

**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**

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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: April 26, 2022

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a Pole Attachment Agreement with the Third Taxing District, and any other documents necessary for the purposes of governing use of the City's municipal gains rights on Third Taxing District utility poles.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with A. Vitti Excavators, LLC, for Project TMP2022-1 Sidewalks and Curbing, Highland Avenue Safe Routes to School, Brookside Elementary School and Brien McMahon High School, for an amount not to exceed \$770,750.00.
Account No. 09 20 4120 5777 C0441
 09 21 4120 5777 C0441
 09 22 4120 5777 C0441
 09 23 4120 5777 C0441
- 2b. Authorize the Director of Transportation, Mobility and Parking, to execute Orders on Contract with A. Vitti Excavators, LLC, for Project TMP2022-1 Sidewalks and Curbing, Highland Avenue Safe Routes to School, Brookside Elementary School and Brien McMahon High School, for an amount not to exceed \$77,075.00.
Account No. 09 20 4120 5777 C0441
 09 21 4120 5777 C0441
 09 22 4120 5777 C0441
 09 23 4120 5777 C0441

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Technical Correction: Amend Common Council action on April 12, 2022, Item VII.D.6. to correct the account number from #09225010 5777 C0619 to read as follows: Authorize the Purchasing Agent to increase the Purchase Order for Special Testing Laboratories, Inc. for materials testing and field inspection services for the Jefferson Elementary School Renovate-As-New Project for an additional amount not to exceed \$30,000. Funds are available in account #09195010 5777 C0619
2. Authorize the Office of Building Management to sign off on a Zoning Variance application on behalf of the City as the property owner for the proposed building additions at and to be constructed by the Carver Center who is the owner of the building.

3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Financial Assistance Agreement with Lockwood Mathews Mansion Museum for the implementation of the infrastructure improvements project at the Museum. Terms of the Amendment shall be as outlined in Alan Lo's memo dated April 27, 2022.
4. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA to provide LED Lighting Retrofit Services at City Hall for a total project amount not to exceed \$44,765.00.
5. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with The Connecticut Light and Power Company, d/b/a Eversource Energy to apply for and to implement Energy Efficient Upgrade Financing through Eversource "On-Bill Financing Program" for the City Hall LED Lighting Retrofit project.
6. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Public Works Center for a total project amount not to exceed \$29,666.05. Acct. #0922/23 7100 5777 C0327
7. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Fire Headquarters for a total project amount not to exceed \$11,361.11. Funds are available in account # 0918/22 7100 5777 C0327.
- 8a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tucker Mechanical, Inc. for the South Norwalk Branch Library Building Energy Management System Installation Project for a total not to exceed \$53,411.00. Funds are available from account 0922 7100 5777 C0644.
- 8b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$8,000.00

C. COMMUNITY SERVICES COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents or amendments as may be necessary to disburse grant funding to nonprofit organizations allocated to the ARPA Community Recovery Fund administered by the Community Services Department to respond to and address community needs due to the negative economic impacts of COVID-19 pandemic. Account # 132010-5796-ACS01 in the amount of \$1,498,668.00.

D. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to execute the first amendment to the agreement with Fitzgerald & Halliday, Inc. (dba FHI Studio) for the City of Norwalk Transportation Master Plan to examine the impacts on traffic and roads due to proposed changes in school bell time schedules for a cost not to exceed \$31,375. The funding for this work to be provided by the Board of Education.
2. Authorize the Mayor, Harry W. Rilling to execute an on-call contract with Fuss & O'Neill, Inc. for an amount not to exceed \$300,000.00.

Account No. 0921 4120 5777 C0232
0917 4021 5777 C0562

0918 4021 5777 C0562
0919 4021 5777 C0562
0921 4120 5777 C0562
0922 4120 5777 C0581
0918 4021 5777 C0598
0920 4120 5777 C0598
0921 4120 5777 C0598
0918 4021 5777 C0599
0921 4120 5777 C0648
0920 4120 5777 C0649
0921 4120 5777 C0649
0922 4120 5777 C0649
0922 3750 5777 C0774
0921 3750 5777 C0775
0922 3750 5777 C0777
0921 4095 5777 C0782
0921 4095 5777 C0783
133710-5796-AEC01
133710-5796-AEC02
133710-5796-AEC03
133710-5796-AEC18
133710-5796-AEC22

3. Authorize the Mayor, Harry W. Rilling to execute an on-call contract with Vanasse Hangen Brustlin, Inc. for an amount not to exceed \$400,000.00.

Account No. 0921 4120 5777 C0232
0917 4021 5777 C0562
0918 4021 5777 C0562
0919 4021 5777 C0562
0921 4120 5777 C0562
0922 4120 5777 C0581
0918 4021 5777 C0598
0920 4120 5777 C0598
0921 4120 5777 C0598
0918 4021 5777 C0599
0921 4120 5777 C0648
0920 4120 5777 C0649
0921 4120 5777 C0649
0922 4120 5777 C0649
0922 3750 5777 C0774
0921 3750 5777 C0775
0922 3750 5777 C0777
0921 4095 5777 C0782
0921 4095 5777 C0783

133710-5796-AEC01
133710-5796-AEC02
133710-5796-AEC03
133710-5796-AEC18
133710-5796-AEC22

4. Authorize the Mayor, Harry W. Rilling to execute an on-call contract with WSP USA Inc. for an amount not to exceed \$300,000.00.

Account No. 0921 4120 5777 C0232
0917 4021 5777 C0562
0918 4021 5777 C0562
0919 4021 5777 C0562
0921 4120 5777 C0562
0922 4120 5777 C0581
0918 4021 5777 C0598
0920 4120 5777 C0598
0921 4120 5777 C0598
0918 4021 5777 C0599
0921 4120 5777 C0648
0920 4120 5777 C0649
0921 4120 5777 C0649
0922 4120 5777 C0649
0922 3750 5777 C0774
0921 3750 5777 C0775
0922 3750 5777 C0777
0921 4095 5777 C0782
0921 4095 5777 C0783
133710-5796-AEC01
133710-5796-AEC02
133710-5796-AEC03
133710-5796-AEC18
133710-5796-AEC22

5. Authorize the mayor to execute a license agreement with SONO TOD II, LLC, over a 46,107 sq. ft. portion of 30 Monroe Street for purposes of due diligence investigation concerning said realty, and all other agreements and documents necessary and incidental to the purpose for which said license agreement is granted.
6. Authorize City and Redevelopment Agency staff to commence negotiations of a land disposition and development agreement with SONO TOD II, LLC ("developer") concerning the conveyance of a 46,107 sq. ft. portion of 30 Monroe Street ("city parcel") from the city to the developer, the development of a certain site being the city parcel combined with certain parcels identified in the Norwalk Tax Assessors land records as m/b/l 2/55/6, 2/55/7 and 2/55/22 owned by the developer, and to proceed on the basis of the key terms presented in the SONO TOD II IDA term sheet.

- IX. MOTIONS POSTPONED TO A SPECIFIC DATE**
- X. SUSPENSION OF RULES**
- XI. ADJOURNMENT**

COMMON COUNCIL REGULAR MEETING APRIL 26, 2022
NORWALK, CONNECTICUT COMMON COUNCIL CHAMBERS &
VIA TELECONFERENCE

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

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Mayor Rilling called the meeting to order at 7:33 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Ms. Dominique Johnson	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	

District A:	Ms. Nicol Ayers	Mr. David Heuvelman
District B:	Ms. Darlene Young	Ms. Diana Revolus
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Ms. Heidi Alterman	Mr. Thomas Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Council members present. A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: April 12, 2022

The following correction was made to the minutes:

Page 13: They are carrying a 45% increase per year for cost increases – should be corrected to 425% each year.

**** MS. SHANAHAN MOVED TO APPROVE THE MINUTES AS
CORRECTED
** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted.

A member of the public who did not identify themselves said they were in support of youth business.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS:

**** MS. SMYTH MOVED TO APPROVE THE APPOINTMENT OF LAUREL PETERSON, TO THE PUBLIC LIBRARY BOARD**

Ms. Smyth and Ms. Johnson spoke in support of this appointment.

**** MOTION PASSED UNANIMOUSLY**

**** MR. GOLDSTEIN MOVE TO APPROVE THE APPOINTMENT OF TINA FOGELL, CHIEF HUMAN RESOURCES OFFICER**

Mayor Rilling reviewed Ms. Fogel's background. Mr. Livingston spoke in support of this appointment.

**** MOTION PASSED UNANIMOUSLY**

Ms. Fogel expressed her thanks for the warm welcome and said she was excited to work with this group. She gave an overview of her experience and accomplishments.

REAPPOINTMENTS: There were no reappointments announced this evening.

MAYOR'S REMARKS:

Mayor Rilling announced that Norwalk is experiencing an uptick in COVID-19 cases. The CT Department of Health reported a case rate increase of 13.5 to 19.3 per 100,000 residents moving Norwalk from the Orange level to the Red level. He encouraged everyone to continue good and safe practices. He also encouraged everyone to keep their shots up to date and be cautious when going out.

Mayor Rilling said that Norwalk completed several activities for Earth Day and a few more are planned for this week. Friday, April 29, 2022, marks the 150th anniversary of Arbor Day, the holiday that celebrates planting trees. Once again, the Arbor Day Foundation has designated Norwalk as a "Tree City USA," a recognition the City has received for the last 18 consecutive years.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

**** MR. LIVINGSTON MOVED TO APPROVE THE APPOINTMENT OF TYISHA TOMS, ESQ. AS ASSISTANT CORPORATION COUNSEL**

Mr. Livingston spoke in support of this appointment. Mr. Coppola introduced Ms. Toms and reviewed her background and accomplishments. Ms. Toms said she looked forward to joining the City of Norwalk

Mr. Goldstein spoke in support of this appointment.

**** MOTION PASSED UNANIMOUSLY**

B. CONSENT CALENDAR:

**** MR. KYDES MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI.A.1, VII.A.1, VII.A.2, VII.A.3, VII.A.4, VII.A.5, VII.A.6, VII.A.7, VII.A.9, VII.A.10, VII.A.11, VII.B.1, VII.B.2, VII.B.3, VII.B.4, VII.C.1, VII.C.2

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. AUTHORIZATION FOR DISCUSSION: SETTLEMENT: RYAN YANG V. CITY OF NORWALK – FILE NO. A13869 EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: APRIL 14, 2022

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: APRIL 7, 2022

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: MARCH 2022

4. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE THE GRANT ASSIGNMENT CERTIFICATION, SFY 2023 ASSIGNING STATE OF CONNECTICUT 13B-38BB ELDERLY AND DISABLED DEMAND RESPONSIVE MUNICIPAL GRANT PROGRAM APPORTIONED FUNDS TO OPERATION OF TRANSPORTATION SERVICES COORDINATING ENTITY, NORWALK TRANSIT DISTRICT.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SUBMIT AN APPLICATION TO THE STATE OF CONNECTICUT FOR GRANT FUNDS PROVIDED UNDER THE STATE OF CONNECTICUT'S LOCAL CAPITAL IMPROVEMENT FUND FOR LOCAL CAPITAL IMPROVEMENT PROGRAM (\$648,140- 2022 ENTITLEMENT).

6. RESOLUTION: REQUESTING FOR VARIOUS DEPARTMENT OF PUBLIC WORKS PUBLIC IMPROVEMENTS PROJECTS AGGREGATING IN THE AMOUNT OF \$9,759,820 FROM THE ARPA (AMERICAN RESCUE PLAN ACT) FUND. ACCOUNTS: 134010-5796-APW01DRG2021-1 DREAMY HOLLOW BETTS; 134010-5796-APW02 GLENDENNING STREET STORM SEWER; 134010-5796-APW03 GLENWOOD AVENUE STORM SEWER; 134010-5796-APW04 DRG2022-1 LOCKWOOD LANE HEATHE; 134010-5796-APW05 GENERAL DRAINAGE-VARIOUS CITY; 134010-5796-APW06 STORMWATER MANAGEMENT PLAN; 134010-5796-APW07 COASTAL RESILIENCY CITYWIDE; 134010-5796-APW08 TREE PLANTING DPW CITYWIDE; 134010-5796-APW09 GREEN INFRASTRUCTURE CITYWIDE

7. RESOLUTION: REQUESTING FOR COMMUNITY SERVICE PROJECTS AGGREGATING IN THE AMOUNT OF \$2,000,000 FROM THE ARPA (AMERICAN RESCUE PLAN ACT) FUND TO ADDRESS ONGOING PUBLIC HEALTH NEEDS. ACCOUNTS: 132010-5796- ACS01 NORWALK COMMUNITY RECOVERY AND 132010-5796-ACS02 COMMUNITY SERVICES DIRECT PROGRAM.

