
108 Water Street
Norwalk, CT 06854
203-313-9220*

6/22/16

Holzner Electric
Frank Mastriano
596 John Street
Bridgeport, CT 06604

Dear Mr. Mastriano,

Below are five references for similar float and/or pile projects G & C Marine, Inc. completed in the past few years. We have many other projects and can supply more references if you want them. We are a marine construction company based in Norwalk, CT and have finished hundreds of residential, commercial and municipal projects primarily in Fairfield county. We have also worked as a sub-contractor for Metro North Railroad, CT DOT and the cross sound power cable installation with Durocher Construction and Nexan Industries.

We can provide design, engineering, permitting and installation on your waterfront projects. We are licensed in the state of CT. Fully insured and a member of the Better Business Bureau. We have been in business for over ten years and are very proud of all of our projects.

References:

- South Norwalk boat Club: Marina rebuild New docks and piles with slips for over 100 boats. Contact Glenn Perschino Marina Chairman 203-943-2269
- Dinardo Enterprises 1896 Fairfield Beach Road 130' Timber Seawall, floating dock, foundation piles completed September 2015 Contact Sal Dinardo 203-333-0206
- Darien Boat Club: Foundation piles and deck (RACE Design) new floating docks in marina Contact Bill Lowitz Club Manager 203-253-0725
- Village Creek Association: Disposal of old and construct new 40 slip marina including piles, docks, fixed pier and ramp. Contact Paul Braschi 203-215-1052

- City of Norwalk: Replace piles and rebuild damaged ramp, floats after Sandy. Routine and emergency marine maintenance and repairs for the City of Norwalk. Contact: Mike Moccia Head of Recreation and Parks. 203-203 354-7725.

If you want more references or to visit any of our previous projects feel free to call me anytime.

Sincerely,

Gary K. Wetmore
President
G & C Marine Services, Inc.