9. RESOLUTION: REQUESTING FOR BROADBAND FIBER OPTIC CABLE NETWORK PROJECT IN THE AMOUNT OF \$100,000 FOR LEGAL COSTS FROM THE ARPA (AMERICAN RESCUE PLAN ACT) FUND. ACCOUNTS: 131340-5796-AFN01 BROADBAND FIBER OPTIC

10. RECEIVE BOARD OF ESTIMATE AND TAXATION OTHER BUSINESS FROM APRIL 4, 2022:

A. ADOPTION OF THE TENTATIVE FY2022-2023 OPERATING BUDGET

B. DISCUSS AND APPROVE FY 2022-2023 PARKING AUTHORITY BUDGET AS REVISED.

C. DISCUSS AND APPROVE FY 2022-2023 WATER POLLUTION AUTHORITY BUDGET.

D. APPOINTMENT OF AUDITORS TO AUDIT FISCAL YEAR 2022.

11. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SUBMIT THE MUNICIPAL GRANTS-IN-AID CERTIFICATION TO THE STATE OF CONNECTICUT FOR GRANT FUNDS PROVIDED UNDER THE STATE OF CONNECTICUT'S MUNICIPAL GRANTS-IN-AID FOR FISCAL YEAR 2022 IN THE AMOUNT OF \$402,915.

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH GORDON FINE ARTS, LLC FOR THE USE OF MATHEWS PARK AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR ANNUAL NORWALK ART FESTIVAL EVENT TO BE HELD ON SATURDAY, JUNE 18 AND SUNDAY, JUNE 19, 2022 FROM 10:00 AM TO 5:00 PM EACH DAY. SET-UP TO BEGIN FRIDAY, JUNE 17, 2022 AT 12:00 PM WITH TEAR-DOWN ON SUNDAY, JUNE 19, 2022 AT 7:30 PM. APPROXIMATE ATTENDANCE: 400.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH GORDON FINE ARTS, LLC FOR THE USE OF SOUTH/NORTH MAIN STREET, WASHINGTON STREET FROM WATER STREET TO MADISON STREET, 50 WASHINGTON STREET PARK FOR THEIR ANNUAL SONO ART FESTIVAL EVENT TO BE HELD ON SATURDAY, AUGUST 6 AND SUNDAY, AUGUST 7, 2022 FROM 10:00 AM TO 5:00 PM EACH DAY. SET-UP TO BEGIN FRIDAY, AUGUST 5, 2022 AT 6:00 AM WITH TEAR-DOWN ON SUNDAY, AUGUST 7, 2022 AT 7:30 PM. APPROXIMATE ATTENDANCE: 1,500.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE LOCKWOOD-MATHEWS MANSION MUSEUM FOR THE USE OF MATHEWS PARK AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR OLD-FASHIONED FLEA MARKET EVENT TO BE HELD ON SUNDAY, SEPTEMBER 18, 2022 FROM 10:00 AM TO 4:00 PM. SET-UP TO BEGIN AT 7:00 AM WITH TEAR-DOWN NO LATER THAN 6:00 PM. APPROXIMATE ATTENDANCE: 2,500.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH NATIONAL MARINE MANUFACTURERS FOR THE USE OF CALF PASTURE BEACH PARK, SHADY BEACH, MARVIN SCHOOL SITES, TAYLOR FARM AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR 2022 NORWALK BOAT SHOW EVENT TO BE HELD FROM FRIDAY, SEPTEMBER 23 TO SUNDAY, SEPTEMBER 25, 2022 FROM 10:00 AM TO 7:00 PM FRIDAY AND SATURDAY, AND FROM 10:00 AM TO 5:00 PM ON SUNDAY. SET-UP

**TO BEGIN ON THURSDAY, SEPTEMBER 22, 2022 AT 7:00 AM WITH
TEAR-DOWN ON SUNDAY, SEPTEMBER 25, 2022 AT 5:00 PM.
APPROXIMATE ATTENDANCE: 15,000.**

C. COMMUNITY SERVICES COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT THE SCHOOL READINESS GRANT WHICH INCLUDES THE QUALITY ENHANCEMENT GRANT FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY TO CONTRACT SERVICES PROVIDED BY THE HEALTH EDUCATION CENTER AT A TOTAL COST OF NO MORE THAN \$2500 FOR THE PURPOSE OF EMPLOYEE TRAINING AND EDUCATION. ACCOUNT NO. 0120-11-5272.

**** MOTION PASSED UNANIMOUSLY**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

**** MR. BURNETT MOVED TO APPROVE THE FOLLOWING
RESOLUTION:**

**REQUESTING FOR ECONOMIC AND COMMUNITY DEVELOPMENT
ARPA PROJECTS AGGREGATING IN THE AMOUNT OF \$8,178,750
FROM THE ARPA (AMERICAN RESCUE PLAN ACT) FUND.
ACCOUNTS: 133710-5796-AEC01 WALL STREET CONSTRUCTION;
133710-5796-AEC02 MOBILITY SIDEWALK AND BIKE; 133710-5796-
AEC03 COMPLETE STREETS; 133710-5796-AEC04 PROJECT
MANAGER; 133710-5796-AEC05 BUSINESS COVID ASSISTANCE;
133710-5796-AEC06 REDEVELOPMENT SMALL BUSINESS; 133710-
5796-AEC08 CAPITAL ACCESS MANAGER MICROLO; 133710-5796-
AEC09 WMBE GRANTS TO SMALL BUSINESS; 133710-5796-AEC10
INNOVATION GRANTS FOR START UP; 133710-5796-AEC11
PERMITTING AND LICENSING SOFTW; 133710-5796-AEC12
DIGITIZING DOCUMENTATION; 133710- 5796-AEC13 BUSINESS
NAVIGATION ONLINE; 133710-5796-AEC14 ADMINISTRATOR FOR
ARP; 133710- 5796-AEC15 PERMIT COORDINATOR; 133710-5796-
AEC16 EVENT IMPLEMENTATION PROGRAM; 133710-5796-AEC17
TREE PLANTING PROGRAM; 133710-5796-AEC18 TREE PLANTING
SIDEWALK;**

133710-5796-AEC19 CLIMATE ACTION PLAN; 133710-5796-AEC20 REDEVELOPMENT MARITIME AQUARIUM; 133710-5796-AEC21 HARBOR USE PLAN STUDY; 133710-5796-AEC22 AFFORDABLE HOUSING PLAN; 133710-5796-AEC22 SOUTH NORWALK SCHOOL SIDEWALKS.

Ms. Vonashek, Chief of Economic and Community Development gave a presentation outlining how the funding would be used. She said Norwalk already received 50% of the funds. Norwalk was awarded \$39.3 million of ARPA funds and \$8.2 million has been committed to economic and community development.

Economic and Community Development will focus on walkability, connectivity, business support, housing and environmental green spaces. She reviewed each of these areas along with the associated costs. Members of the Common Council expressed their thanks to Ms. Vonashek. Ms. Smyth commended the City, Mr. Dachowitz and Mr. Burnett for creating a system where the tracking of funds will be transparent. Mr. Goldstein said Norwalk has great representation in Washington and this presentation provides a great public service. He expressed his thanks to the Representatives for making it possible to make substantial changes. Ms. Young thanked Ms. Vonashek and her team as well as the Norwalk Redevelopment Agency and everyone who had input. She said this speaks to the dedication of all City workers. Ms. Young said this will benefit everyone for years to come. Ms. Revolus said she hoped they will not go to the community and use that as a data point. She said she hoped they will tell residents that the City wants to support and strengthen them.

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MR. GOLDSTEIN; MS. JOHNSON; MS. NIEDZIELSKI EICHNER; MS. SMYTH; MS. AYERS; MR. HEUVELMAN; MS. REVOLUS; MS. YOUNG; MR. KYDES; MS. MCMURRER; MS. ALTERMAN; MR. KEEGAN; MR. LIVINGSTON; MS. SHANAHAN)**

Mayor Rilling said this was a big team effort and that he was excited about what was going to happen in Norwalk over the next several years.

C. COMMUNITY SERVICES COMMITTEE

**** MS. JOHNSON MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH FOR THE “A PUBLIC HEALTH APPROACH TO COMPREHENSIVE SUICIDE PREVENTION IN CONNECTICUT” PROGRAM IN THE AMOUNT OF \$159,000.00 FOR THE PERIOD AUGUST 1, 2022 THROUGH AUGUST 31, 2025.**

AND TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE “A PUBLIC HEALTH APPROACH TO COMPREHENSIVE SUICIDE PREVENTION IN CONNECTICUT” PROGRAM FOR THE PERIOD AUGUST 1, 2022 THROUGH AUGUST 31, 2025

Ms. Johnson gave a brief overview of the item.

Ms. Deanna D’Amore, Director of Health explained that this is a three year grant that will enhance their ability to be more involved in suicide prevention.

Ms. McMurrer thanked Ms. D’Amore and asked if they have plans to do programming with school youth. Ms. D’Amore said that part of the grant is looking at what the school is doing.

**** MOTION PASSED WITH ONE (1) ABSTENTION (MS. ALTERMAN)**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MS. REVOLUS MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:38 p.m.

ATTEST: _____
Irene Dixon, City Clerk



VII.A

MEMORANDUM

TO: Anthony R. Carr, P.E, CFM – Chief of Operations and Public Works

FROM: James Travers – Director of Transportation, Mobility and Parking

CC: Vanessa Valadares, P.E. – Principal Engineer
Garrett Bolella, P.E., PTOE – Assistant Director, TMP

REF: Public Works Committee Agenda Item – TMP 2022-1 Sidewalks and Curbing, Highland Avenue Safe Routes to School, Brookside Elementary School and Brien McMahon High School

DATE: April 28, 2022

On April 27, 2022 a bid opening was held for project TMP 2022-1 Sidewalks and Curbing, Highland Avenue Safe Routes to School, Brookside Elementary School and Brien McMahon High School. There were 2 total competitive bids with A. Vitti Excavators, LLC. being the apparent low bidder. Transportation, Mobility, and Parking requests adding the following items to the May 3, 2022 Public Works Committee Meeting.

- a. Authorize the Mayor, Harry W. Rilling to execute an agreement with A. Vitti Excavators LLC for Project TMP 2022-1 Sidewalks and Curbing, Highland Avenue Safe Routes to School, Brookside Elementary School and Brien McMahon High School, for an amount not to exceed \$770,750.00.

Account No. 0920 4120 5777 C0441
0921 4120 5777 C0441
0922 4120 5777 C0441
0923 4120 5777 C0441

- b. Authorize the Director of Transportation, Mobility and Parking, to execute Orders on contract with A. Vitti Excavators LLC for Project TMP 2022-1 – Sidewalks and Curbing, Highland Avenue Safe Routes to School, Brookside Elementary School and Brien McMahon High School, for an amount not to exceed \$77,075.00

Account No. 0920 4120 5777 C0441
0921 4120 5777 C0441
0922 4120 5777 C0441
0923 4120 5777 C0441

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estimate	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202503A	REMOVAL OF CONCRETE CURBING	100	\$18.00	\$1,800.00	\$40.00	\$4,000.00	\$0.00	\$0.00	\$6.00	\$600.00
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	200	\$11.00	\$2,200.00	\$40.00	\$8,000.00	\$0.00	\$0.00	\$6.00	\$1,200.00
0304002	PROCESSED AGGREGATE BASE	250	\$50.00	\$12,500.00	\$105.00	\$26,250.00	\$0.00	\$0.00	\$26.00	\$6,500.00
0406202A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) MIN BID - SEE SPECIAL NOTES	75	\$150.00	\$11,250.00	\$95.00	\$7,125.00	\$0.00	\$0.00	\$150.00	\$11,250.00
0506001	CONCRETE FOR RETAINING WALLS, STEPS AND COPINGS	11	\$1,200.00	\$13,200.00	\$850.00	\$9,350.00	\$0.00	\$0.00	\$1,100.00	\$12,100.00
0507042A	RESET CATCH BASIN	23	\$800.00	\$18,400.00	\$1,500.00	\$34,500.00	\$0.00	\$0.00	\$500.00	\$11,500.00
0651344A	STORM DRAINAGE ALLOWANCE	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00
0811001A	CONCRETE CURBING	4,100	\$55.00	\$225,500.00	\$50.00	\$205,000.00	\$0.00	\$0.00	\$45.00	\$184,500.00
0921001A	CONCRETE SIDEWALK	2,000	\$20.00	\$40,000.00	\$18.00	\$36,000.00	\$0.00	\$0.00	\$15.00	\$30,000.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	1,700	\$65.00	\$110,500.00	\$100.00	\$170,000.00	\$0.00	\$0.00	\$40.00	\$68,000.00
0922501A	BITUMINOUS CONCRETE DRIVEWAY	620	\$70.00	\$43,400.00	\$95.00	\$58,900.00	\$0.00	\$0.00	\$40.00	\$24,800.00
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	200	\$70.00	\$14,000.00	\$70.00	\$14,000.00	\$0.00	\$0.00	\$26.00	\$5,200.00
0944003A	FURNISHING AND PLACING TOPSOIL	500	\$20.00	\$10,000.00	\$50.00	\$25,000.00	\$0.00	\$0.00	\$12.00	\$6,000.00
0950003A	TURF ESTABLISHMENT (LAWN)	500	\$7.00	\$3,500.00	\$40.00	\$20,000.00	\$0.00	\$0.00	\$1.00	\$500.00
0970006A	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00
0970007A	TRAFFICPERSON (UNIFORMED FLAGGER)	400	\$60.00	\$24,000.00	\$130.00	\$52,000.00	\$0.00	\$0.00	\$60.00	\$24,000.00
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$23,000.00	\$23,000.00	\$27,500.00	\$27,500.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
0980003A	PROJECT SURVEY AND STAKEOUT	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
000010A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
251090A	RAISED BIT. CONC. CROSSWALK AND SPEED TABLE	100	\$300.00	\$30,000.00	\$150.00	\$15,000.00	\$0.00	\$0.00	\$110.00	\$11,000.00
302060A	RESET GATE BOXES	10	\$250.00	\$2,500.00	\$1,400.00	\$14,000.00	\$0.00	\$0.00	\$75.00	\$750.00
			\$770,750.00		\$926,625.00		\$0.00		\$602,900.00	

Apparent Low Bidder : A. Vitti Excavators, LLC

Second Bidder : Titan Enterprises, Inc.

Third Bidder :



CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
 alo@norwalkct.org P: 203-854-7877
 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE : JEFFERSON ELEMENTARY SCHOOL- MATERIAL
 TESTING AND SPECIAL INSPECTION SERVICES

DATE: APRIL 27, 2022

On April 12, 2022, the Common Council approved the following action:

“Authorize the Purchasing Agent to increase the Purchase Order for Special Testing Laboratories, Inc. for materials testing and field inspection services for the Jefferson Elementary School Renovate-As-New Project for an additional amount not to exceed \$30,000. Funds are available in account #09225010 5777 C0619”

I have since been made aware that there is an error on the account number which should read “0919 5010 5777 C0619 in lieu of “22”. “19” represents year “2019” when the funds were allocated.

Action Requested:

“Technical Correction: Amend Common Council action on April 12, 2022, Item VII.D.6. to correct the account number from #09225010 5777 C0619 to read as follows:

Authorize the Purchasing Agent to increase the Purchase Order for Special Testing Laboratories, Inc. for materials testing and field inspection services for the Jefferson Elementary School Renovate-As-New Project for an additional amount not to exceed \$30,000. Funds are available in account #09195010 5777 C0619”

Thank you.



CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
 alo@norwalkct.org P: 203-854-7877
 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

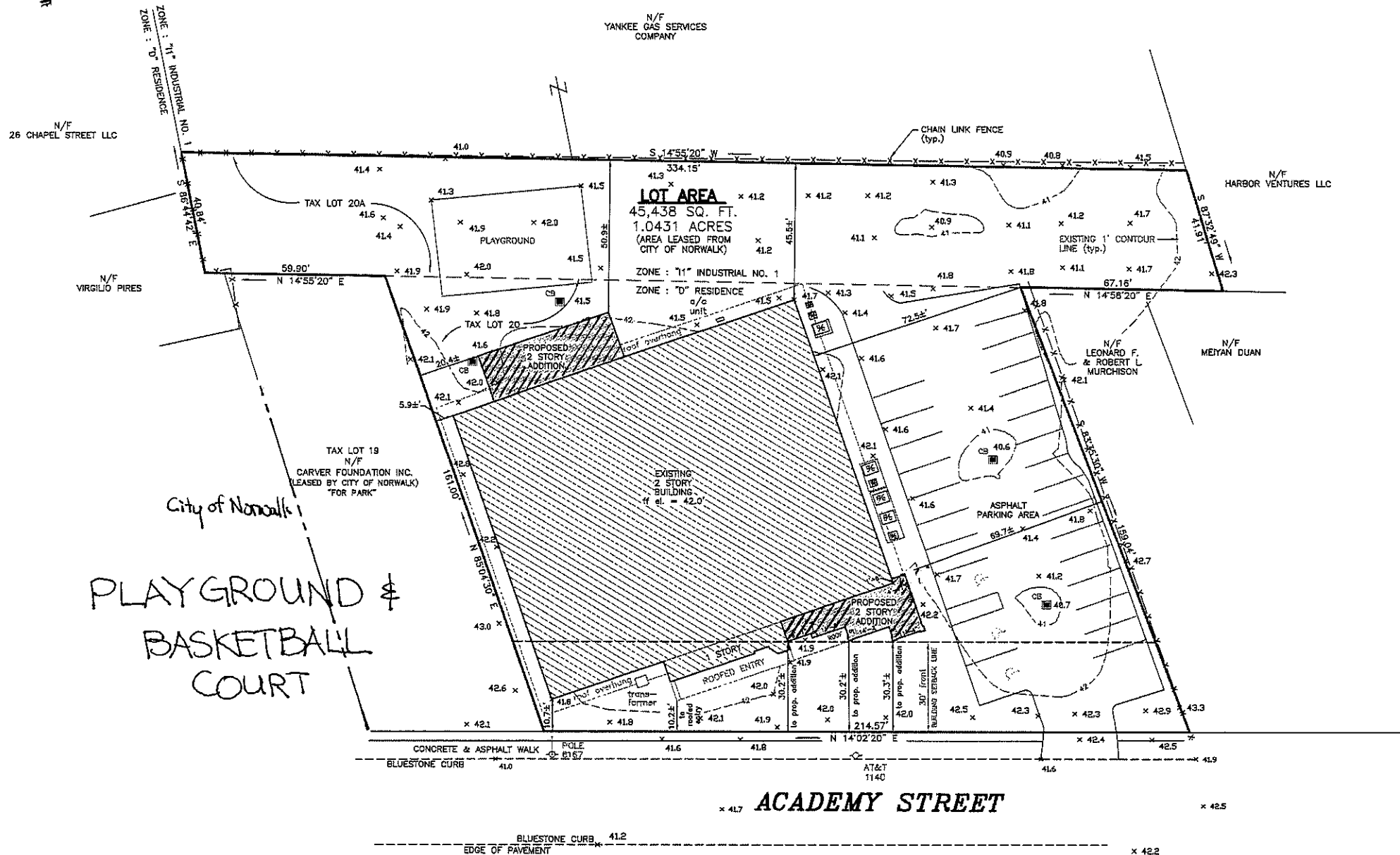
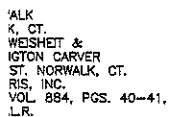
TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
 FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*
 RE : CARVER CENTER- BUILDING ADDITION
 DATE: APRIL 27, 2022

In the late 1970's, the City, in support of the Academy Street and Chapel Street neighborhood community, acquired some properties and assisted the neighborhood to secured federal funds and managed the construction of the Carver Center. Hence, an unique real estate relationship was created with the City leasing the property to Carver Center while Carver Center has the ownership of the building.

As part of Carver Center's goal to be in ADA compliance and to meet the current operating needs for its programs, Carver Center has secured funds for two small building additions. See attached site plan. Due to the complexity of property ownership with the remaining properties, the proposed additions do not meet Zoning coverage requirements. The Carver Center would like to seek a zoning variance in order to implement the improvements. While the building is technically owned by Carver, the City is the owner of the property, and therefore would be the applicant on the variance application.

I, representing the City/Building Management, would typically sign applications for building permits, zoning permits, utility permits, etc. relating to City properties. As this is an unique property relationship, I am hereby requesting the Common Council approval of the following:

Authorize the Office of Building Management to sign off on a Zoning Variance application on behalf of the City as the property owner for the proposed building additions at and to be constructed by the Carver Center who is the owner of the building.





CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
 alo@norwalkct.org P: 203-854-7877
 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
 FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *ll*
 RE : LOCKWOOD MATHEWS MANSION MUSEUM
 DATE: APRIL 27, 2022

Lockwood Mathews Mansion Museum (LMMM) is a registered National Historic Landmark and is a significant historic asset for the City of Norwalk. The Museum is owned by the City and through a long term lease, the Museum is managed by LMMM Board. The Board has full operating and fund raising responsibilities with the City providing occasional capital funding assistance for specific capital improvement projects.

Recently, the LMMM received a grant from the State in the amount of \$5 million through Department of Economic and Community Development (DECD) for various building infrastructure and code improvements (HVAC, fire suppression, electrical, plumbing, etc.). Thereafter, the City allocated an additional \$2.5 million in order to provide supplemental financial assistance to the project. As the project proceeded through the design phases, it was confirmed that with the available funds, a phase improvement project would not be feasible due to the needs to redo completed and/or restored work in a historical building. Therefore, LMMM continued their efforts to seek and subsequently received approval this year for an additional \$3 million from the State and \$3 million from the City. The current total project budget is \$13.5 million. With the infusion of these additional funds, the State and the City have become funding partners in lieu of the City simply supplementing funding shortfall.

This project started approximately a year ago with LMMM hiring the architect and a construction manager. DECD has been working very closely with LMMM in the

development and funding of the preconstruction phase. The City's initial \$2.5 million funds were committed to this project in accordance with the terms of an Assistance Agreement that was executed with LMMM. With the additional City and State funds, an amendment to the Assistance Agreement is required in order to update the agreement terms and establish indirectly the relationship/understanding with State relating to their grant to LMMM. The terms of the amendment shall include, but not limited to the following:

- As part of the 2022-2023 City Capital Budget, the City has increased its financial contribution to the LMMM capital improvements project by \$3 million from \$2.5 million to \$5.5 million. It is the City's further understanding that the State has also increased their funding contribution from \$5 million to \$8 million resulting in a new total project budget of \$13.5 million. Together, the City and the State have become funding partner in this project.
- The City financial contribution to this project is limited to \$5.5 million.
- The City recognizes the State – DECD's comprehensive enforcement on funding expenditures and will look to their leadership in monitoring the State grant compliance which will include, but not limited to, State Prevailing Wage Rates regulations and competitive bidding requirements. To assist in the process, the City's Purchasing Department will provide administrative support with bidding process.
- As funding for this project is provided by two governmental entities, timely payment to the contractors through the construction phases presents considerable challenges. To address this concern, I have developed a disbursement schedule below in order to provide adequate project cash flow to the extent possible.

First disbursement	\$1,500,000	Upon execution of the Amendment
Second disbursement	\$1,500,000	At 20% of project expenditure
Third disbursement	\$1,500,000	At 50% of project expenditure
Fourth disbursement	\$1,000,000	At 80% of project expenditure

- The LMMM, in collaboration with the City and the State, shall establish a percentage cost sharing ratio for the project. LMMM will be responsible to request monthly reimbursement from the State for its share of expenditures and shall continue to replenish the cash flow account with State reimbursement funds.

- This project is scheduled to go out for bids in September 2022, relocation of LMMM staff and building historic assets in November 2022, start construction in January 2023 and substantial completion by May 2024.

Representatives from LMMM will be available to discuss the above amendment terms at the May 4, 2022 Land Use and Building Management Committee meeting. If there are any questions in advance of the meeting, please do not hesitate to reach out to me.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Financial Assistance Agreement with Lockwood Mathews Mansion Museum for the implementation of the infrastructure improvements project at the Museum. Terms of the Amendment shall be as outlined in Alan Lo's memo dated April 27, 2022.



Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER 

DATE: APRIL 28, 2022

RE: LED LIGHTING RETROFIT AT NORWALK CITY HALL, NORWALK FIRE HEADQUARTERS & THE NORWALK PUBLIC WORKS CENTER

On February 17, 2022, the City's Purchasing Department solicited proposals from energy efficient lighting replacement / conversion firms to provide turnkey design and installation services associated with the replacement of existing exterior lighting fixtures at the Norwalk City Hall, interior lighting fixtures at Fire Department Headquarters apparatus bay, and interior and exterior fixtures at the DPW Garage with next level of energy efficient lighting fixtures.

As part of the RFP firms were asked to provide all technical and financial data necessary to demonstrate the feasibility of their proposed improvement that included, but was not limited to the following:

- Financial benefits: payback period, capital costs to the City.
- Long-term operating benefit/reduction of energy usage.
- Long term repair and maintenance costs, cost availability of replacement parts and warranty period for all major components.
- Ability of the system to respond to varying operating needs and schedule.
- Environmental benefit.
- Ability to secure energy grants/incentives.
- Cost of proposed energy measure installation (including all materials, labor and disposal fees).

The City received eight (8) proposals, one of which was determined to be non-conforming. The seven (7) conforming proposals were received from the following firms:

Environmental Systems Corporation
Titan LED Inc.
Earthlight Technologies LLC
Tri State LED

Energy Resources USA
Greenleaf Energy Solutions, LLC
Efficient Lighting Consultants, Inc.

A Review Committee was established and consisted of: Carleen Megaro, Buyer, Alan Lo, Building and Facilities Manager, Neil Rennie, Property Manager, Fred Bretherton, Assistant Property Manager, Dan Miller, Chief Engineer and Kristin Hall-Bien, Senior Administrator.

Each member of the Review Committee was requested to rate each proposal based on criteria that was outlined in the City's RFP. The objective of the rating was to create a short list of submissions and examine each submission more fully.

The Review Committee selected three (3) proposals for the short list. These firms were: Energy Resources USA, Greenleaf Energy Solutions, LLC and Tri State LED.

Each of these firms was sent a series of supplemental questions based on input from the Review Committee members. Based on the information provided in the supplemental information, the interview and the original proposal submitted, the Review Committee rated the three (3) short-listed firms and recommends **Energy Resources USA** as the most qualified firm to provide energy efficient lighting replacement / conversion at the City locations. This firm was chosen based on their prior experience in similar projects, actual capital costs to the City, labor and materials warranty periods and the quality of their presentation to the review committee.

ACTION REQUESTED:

- 1a. **Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA to provide LED Lighting Retrofit Services at City Hall for a total project amount not to exceed \$44,765.00.**
- 1b. **Authorize the Mayor, Harry W. Rilling, to execute any and all documents with The Connecticut Light and Power Company, d/b/a Eversource Energy to apply for and to implement Energy Efficient Upgrade Financing through Eversource "On-Bill Financing Program" for the City Hall LED Lighting Retrofit project.**
2. **Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Public Works Center for a total project out-of-pocket amount not to exceed \$29,666.05. Acct. #0922/23 7100 5777 C0327**
3. **Authorize the Mayor, Harry W. Rilling, to execute an agreement with Energy Resources USA to provide LED Lighting Retrofit Services at the Norwalk Fire Headquarters for a cost not to exceed \$11,361.11. Funds are available in account # 0918/22 7100 5777 C0327.**

A. PROPOSED FEES

SITE	PROJECTED UTILITY USAGE	PROJECTED UTILITY COST	ESTIMATED ANNUAL SAVINGS	ESTIMATED ENERGY INCENTIVES/REBATES \$	ESTIMATED PAYBACK PERIOD (# of months)	PROPOSED FEE (before incentives and rebates)
Norwalk City Hall	44,676 annual kWh before / 15,487 kWh after = 29,188 annual kWh saved	\$ 2,477.92	\$ 4,670.13	\$ 7,297.00	96.24 months	\$ 44,765.00
DPW	116,937 annual kWh before / 58,762 kWh after = 58,175 annual kWh saved	\$ 9,325.53	\$ 9,232.40	\$ 9,308.03	26.52 months	\$ 29,666.05
Fire Headquarters	54,320 annual kWh before / 44,106 kWh after = 10,214 annual kWh saved	\$ 8,225.77	\$ 1,904.94	\$ 1,634.27	61.32 months	\$ 11,361.11

1.0 Letter of Interest

March 22, 2021

Carleen Megaro
City of Norwalk Purchasing Department
125 East Avenue, Room 211
Norwalk, CT 06856-5125

Subject: LED Lighting Retrofit for Norwalk City Hall, DPW, Fire HQ

Dear Ms. Megaro,

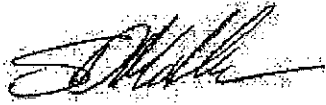
Energy Resources is pleased to submit our proposal and statement of qualifications for the above-referenced services. Energy Resources is excited about the opportunity to provide a high quality, turn-key, energy conservation project. Our company's focus and structure, along with our experience and skill set, will assist us in exceeding project expectations for the City of Norwalk.

Energy Resources is a locally based, high functioning and creative comprehensive energy services company that delivers significant energy savings, with excellent customer service, for many municipal, state, large commercial, industrial, small business clients and utility programs in the Northeast. Our team includes members that have conceived, developed, implemented, and successfully executed energy efficiency projects both as utility employees and as business owners of energy services companies. This highly specific experience, and strong track record, will aid us to better understand and achieve the City of Norwalk's project goals.

Energy Resources focuses on the exact services required for this project and possesses unmatched experience working with Eversource procedures and incentive programs. Since we are involved in the specific business and technical requirements because of our work in similar current and past programs, our business is structured and managed around the key functions and practices needed to be a highly successful contractor for the City of Norwalk project. Our business model is supported by a staff of technically skilled energy managers, experienced hands-on project managers, licensed and seasoned designers and installers, and an executive support team with decades of experience in the industry.

I am hopeful that after review of our qualifications, you will agree that Energy Resources offers the best overall expertise and value to the City of Norwalk for execution of this project. If you should have any questions regarding our capabilities, pricing, or experience, please contact me.

Sincerely,



Simon Matthews
Director of Project Development
Energy Resources USA.
76 Watertown Road, Thomaston, CT 06787
P: 475.559.8272
Email: smatthews@energyresourcesusa.net

2.0 Energy Resources Profile

2.1 Company Name and Location

Energy Resources USA
76 Watertown Road
Thomaston, CT 06787

Office: 860-880-8300
Fax: 860-880-8304

www.energyresourcesusa.net

2.2 General Description

Energy Resources is a utility-oriented, turnkey provider of energy efficient upgrades with an emphasis on comprehensive mechanical, refrigeration, lighting and other practical measures servicing state, municipal, educational, commercial, industrial, retail, and non-profit customers. Energy Resources offers multiple measures for electric and gas energy efficiency with in-house capability in lighting, lighting controls, mechanical upgrades/replacement, mechanical controls, steam system optimization (steam traps/custom insulation) and renewables (solar). We are a multi-regional company with facilities in located multiple states and corporate offices in Thomaston, CT.

Energy Resources has 3 divisions: JK Energy Solutions and Shannon Energy are efficiency companies, while Solar Energy Resources is focused on renewables. While JK focuses on lighting and mechanical upgrade measures, Shannon Energy Resources is a unique provider of gas savings solutions for large steam systems.

We are a high functioning and creative company that delivers significant energy savings, with excellent customer service, for many utility programs. Our team includes members that have conceived, developed, implemented, and successfully executed Energy

Efficiency Programs both as utility employees and as business owners at Energy Services Companies. Our business model includes a highly proactive sales team, a staff of technically skilled energy managers, experienced hands-on project managers, licensed and seasoned installers, and an executive support team with decades of experience in the industry.

The team at Energy Resources consists of industry veterans who have a long history of success in the energy conservation market. With over 200 years combined experience in energy efficiency, our team members have strong utility program, engineering, sales/marketing, project management and installation backgrounds. Our staff includes members with Association of Energy Engineers (AEE) qualifications including Certified Energy Manager (CEM), Certified Energy Auditor (CEA), Certified Building Commissioning Professional (CBCP) and Certified Lighting Efficiency Professional (CLEP) accreditations. Along with degreed electrical and mechanical engineers, our staff includes two E-1 Master Electricians, an S-1 Master HVAC Professional, an SM-1 Sheetmetal Contractor, an SM-2 Journeyman Sheetmetal Worker, a D-2 Service Technician, and a P-2 Journeyman Plumber.

We have a high level of experience and strong grasp on understanding various customer lighting and mechanical applications and the appropriate solution to reduce energy while supporting the needs of the specific work environment. Therefore, assessing lighting and mechanical requirements and executing solutions with the correct use of controls, equipment retrofits, and fixture replacements is at the core of what we do.

2.3 Company History

The business entity Energy Resources was established 10 years ago. It grew out of the partnership of a successful energy efficiency company, Alliance Energy Solutions, and a 15-year-old electrical contracting company, JK Electric and Service. Energy Resources has maintained a healthy, steady growth pattern with the number of installed projects and revenue increasing consistently from quarter to quarter.

Energy Resources emerged in 2011 when key leaders and team members from Alliance Energy Solutions joined forces with JK Electric & Service. After the 2009 acquisition of Alliance Energy Solutions by W.W. Grainger, and subsequent integration, key leaders and team members elected to leave Alliance Energy Solutions and partner with JK Electric & Service to create JK Energy Solutions. JK Electric & Service had been operating since 1996 as a general electrical contracting company with additional experience in energy conservation work. The infusion of new team members, and a significant capital investment resulted in immediate success in 2012 in the Connecticut Light and Power Small Business Energy Advantage Program. Our performance was quickly recognized by United Illuminating who invited Energy Resources to participate in their Small Business Program.

2.4 Primary Line of Business

Energy Resources is a full-service Energy Services Company. We provide energy conservation services in the form of turnkey energy efficient facility upgrades. We partner with utility companies, federal and state agencies, and various lenders to offset project costs and deliver financing for turnkey, practical energy conservation measures such as Lighting Efficiency Upgrades, Refrigeration System Optimization, Mechanical Equipment Controls, Building Management Systems, Mechanical Equipment Replacements, and Steam System Efficiency Upgrades. As a turnkey service provider, we manage all aspects of the process from initial energy audit through project completion, warranty, and measurement and verification.

3.0 Project Team Organization and Staffing

Energy Resources will bring a broad depth of expert, key personnel with the necessary qualifications for this project. All staff are available to commence work on this project immediately upon award. The entire management team and all support staff have extensive experience working with energy projects within the Eversource, SNEW and 3rd Taxing District service territories.

Supporting and directing our team is an executive staff with over 200 years of combined industry experience. Our team members have developed and successfully implemented energy efficiency programs as utility employees and as business owners of energy services companies.

Please refer to Appendix A for a detailed view of the qualifications and professional work experience of a selection of Energy Resources' personnel. Following, is a summary of qualifications of key team personnel.

Matt James, Chief Operating Officer. Mr. James is an Association of Energy Engineers (AEE) Certified Energy Manager (CEM) with a degree in Mechanical Engineering and M.B.A. in Finance. Mr. James manages the overall company operations with focus on accounting, IT, material management, electrical/mechanical contracting and our financing operation which includes third party lenders as well as an internal financing program. Mr. James worked at Northeast Utilities and helped to develop some of the first Energy Efficiency programs in CT in 2001 and 2002. He worked as the Team Leader of the Conservation & Load Management Team, responsible for overseeing multiple energy efficiency programs. He later became a Managing Partner at Alliance Energy Solutions before helping to create Energy Resources.

Rich Cardita, Chief Commercial Officer. Mr. Cardita is an AEE Certified Lighting Efficiency Professional (CLEP) with a degree in Electrical Engineering. While working at Alliance Energy Solutions, Mr. Cardita helped develop the Central Hudson Gas and Electric direct install program. Rich led the sales effort and assisted Central Hudson Gas and Electric to realize its goals.

Charlie O'Neill, Director of Utility Programs. Mr. O'Neil manages our project development team and is a former Energy Program Administrator for Eversource (formerly Connecticut Light and Power). As recently as 2011 he was responsible for developing their utility software to incorporate refrigeration measures into the utility database in accordance with CT State regulations.

Simon Matthews, Director of Project Development. Mr. Matthews has a BS in mechanical engineering and is an AEE Certified Building Commissioning Professional (CBCP), Certified Energy Auditor (CEA), and CEM. He is also a USGBC LEED Accredited Professional (LEED-AP). Mr. Matthews has over 15 years of experience developing, managing, and commissioning energy efficiency projects for commercial, municipal, and federal clients.

Please refer to Appendix A for a detailed view of the qualifications and professional work experience of the key personnel listed above.

3.1.1 Engineering

All our engineering design professionals are full time direct employees of Energy Resources USA. We have 8 degreed electrical, mechanical, industrial, and environmental engineers on staff and all team members possess strong experience developing comprehensive projects for our customers. Our design and project development team capabilities include mechanical, controls and lighting design. We have a Professional Engineer (PE) on the payroll and established relationships multiple outsourced PE's in a variety of disciplines. Our staff includes members with AEE qualifications including CEM, CEA, CBCP and CLEP accreditations; two E-1 Master Electricians; an S-1 Master HVAC Professional; an SM-1 Sheetmetal Contractor; an SM-2 Journeyman Sheetmetal Worker; a D-2 Service Technician; a P-2 Journeyman Plumber; OSHA-10 and OSHA-30 certifications; and Universal Refrigerant licenses.

3.1.2 Project Management and Production

Energy Resources has solid project management, multiple in-house crews, and a network of trained and qualified subcontractors. We are able to manage multiple projects and deliver the highest level of customer satisfaction. Our warehouse and recycling partnerships are oriented to smoothly dispose of materials in an environmentally and regulation compliant manner.

Energy Resources has nine project managers (PM) in CT, MA and NY and two travelling PMs dedicated to other parts of New England and Mid-Atlantic. We have two in house installation crews and 45 outsourced crews throughout the New England and Mid-Atlantic regions providing electrical, mechanical, refrigeration, steam optimization and controls installation services. Six of these crews are dedicated to Energy Resources with over 80 percent of their focus on our projects. They are dedicated because we treat them like they are an extension of our company. We set up projects with a detailed statement of work (SOW), deliver material to project site, and have an Energy Resources PM assigned to each project.



Office of Building Management
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER 

DATE: APRIL 28, 2022

**RE: SOUTH NORWALK BRANCH LIBRARY –
BUILDING MANAGEMENT SYSTEM**

The South Norwalk Public Library was constructed in 1917. A major renovation was completed in 2006. In the most recent years several projects have been completed to achieve improved energy efficiency. As part of that, Building Management requested and received funds to install a Building Management System for the heating, air conditioning and lighting controls.

On March 3, 2022 the City's Purchasing Department advertised for bid the installation of a building management system to better control the heating, air conditioning and lighting controls to improve energy efficiency for the South Norwalk Branch Library.

The City received two (2) bids. The results are as follow:

Vendor	Total Lump Sum Price
Tucker Mechanical, Inc.	\$53,411.000
Possidento Therrien Electrical Contractors, LLC	\$66,332.00

ACTION REQUESTED:

a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tucker Mechanical, Inc. for the South Norwalk Branch Library Building Energy Management System Installation Project for a total not to exceed \$53,411.00. Funds are available from account 0922 7100 5777 C0644.

b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$8,000.00



COMMUNITY RECOVERY PROGRAM

**AMERICAN RESCUE PLAN ACT PROPOSED FUNDING
ADMINISTERED BY THE COMMUNITY SERVICES DEPARTMENT**

**Presented to the Community Services Common Council
Committee** ON APRIL 20, 2022 & MAY 4, 2022 [SPECIAL MEETING]

WHAT IS THE AMERICAN RESCUE PLAN ACT?

The American Rescue Plan Act of 2021 (ARPA) was passed by the U.S. Congress to provide for a strong and equitable recovery from the COVID-19 pandemic. ARPA provides \$350 billion directly to state and local governments, including the City of Norwalk, to respond to the impacts of the COVID-19 pandemic. Eligible uses for ARPA funds include addressing ongoing public health responses costs, addressing the negative economic impacts of COVID-19, and supporting city operations and government service.

THE IMPACT OF THE PANDEMIC IN NORWALK

According to local mental health and social service providers, Norwalk mental health network was stretched prior to COVID-19 and has now become even more strained during the pandemic.

Residents have experienced compounded trauma because of the pandemic.

Health disparities that existed in the City of Norwalk before COVID have grown.

Norwalk's homeless agency is challenged with unstably housed individuals and families.

Many residents are challenged to put food on the table financially and physically, with the elderly and other high-risk residents not being able to access grocery stores.

The economic fallout has left residents, many of whom struggled financially before the pandemic, vulnerable to housing instability and food insecurity.

Norwalk's workforce on average, is highly educated with relatively high salaries. Unfortunately, the pandemic has impacted lower wage and lower educated service employees.

PURPOSE

The **Norwalk Community Recovery Fund Program** provides local assistance in the form of competitive grant funding for nonprofit organizations that responds to the negative economic impacts of the COVID-19 and public health emergencies.

PLAN

The City of Norwalk allocated **\$1.5 million** to create the **Norwalk Community Recovery Fund Program**.

The goal is to provide critical investments to local nonprofit organizations who offer services that are better provided by the non-profit community while creating clear expectations and improved outcomes for the services rendered. It is important to note that these funds are designed to expand programs or increase the number of individuals served.

PROCESS

Applications were reviewed by the city for completeness and were then sent to a panel review committee comprised of city and independent subject matter experts for evaluation and recommendation to be funded based on a comprehensive scoring rubric. Funds will be distributed to organizations for the sole benefit of Norwalk residents.

The **Community Recovery Fund** was a highly competitive process. The City of Norwalk received far more applications than available for funding, so a denial does not necessarily mean that the proposal was weak. These 23 projects span our community from increasing access to mental health services to food insecurity to housing stability. They reflect both the needs and the commitment to help our citizens with many operating in qualified census tracts (50% of households with incomes below 605 of the Area Median Gross Income (AMGI) or have a poverty rate of 25% or more).

The following allowable expenditure categories:

1.0 PUBLIC HEALTH	2.0 NEGATIVE ECONOMIC IMPACTS	3.0 SERVICES TO DISPROPORTIONATELY IMPACTED COMMUNITIES
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Table of Funded Projects by Expenditure Category

NAME OF ORGANIZATION		PROJECT	CATEGORY	RECOMMEND FUNDING
1	Norwalk ACTS	Norwalk Workforce Development Coalition	Negative Economic Impacts	\$ 70,000.00
2	Norwalk Senior Center, Inc.	Bright Minds	Public Health	\$ 20,000.00
3	Norwalk/Catholic Charities of Fairfield County	Behavioral Health Counseling to the Marginalized, Underserved and Immigrant Community	Public Health	\$ 100,000.00
4	Norwalk Community College Foundation	COVID Emergency Fund for Students	Services To Disproportionately Impacted Communities	\$ 7,000.00
5	Norwalk Community Health Center	Mental Health Psychiatric Services	Public Health	\$ 105,000.00
6	The Housing Collective, Inc. (formerly Supportive Housing Works, Inc.)	Norwalk Housing First Stability Program (NHF-SP)	Services To Disproportionately Impacted Communities	\$ 160,500.00
7	Elder House Inc.	Elder House Inc.	Services To Disproportionately Impacted Communities	\$ 25,000.00
8	Open Door Shelter, Inc.	Financial Opportunity Center/ Open Door Shelter, Inc.	Negative Economic Impacts	\$ 65,000.00
9	Liberation Programs, Inc.	Families in Recovery Program/Liberation Programs, Inc.	Public Health	\$ 70,000.00
10	Positive Directions	Moving On: Support, Skills & Socials for Norwalk Teens after COVID	Public Health	\$ 40,000.00
11	Connecticut Renaissance Inc.	Norwalk Outpatient Behavioral Health Clinic Outreach Clinician	Public Health	\$ 70,000.00
12	Saturday Academy, Inc.	Mother & Daughter Events/Saturday Academy	Services To Disproportionately Impacted Communities	\$ 24,900.00
13	Triangle Community Center, Inc.	NPS Clinical Support/Triangle Community Center, Inc.	Public Health	\$ 70,000.00

14	Horizons at Norwalk Community College	Pre-K Social Emotional Learning/Horizons at Norwalk Community College	Public Health	\$ 20,000.00
15	Norwalk Grassroots Tennis and Education	Summer Partnership Program/Norwalk	Services To Disproportionately Impacted Communities	\$ 70,950.00
16	Person 2 Person	Critical Needs Assistance Program (CNAP)	Services To Disproportionately Impacted Communities	\$ 80,000.00
17	Human Services Council	Dr. Robert Appleby School-Based Health Center	Public Health	\$ 75,000.00
18	Stepping Stones Museum for Children	Camp ELLI	Public Health	\$ 70,000.00
19	Family & Children's Agency	Family & Children's Agency	Public Health	\$ 100,000.00
20	DVCC Norwalk Safe House	Norwalk Safe House	Services To Disproportionately Impacted Communities	\$ 44,846.00
21	Carver Foundation	Career Exploration & Internships for COVID-19 Impacted High School Students	Services To Disproportionately Impacted Communities	\$ 90,472.00
22	Norwalk Housing Authority	Norwalk Housing Authority Learning Centers	Services To Disproportionately Impacted Communities	\$ 50,000.00
23	Mid Fairfield Child Guidance Center, Inc.	Mid Fairfield Child Guidance Center, Inc.	Public Health	\$ 70,000.00

PROJECT	PROJECT SUMMARY
1. Norwalk Workforce Development Coalition	The requested funds are for a position to coordinate and build a Norwalk workforce development infrastructure and strategy to help Norwalkers get back to work. The workforce development coordinator would be working on behalf of the City of Norwalk and supported with additional funding by Norwalk ACTS.
2. Bright Minds	Bright Minds is a behavioral health program for seniors & elderly people struggling with stressors brought on by the pandemic. It is a collaboration of two organizations: the Norwalk Senior Center and the Community Health Center in Norwalk CT.
3. Behavioral Health Counseling to the Marginalized, Underserved and Immigrant Community in Norwalk	This funding will be used to expand existing Behavioral Health program by bringing a second full-time bilingual clinician on-board to meet the demand. The funding will help respond to the mental health needs of the immigrant community in Norwalk that has been significantly adversely affected by the pandemic.
4. COVID Emergency Fund for Students at Norwalk Community College	Funding will be allocated to support NCC food pantry in the student emergency needs center. Students can call a hotline staffed by the college for assistance with technology use of the NCC food pantry; and NCC's counseling and referral services. This program will be for Norwalk residents only.
5. Mental Health Psychiatric Services	Funds will help respond to COVID-19 with the addition of a psychiatric APRN who can provide financially self-sustaining telehealth services to enhance the service delivery system in the City of Norwalk which is critical to the community and to NCHC's continued ability to address local service delivery gaps.
6. Norwalk Housing First Stability Program (NHF-SP)	NHF-SP will have a direct impact in serving vulnerable populations in the Norwalk community, particularly those heavily impacted by the pandemic. By providing expanded resources as necessary to respond to the increased influx of referrals to the FC-CAN, NHF-SP will obviate the housing loss due to COVID created challenges exasperated by the extended duration of the public health crisis.
7. Elder House Inc.	Funding from the American Rescue Plan Act will help stabilize Elder House's operations and allow us to continue our important work in the Norwalk community. Specifically, these funds will help offset the financial burden of providing services to low-income clients in a prescribed reduced capacity.
8. Financial Opportunity Center/ Open Door Shelter, Inc.	Funding will be used to hire a second Employment Specialist to meet the demand for employment services. The goals of this request are to engage community members in workforce development opportunities, and assist with the placement of workers after the completion of courses.
9. Families in Recovery Program/Liberation Programs, Inc.	Norwalk ARPA funds will be used to cover partial salary for Liberation's Families in Recovery Program (FIRP)'s Clinical Supervisor and partial salary for one FIRP Counselor.
10. Moving On: Support, Skills & Socials for Norwalk Teens after COVID/Positive Directions - The Center for Prevention and	ARPA funding will be used to cover cost of the gender-specific support groups and the monthly social/recreational activities for the prevention trainings and SMART groups. The facilitators' time for these will be provided as in-kind donations.

Counseling	
11. Norwalk Outpatient Behavioral Health Clinic Outreach Clinician for Adolescents	CT Renaissance plans to create a full-time outreach clinician position that will focus on adolescent patients who have been negatively impacted by COVID. The clinician will see patients 50% of the time and will conduct community outreach for 50% of the time.
12. Mother & Daughter Events/Saturday Academy	This funding will expand mother and daughter activities involved in yearlong programming to keep mothers and daughters motivated and engaged, cementing their bonds. Facilitated by the Mad Science Company, participants will step into the shoes of an engineer as they build various engineering-themed projects in each session. This program will repair and mitigate the negative effects of COVID-19.
13. NPS Clinical Support	The funds will be used to help the student population recover from the pandemic by assuring that LGBTQ+ students have the resources they need to continue to develop social skills, healthy coping mechanisms, and avoid pitfalls that affect our community at higher rates (drinking, drug use, depressions, etc. Working with NPS allows one full time clinical staff person office hours, once a week during the school day.
14. Pre-K Social Emotional Learning/Horizons at Norwalk Community College	Funding will allow for a Social-Emotional Learning after school component. We have seen first-hand our students struggle with the effects of COVID and believe that the addition of this programming at the Pre-K level will better prepare our students for success in school. Students will engage in age-appropriate social emotional learning after-school sessions which explore conflict resolution, self-regulation, and the building blocks for healthy relationships.
15. Summer Partnership Program/Norwalk	Funding for this summer partnership program will work to address the challenges that COVID-19 both created and exacerbated for the children, youth and families we serve by providing programming at scale for a community most in need – in total serving approximately 120 children and youth.
16. Critical Needs Assistance Program (CNAP), Food Pantry Expansion in Norwalk	This program is intended to increase the number of Norwalk residents by increasing days and hours of distribution; adding points of entry for food assistance; conducting outreach to populations that have been hard to reach; increasing the reach, volume, and efficiency of the Door to Door (D2D) home delivery service, and the expansion of P2P mobile pantry services into Norwalk.
17. Dr. Robert Appleby School-Based Health Center	With the support of funding, the Dr. Robert E. Appleby SBHC program will ensure access to mental health services at the middle school sites and The Welcome Center by providing part time services of a licensed mental health provider (LMHP) and the services of our adolescent psychiatrist/consultant.
18. Camp ELLI	As our community continues to deal with the challenges brought on by the Covid-19 pandemic we recognize that this is not just a public health crisis, but a crisis of education and resources. Building resilience in children and families is necessary to promote equity and support recovery efforts. This includes meeting the basic needs of children, providing emotional and behavioral support, building connections and social capital, and supporting caregiver well-being.
19. Family & Children's Agency	With ARPA funding, FCA will address long-standing need that has been exacerbated by pandemic stress and loss through providing high-quality, no-cost mental health services to low-income Norwalk residents age 5 and older. FCA will hire part-time clinicians with linguistic capacity to deliver therapeutic services in English, Spanish and Haitian-Creole using a mix of in-person and telehealth

20. DVCC Norwalk Safe House	During the COVID-19 crisis, length-of-stays tripled, in part, due to the affordable housing shortage in Fairfield County. This funding will allow us to provide lifesaving shelter and services to domestic violence victims and their children who are fleeing abuse.
21. Career Exploration & Internships for COVID-19 Impacted High School Students	Carver will create partnerships with Norwalk Community College and local employers to help youth learn about and experience careers first-hand through work-based learning and paid internships. Carver students receive engaging, relevant, and age-appropriate programming that connects their academic studies with hands-on, project-based, experiential, and collaborative work, set in the context of real-world challenges.
22. Norwalk Housing Authority Learning Centers	Funding will address the need for expanded programming for the SST Program to counter the impact that the Covid Pandemic has had on underserved youth living in Norwalk's Public Housing. The team has constructed programming that will support children who have the least access to resources so that they can move forward in their education and eventually have the skills to go to college.
23. Mid Fairfield Child Guidance Center, Inc.	Funds will be used to preserve and enhance the delivery of comprehensive mental and behavioral health services to children and families served by our Outpatient Children's Clinic (OPCC). Specifically, funds will be used to 1. Ensure high-quality service delivery, via telehealth and/or in person; 2. Increase clinical capacity by hiring a full-time, licensed clinician to support increased need for our services.

NORWALK SCHOOL BELL TRAFFIC STUDY

FHI Studio Proposal

4/4/2022

Base Plan

This includes intersection turning movement counts at school access points and nearby intersections during school session, and during non-school session (spring break or summer break). Non-school session traffic volumes will be used to establish baseline traffic counts without school traffic. Morning observations of each corridor would also be included to support data collection efforts. This approach would then estimate morning travel patterns for each school throughout each focus corridor (Strawberry Hill and Highland Avenue). Based on the later bell time schedule and the counted traffic volumes at each school, estimated maximum traffic volumes at each intersection based on the "Later Bell Time" schedule will then be constructed with volumes added on the baseline traffic counts. This will be compared to the counts conducted during school session to evaluate maximum traffic volumes at each intersection between the two bell time scenarios. A qualitative summary report comparing volumes at each intersection will be produced with key findings highlighted. No capacity analysis will be conducted in this plan.

The following tasks would be included:

- 1) Counts at school driveways (630A – 9A – 1 day during school session and one day outside school session)
 - a. Strawberry Hill Area
 - i. Norwalk High School – County Street Access
 - ii. Norwalk High School – Strawberry Hill Ave – Access Out & Alrowood Drive
 - iii. Naramake Elementary – Parking Lot Access on King Street
 - iv. Nathan Hale Middle School – Entry on Strawberry Hill Ave
 - b. Highland Avenue Area
 - i. Brien McMahon High School – Highland Ave Access 1
 - ii. Brien McMahon High School – Highland Ave Access 2
 - iii. Brien McMahon High School – Highland Ave Access 3
 - iv. Roton Middle School – Highland Ave Access
 - v. Brookside Elementary – Highland Ave Access
 - vi. Brookside Elementary – Michael Street Access
 - c. Note - Bus traffic at bus driveways to be added and removed based on district schedules
- 2) Counts at nearby intersections (630A – 9A – 1 day during school session and one day outside school session)
 - a. Strawberry Hill Area
 - i. Strawberry / County
 - ii. Strawberry / King
 - iii. Strawberry / Walter

- iv. Strawberry / Tierney
- v. Strawberry / Rte 1
- vi. County / William
- b. Highland Avenue Area
 - i. Highland / Flax
 - ii. Highland / Soundview & Devils Garden Road
 - iii. Highland / Witch
 - iv. Michael / Soundview
 - v. Michael / Flax Hill Road
- 3) Morning Observation of Highland Ave during school session
- 4) Morning Observation of Strawberry Hill during school session
- 5) Establish estimated flow diagrams for each school during peak 15-minute interval
- 6) Establish maximum traffic volumes at each intersection based on "Later Bell Time" schedule
- 7) Deliver summary report with key findings

Option 1: SYNCHRO Analysis - Recommended

Option 1 would include the addition of SYNCHRO analysis for each of the two bell time scenarios provided. This would be based on counted traffic volumes in the current bell time scenario and the estimated traffic volumes in the "Later Bell Time" scenario. The SYNCHRO analysis would provide typical traffic engineering measures including vehicle delay, level of service, and queues at each intersection. This plan would provide confidence on the impact of different volumes under each bell time scenario. For example, the qualitative findings of additional traffic volume at each intersection may not lead to significant traffic impacts if signal timings can handle increased traffic volumes.

The following tasks in option 1 would be included:

- 1) Prepare base data including traffic signal plans and volume data
- 2) Conduct capacity and queue analysis in Synchro 10.0 for 21 intersections for one (1) time period (AM) and two (2) bell-time scenarios
- 3) Summarize capacity and queue analysis tables

Drone Analysis at Strawberry Hill – Not Recommended

After further review, drone analysis is not recommended due to the time required for data collection and the geographic scope of each corridor analysis.

Cost Proposal

	Project Manager	Sr. Engineer	Cost
Base Plan			
Observations	0	12	\$1,800
School Traffic Flow Diagrams	4	16	\$3,300
Estimate "Later Bell Time" Traffic Volumes in Network	4	16	\$3,300
Reporting	8	24	\$5,400
Direct Costs – CT Counts (School Driveways)	0	0	\$3,750
Direct Costs – CT Counts (Nearby Intersections)	0	0	\$4,175
Sub-Total	16	72	\$21,775
Option 1 – Synchro			
Prepare Base Data	0	4	\$600
Capacity and Queue Analysis	8	40	\$7,800
Summarize capacity and queue analysis tables	2	8	\$1,200
Sub-Total	10	52	\$9,600
Total (Base + Opt 1)			\$31,375

Contact

Chris Henry, AICP
 Director of Mobility & Land Use
 FHI Studio
chenry@fhistudio.com

cc: Parker Sorenson
psorenson@fhistudio.com



MEMORANDUM

TO: Sabrina, BS, MPL, AICP – Director of Business Development & Tourism

FROM: James Travers – Director of Transportation, Mobility and Parking

CC: Garrett Bolella, P.E., PTOE – Assistant Director, TMP

REF: Economic and Community Development Committee Agenda Item – Solicitation 4186 TMP On-Call Engineering Services

DATE: April 29, 2022

On April 14, 2022 Transportation, Mobility and Parking's solicitation for On-Call Engineering Services (4186 TMP) closed. There were a total of five (5) proposals submitted. The solicitation review committee chose to interview all five (5) respondents on April 26, 2022. Based on the firms proposals, interviews and overall qualifications the committee recommends the City award the On-Call Engineering services contract to Fuss & O'Neill, Inc., Vanasse Hangen Brustlin, Inc. and WSP USA Inc. for the amounts specified below. By way of this memo, TMP is recommending that the following items are added to the May 5, 2022 Economic and Community Development Committee Agenda.

- a. Authorize the Mayor, Harry W. Rilling to execute an on-call contract with Fuss & O'Neill, Inc. for an amount not to exceed \$300,000.00.

Account No. 0921 4120 5777 C0232
0917 4021 5777 C0562
0918 4021 5777 C0562
0919 4021 5777 C0562
0921 4120 5777 C0562
0922 4120 5777 C0581
0918 4021 5777 C0598
0920 4120 5777 C0598
0921 4120 5777 C0598
0918 4021 5777 C0599
0921 4120 5777 C0648
0920 4120 5777 C0649
0921 4120 5777 C0649
0922 4120 5777 C0649
0922 3750 5777 C0774
0921 3750 5777 C0775
0922 3750 5777 C0777
0921 4095 5777 C0782
0921 4095 5777 C0783
133710-5796-AEC01
133710-5796-AEC02

133710-5796-AEC03
133710-5796-AEC18
133710-5796-AEC22

- b. Authorize the Mayor, Harry W. Rilling to execute an on-call contract with Vanasse Hangen Brustlin, Inc. for an amount not to exceed \$400,000.00.

Account No. 0921 4120 5777 C0232
0917 4021 5777 C0562
0918 4021 5777 C0562
0919 4021 5777 C0562
0921 4120 5777 C0562
0922 4120 5777 C0581
0918 4021 5777 C0598
0920 4120 5777 C0598
0921 4120 5777 C0598
0918 4021 5777 C0599
0921 4120 5777 C0648
0920 4120 5777 C0649
0921 4120 5777 C0649
0922 4120 5777 C0649
0922 3750 5777 C0774
0921 3750 5777 C0775
0922 3750 5777 C0777
0921 4095 5777 C0782
0921 4095 5777 C0783
133710-5796-AEC01
133710-5796-AEC02
133710-5796-AEC03
133710-5796-AEC18
133710-5796-AEC22

- c. Authorize the Mayor, Harry W. Rilling to execute an on-call contract with WSP USA Inc. for an amount not to exceed \$300,000.00.

Account No. 0921 4120 5777 C0232
0917 4021 5777 C0562
0918 4021 5777 C0562
0919 4021 5777 C0562
0921 4120 5777 C0562
0922 4120 5777 C0581
0918 4021 5777 C0598
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133710-5796-AEC01
133710-5796-AEC02
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133710-5796-AEC18
133710-5796-AEC22



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April 28, 2022

To: Members of the Common Council, Economic & Community Development Committee
From: Brian Bidolli, AICP, Executive Director, Norwalk Redevelopment Agency

Subject: 15-17 Chestnut Street – Land Disposition Agreement

Purpose

The purpose of this memorandum is to summarize and describe the proposed redevelopment of 15-17 Chestnut Street in the South Norwalk Transit-Oriented Development Redevelopment Plan area. As further described below, the project involves a private developer assembling multiple privately owned parcels at the intersection of Chestnut and Henry Street, and 46,107 square-feet (60 parking spaces) of the municipally owned parking lot located at 30 Monroe Street. Since this public/ private partnership would involve the sale of city-owned land, a draft term sheet (Attachment A) and license agreement (Attachment B) has been developed for consideration of the Common Council prior to the negotiation and development of a full Land Disposition Agreement (LDA).

Project Summary

Spinnaker Real Estate Partners d/b/a, SONO TOD II LLC, is proposing a 202-unit mixed-use project at 15-17 Chestnut Street in South Norwalk. As the adjacent property owner to city-owned properties at the South Norwalk Train Station, the proposed project would maximize the use and value of a portion of city-owned land currently improved as a surface parking lot.

To enable this development project, the Norwalk Redevelopment Agency and City of Norwalk staff propose the sale of a portion of the city-owned parking lot to the developer for its current fair market appraised value of \$4,600,000 (Attachment C). Given the high cost of structured parking (~\$35,000 per space) the city will credit \$1,050,000 of the sale proceed towards the replacement of 60 off-street parking spaces within the planned development project's structured garage. This value was negotiated with the developer based on an estimation of the total cost of replacing the public parking less the expected future parking revenue which will be retained by the developer.

This public/ private partnership is further supported by a \$6 million Communities Challenge Grant from the State of Connecticut Department of Community and Economic Development (DECD). This grant will support development of public infrastructure throughout the project area including ROW and green infrastructure improvements along Chestnut, Monroe, Henry St, and Martin Luther King Blvd. One million dollars of the secured grant funding, as made possible by this project, will be allocated for the rehabilitation of existing affordable housing in the project neighborhood. The developer further proposes a public plaza across from the train station building's entrance, a green public pedestrian way from Chestnut Street to the plaza, and a rooftop open space for the building's residents. The conceptual design for the planned building envisions townhouse-style units and entries along Henry Street, retail storefronts across from the train station, a residential amenity and entry space on Chestnut Street. (Attachment D).

NORWALK REDEVELOPMENT

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Development Program

Understanding due diligence, final design, DECD and LDA negotiations may affect the overall development program, the proposed project is currently structured as follows:

Item	Spinnaker (estimated)
Building Class	Multi-Family
Number of units	~ 202
Avg. unit size	~ 850 sqft.
Avg. market rent	~ \$2,100
Total Parking Spaces	~ 289
Total Structured Spaces	~ 272 (60 Commuter Parking)
Land Acquisition	~ \$4,600,000
Debt/ Equity	~ 70 / 30
Estimated Project Cost	~ \$53,750,000
\$/ Unit	~ \$300,000
Current Annual Tax	\$22,734
Proj. Incremental Annual Tax Value (year 8*)	\$878,761
10-year Inc. Tax Revenue**	\$5,757,415
10-year Total Land + Inc. Tax Proceeds**	\$10,357,415
Available Grant Funding	\$6,000,000
Total Economic Benefit**	\$16,357,415

* Total amount to be phased in per current Enterprise Zone.

**Estimates for planning and discussion purposes only. Actual values may be affected by final project design, and other market factors such as changes in mill rate, assessed value, etc.

Considerations & Risk Mitigation

The sale of the subject site will be transacted through an LDA. Over the coming months, economic development and legal staff will work with the developer to draft a full agreement for further consideration. Additional detail will be given to the form and structure of the overall deal and requisite performance provisions and guarantees to ensure project delivery and mitigate risk. Key considerations in this regard are included in the accompanying term sheet (Attachment A).

Action

AUTHORIZE THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH SONO TOD II, LLC, OVER A 46,107 SQ. FT. PORTION OF 30 MONROE STREET FOR PURPOSES OF DUE DILIGENCE INVESTIGATION CONCERNING SAID REALTY, AND ALL OTHER AGREEMENTS



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AND DOCUMENTS NECESSARY AND INCIDENTAL TO THE PURPOSE FOR WHICH SAID LICENSE AGREEMENT IS GRANTED.

AUTHORIZE CITY AND REDEVELOPMENT AGENCY STAFF TO COMMENCE NEGOTIATIONS OF A LAND DISPOSITION AND DEVELOPMENT AGREEMENT WITH SONO TOD II, LLC ("DEVELOPER") CONCERNING THE CONVEYANCE OF A 46,107 SQ. FT. PORTION OF 30 MONROE STREET ("CITY PARCEL") FROM THE CITY TO THE DEVELOPER, THE DEVELOPMENT OF A CERTAIN SITE BEING THE CITY PARCEL COMBINED WITH CERTAIN PARCELS IDENTIFIED IN THE NORWALK TAX ASSESSORS LAND RECORDS AS M/B/L 2/55/6, 2/55/7 AND 2/55/22 OWNED BY THE DEVELOPER, AND TO PROCEED ON THE BASIS OF THE KEY TERMS PRESENTED IN THE SONO TOD II LDA TERM SHEET.

ATTACHMENTS

ATTACHMENT A - LDA Term Sheet, Schedules and Exhibits

ATTACHMENT B - License Agreement

ATTACHMENT C - Property Appraisal

ATTACHMENT D - Design Files

ATTACHMENT A

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LDA Term Sheet, Schedules and Exhibits

<u>Section A: Definitions</u>	Except as otherwise defined herein, the capitalized terms in this Term Sheet shall be defined as follows: <u>“City”</u> means City of Norwalk; <u>“City Parcel”</u> shall mean the real property identified in the survey map entitled Compilation Plan 30 Monroe Street, dated February 5, 2019, prepared by William W. Seymour & Associates, P.C., a copy of which is attached hereto as <u>Schedule 1</u>, consisting of approximately 46,107± sq. ft. representing a portion of 30 Monroe Street, Norwalk, CT identified in the Norwalk Tax Assessor Records at M/B/L 2/55/28; <u>“Developer”</u> means Sono TOD II, LLC; <u>“Developer Parcels”</u> shall mean the parcels owned by the Developer and identified in the Norwalk Tax Assessors Land Records as M/B/L 2/55/6, 2/55/7 and 2/55/22 which shall be consolidated into one tax parcel prior to entry into the LDA; <u>“LDA”</u> shall mean Land Disposition and Development Agreement; <u>“Key Terms”</u> shall mean all the Key Terms set forth in this Term Sheet; <u>“Parties”</u> shall mean the City and the Developer; <u>“RDA”</u> shall mean the Norwalk Redevelopment Agency; and <u>“Site”</u> shall mean the City Parcel and Developer Parcels.
<u>Section B: LDA</u>	<u>Negotiation of LDA.</u> City staff is authorized to commence negotiating an LDA for the conveyance of the City Parcel, development of the Site, and replacement of displaced commuter parking on the Site subject to the Key Terms contained herein, with said LDA being an encumbrance upon and running with the land, binding upon the Developer, its heirs, successors and assigns. Developer shall be obligated to subordinate all prior in right encumbrances on the Site to the City’s rights under the LDA pursuant to a subordination agreement, in form and substance negotiated by the Parties and annexed as a Schedule to the LDA. <u>Key Term 1 – City Costs.</u> City shall be entitled to reimbursement for the following costs incurred by the City and/or RDA at the time of Closing or sooner termination of the LDA (collectively referred to herein as the “City Costs”): Reasonable Costs incurred for outside legal counsel in this matter through Common Council approval of the LDA, plus costs incurred for professional consultants (e.g., - LEP, Appraiser, etc. . .) in evaluating the environmental and geotechnical conditions existing on the City Parcel and updating the appraisals relative to those concerns, plus the cost of the City’s Business Agent which shall be the Executive Director of the Norwalk Redevelopment Agency (collectively, not to exceed \$150,000.00).
<u>Section C: Project Profile, Phasing</u>	<u>Key Term 1 - Development, Generally:</u> Except as otherwise provided herein, the Developer shall propose and construct in

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	phases, at their sole cost and expense, a mixed-use development of the Site consisting of 5,000-15,000± sq. ft. of commercial space, 150,000-200,000 ± sq. ft. of gross residential space for 150-200 residential units, and structured parking with 210-260 total standard sized parking spaces (parking dimensions in accordance with Sono Station Design District Zoning Regulations), sixty (60) of which shall be dedicated for the public commuter parking as set forth in Section G (the "Project"). The Project may be constructed in two phases, pursuant to two separate site plan approvals which shall be submitted for approval contemporaneously: "Phase 1" shall include 0-5,000± sq. ft. of commercial space, 75,000-110,000± sq. ft. of gross residential space for 75-110 residential units, and structured parking as required by the Zoning Regulations plus the sixty (60) parking spaces dedicated for the public commuter parking as set forth in Section G, the location and structures of the Phase 1 improvements are depicted in the conceptual plans attached hereto as <u>Schedule 2</u>. "Phase 2" shall include 5,000-10,000± sq. ft. of commercial space, 75,000-90,000± sq. ft. of gross residential space for 75-90 residential units, and structured parking as required by the Zoning Regulations, the location and structures of the Phase 2 improvements are depicted in the conceptual plans attached as <u>Schedule 2</u>. <u>Key Term 2 – Design.</u> The Developer shall provide conceptual site plans, floor plans and renderings for the Project to be included with the request for approval of the LDA by the Common Council prior to execution of the LDA. <u>Key Term 3- City Easements.</u> Prior to the commencement of construction of the Phase 1 improvements, the City shall grant to Developer such easements affecting the City Parcel which are reasonably required in order to construct and operate and obtain a certificate of occupancy for the Phase 1 improvements and/or are required by the Land Use Approvals for Phase 1 (collectively, the "City Easements"). The anticipated location of the City Easements is depicted in the proposed easement map attached as <u>Schedule 3</u>. Per Section K below. If constructed in two separate phases, the Developer shall pay \$1,300,000.00 for the City Easements upon the granting of the same, (the "Easement Value") and shall simultaneously be reimbursed for the City Costs (described within Section B) incurred through the Parties' execution of the LDA.
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<u>Section D. Land Use and Other Approval, Timeline, Building Permit.</u>	<u>Key Term 1 – Land Use Approvals.</u> The Developer shall submit site plan applications necessary to obtain the respective land use approvals which are required to develop the Site in phases consistent with the Project description set forth in Section C above. (“Land Use Approvals”) within 90 days of execution and delivery of the LDA, unless an extension thereto is necessary due to a delay which is beyond Developer’s reasonable control or is otherwise approved by the City, such approval not to be reasonably withheld, conditioned, delayed or denied, provided that, the Developer is diligently pursuing said Land Use Approvals. Notwithstanding the foregoing, in the event that the Land Use Approvals have not been obtained by the Developer within 270 days of LDA execution, as the same may be extended for up to an additional 270 days in the event of an appeal which is being defended by Developer or Sono TOD II or as a result of a delay in the City’s review process which is beyond Developer’s or Sono TOD’s reasonable control (the “Outside Date for Approvals”), either Party shall have the right to terminate the LDA or further extend the approval period upon agreement by the Parties, in which case the Outside Date for Approvals shall be accordingly extended. Developer shall further have the right to terminate the LDA prior to expiration of the appeal period for Land Use Approvals for the Project in the event that: (i) either or both of the Land Use Approvals are denied, whether in whole or in part, or conditioned in a manner unacceptable to Developer. In addition, any Party shall have the right to terminate the LDA, within thirty (30) days after the expiration of the appeal period for the Land Use Approvals if the number of residential units approved are materially less than the minimum number provided in Section C. For purpose of clarity, Land Use Approvals shall not affect the Purchase Price of the City Parcel. <u>Key Term 2 – Building Permits.</u> The Developer shall obtain all necessary Building Permits for the construction of Phase 1 of the Project within 270 days after the date upon which Developer has received all necessary Land Use Approvals and any appeal period has expired without any appeal or any appeal has been successful defended such that the Land Use Approvals remain in effect, unless an extension thereto is approved by the City, such approval not to be reasonably withheld, conditioned, delayed or denied, provided that, the Developer is diligently pursuing such Building Permits. The Developer shall obtain all necessary Building Permits for the
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	construction of Phase 2 of the Project in accordance with the Land Use Approvals within thirty (30) days after the later of (i) receipt of certificate of occupancy for Phase 1 of the Project and (ii) the Closing.. <u>Key Term 4 – Cost of Approvals and Permits.</u> For purposes of clarity only, the Developer shall be responsible for applying for and making good faith efforts to obtaining all necessary Land Use Approvals and Building Permits at its sole cost and expense, the City's sole obligation in connection therewith being to cooperate.
<u>Section E. Construction Phasing, Timeline</u>	<u>Key Term 1: Construction Timeline.</u> Construction shall be performed in two phases such that public parking reasonably equivalent to the Permanent Public Parking set forth in Section G may be actively used by commuters within the portion of the structured parking located within Phase 1 until a Certificate of Occupancy has been issued for the Project. Phase 1 of the Project shall be completed and a certificate of occupancy issued therefor within 18 months of the Building Permit, unless an extension thereto is approved by the City, such extension not to be unreasonably withheld, conditioned, delayed or denied provided that such date shall be extended for a reasonable period in the event of a casualty, the implementation of government requirements that construction cease or other matter beyond Developer's reasonable control. Notwithstanding the foregoing, in no event shall the total time for the Developer to complete Phase 1 of the Project exceed 24 months provided that such date shall be extended for a reasonable period in the event of a casualty, the implementation of government requirements that require construction to cease or other matter beyond Developer's reasonable control. Notwithstanding any timeframes cited herein, the City shall have the right to terminate the LDA if the Developer has not completed Phase 1 of the Project after six (6) months from the timeframes cited within this section. Phase 2 of the Project shall be completed and a certificate of occupancy issued for the Project within 19 months of issuance of certificate of occupancy for Phase 1, unless an extension thereto is approved by the City, such extension not to be unreasonably withheld, conditioned, delayed or denied. Notwithstanding the foregoing, in no event shall the total time for the Developer to complete the Project exceed 24 months, provided that such date shall be automatically extended for a reasonable period in the event of a

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	casualty, the implementation of government requirements that require construction to cease or other matter beyond Developer's reasonable control. Notwithstanding any timeframes cited herein, the the Developer shall complete the Project after six (6) months from the timeframes cited within this section.¹ <u>Key Term 2 – Environmental Remediation.</u> If the Developer elects to proceed to Closing after the expiration of all applicable due diligence periods and provided that the condition of the City Parcel remains the reasonably the same at Closing as it was during such inspections, the Developer shall be responsible for all environmental remediation required by applicable law on the Site at its sole cost and expense.
<u>Section F: Conveyance of City Parcel, Purchase Price</u>	<u>Key Term 1 – Conveyance of City Parcel.</u> Provided the (i) (a) Developer is not in default under the LDA, (b) the LDA has not been terminated by either Party, (c) the construction financing to complete Phase 2 of the Project is in place, (d) all necessary Land Use Approvals under the LDA have been granted and all appeal periods have expired or such appeals have been successfully defended, and (e) the Developer has obtained all necessary approvals to enable Developer to obtain the Building Permits for Phase 2 of the Project upon payment of the applicable fee; and (ii) subject to the public parking obligations set forth in Section G, the City shall convey the City Parcel to Developer on the Closing Date for the Purchase Price less the Easement Value, subject to the LDA. <u>Key Term 2 – Closing Date.</u> Within 30 days of issuance of Certificate of Occupancy on Phase 1 of the Project. <u>Key Term 3 – Purchase Price of the City Parcel.</u> The City Parcel was appraised for \$4,600,000 by Baldwin Pearson & Company, Inc. on April 13, 2021. Said appraisal shall be updated to be brought current (within 4 months of Common Council approval of a fully negotiated LDA) and take into account the environmental and geotechnical conditions existing on the City Parcel relative to the Site and the Project as a whole. The total Purchase Price shall be the updated appraised value.

¹ Notwithstanding the foregoing, the Developer may take ownership of the City Parcel in an affiliated entity and shall have the right to elect to develop the contemplated improvements on the Site simultaneously as distinguished from in Phases, provided the replacement parking shall be provided during construction.

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	<u>Key Term 4 – City Costs.</u> In accordance with Section B, City shall be entitled to reimbursement for the City Costs at the time of Closing.
<u>Section G: Public Parking Covenant, Purchase Price</u>	<u>Key Term 1 – Commuter Parking.</u> Permanent Public Parking within top parking level of the constructed structured parking of the Project shall be dedicated for use by commuters utilizing the South Norwalk Train Station on such terms and conditions as offered by the Norwalk Parking Authority (e.g., - hours of operation, price, etc. . .) pursuant to an agreement, the form and substance of which is to be negotiated by the Parties and annexed as a Schedule to the LDA, and which shall be an encumbrance upon and running with the land, binding upon the Developer, its heirs, successors and assigns (the “Parking Agreement”). Developer shall be obligated to subordinate all prior in right encumbrances on the Site to the City’s rights in the Parking Agreement. A rendering of the location and structure in which the Permanent Public Parking will be located is set forth in <u>Schedule 2</u> hereto. This right shall vest at Closing and upon delivery of the Permanent Public Parking all rights to the Temporary Parking on Phase 1 of the Project shall cease. <u>Key Term 2 - Temporary Parking:</u> Notwithstanding Section G, Key Term 1, the Developer shall provide functionally equivalent public parking within Phase 1 of the Project during construction of Phase 2 of the Project. <u>Key Term 3 – Purchase Price of Permanent Public Parking.</u> The cost of the Permanent Public Parking to be located within the structured parking within the Project is agreed upon by the Parties (the “Parking Credit”), and Developer shall be provided with a credit against the Purchase Price in such amount at Closing provided that the Developer shall provide a personal guarantee guaranteeing construction of the Project to the City together with a bond in the amount of the Parking Credit. The form and substance of which is to be negotiated by the Parties and annexed as a Schedule to the LDA, with said guarantee and bond to be released upon issuance of the Certificate of Occupancy on Phase 2 of the Project.
<u>Section H: Developer Due Diligence</u>	<u>Key Term 1 – Due Diligence:</u> The City shall grant the Developer a license over the City Parcel to conduct its environmental, geotechnical and surveying due diligence. All Developer’s due diligence shall be completed in advance of submission of an LDA for Common Council approval. The City shall be entitled to copies of all third party reports and other property information concerning the City Parcel obtained by the Developer on conducting the

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	aforementioned environmental, geotechnical and surveying due diligence together with copies of all similar third party reports and information concerning the City Parcel.
<u>Section I: City Due Diligence, Security</u>	<u>Key Term 1 - Due Diligence:</u> The Developer shall be required to provide a personal guarantee guaranteeing construction of Phase 2 by an adequately capitalized and acceptable third-party guarantor pursuant to an guarantee agreement the form and substance of which is to be negotiated by the Parties and annexed as a Schedule to the LDA.
<u>Section J. Assignment</u>	The LDA shall not be assignable by any Party before the issuance of a Certificate of Occupancy for the Project. Notwithstanding the foregoing, the Developer may collaterally assign the LDA for purposing of obtaining construction financing on each phase of the Project upon approval of the City, such approval not to be unreasonably withheld, conditioned, delayed or denied.
<u>Section K. Easements, Encroachment Permits.</u>	<u>Key Term 1 – Access, Construction and Permanent Easements.</u> The City shall convey a temporary access and construction easement as well as the City Easements, the terms and conditions of which shall be negotiated between the Parties and attached as a Schedule to the LDA. The value of the City Easements shall be included in the updated and current appraisal set forth in Section F, Key Term 3 and shall be paid for upon delivery of the City Easements . The City shall be entitled to the value of said City Easements irrespective of Closing it being understood that the purpose of said City Easements is to provide for the construction of Phase 1 of the Project. Notwithstanding the foregoing, the value of the City Easements shall be deducted from the Purchase Price for the City Parcel which is due at Closing. <u>Key Term 2 – ROW Encroachment Permits.</u> For purposes of clarity only, the Developer shall be required to apply for any obtain all necessary permits to the extent the Project requires construction activity in the City’s Right of Way as required by City Ordinance.
<u>Section L. Common Council Approval</u>	This approval of Term Sheet in not intended to bind the City. The sole purposes of approval of this Term Sheet is to provide a framework for City staff to negotiate an LDA on terms which the Common Council may consider at a later date.
<u>Section M. DECD Grant</u>	In connection with the DECD Grant, the Developer shall satisfy any requirements that the DECD shall cooperate with the City to satisfy the requirements that the DECD shall reasonable require including

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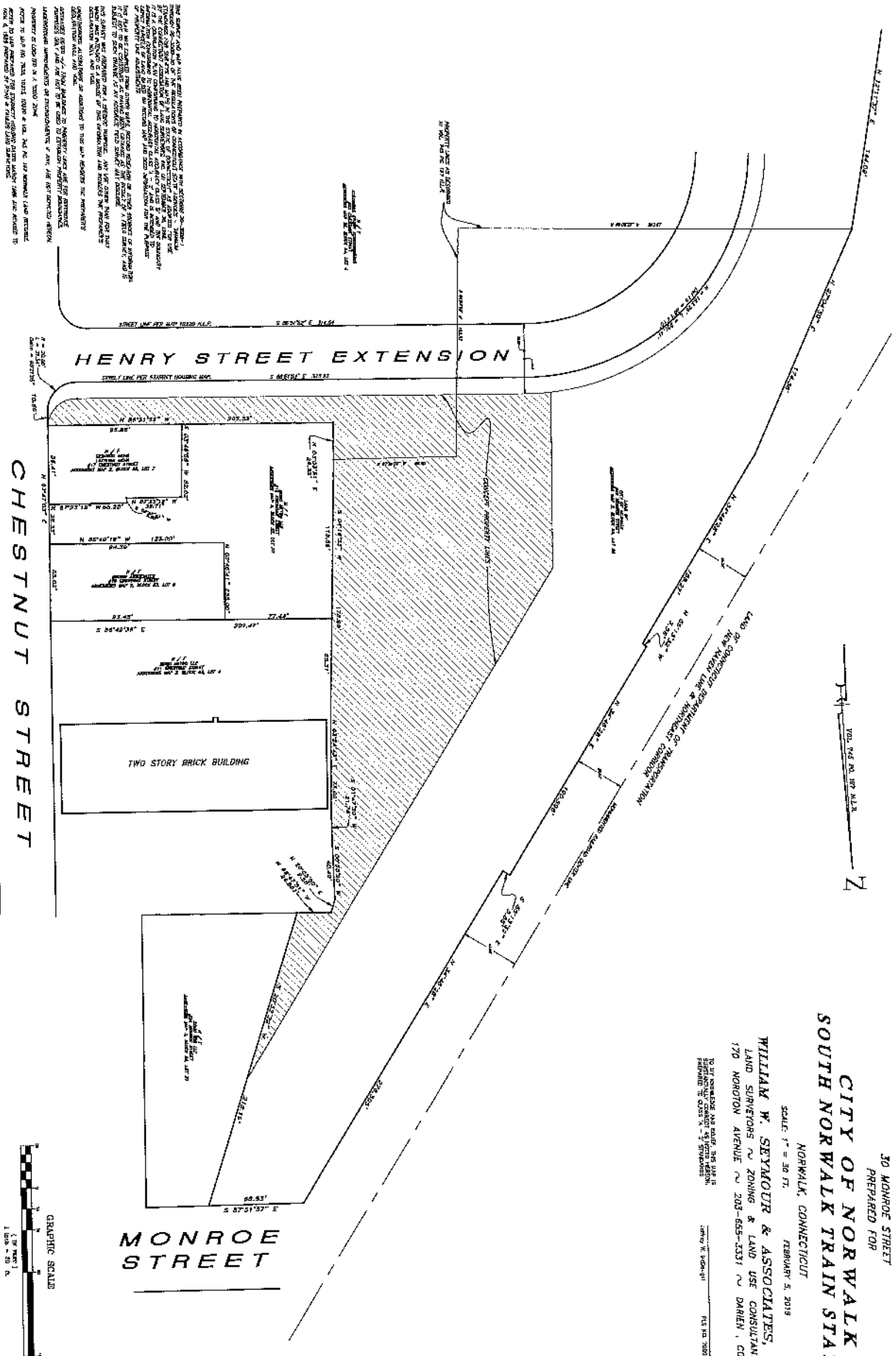
30 Monroe Street Land Disposition and Development Agreement

	the possibility of entering into a Pass-Through Agreement in form and substance satisfactory to DECD and the City and the Developer whereby Developer agrees to be bound to the City by the applicable terms and conditions of the DECD Grant.
<u>Section N. Security on DECD Grant</u>	The Parties agree that the Developer shall secure the Purchase Price in the form of a personal guarantee.

COMPILATION PLAN
30 MONROE STREET
PREPARED FOR

FEBRUARY 5, 2019

WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS & ZONING & LAND USE CONSULTANTS
203 MORRISON AVENUE ~ 203-655-3331 ~ DARTMOUTH, CONN. 06024



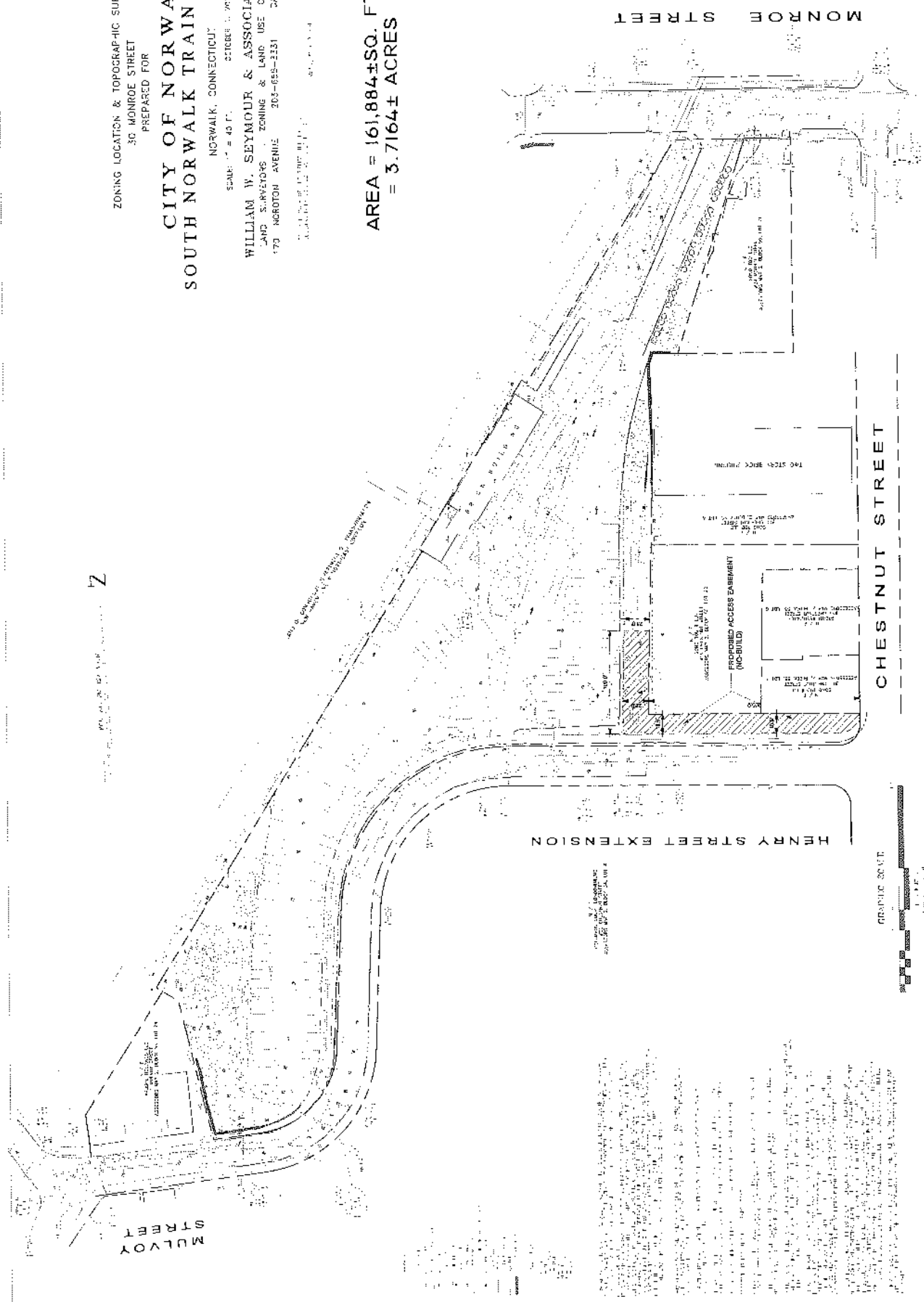
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ZONING LOCATION & TOPOGRAPHIC SURVEY
30 MONROE STREET
PREPARED FOR
CITY OF NORWALK
SOUTH NORWALK TRAIN STATION
NORWALK, CONNECTICUT

SCALE: 1" = 40 FT. SITE NO. 1714
WILLIAM W. SEYMOUR & ASSOCIATES, P.C.
LAND SURVEYORS, ZONING & LAND USE CONSULTANTS
173 NORWICH AVENUE 203-655-2331 NORWALK, CONN.

DATE: 11/11/14

AREA = 161,884±SQ. FT.
= 3.7164± ACRES



ATTACHMENT B

-

License Agreement

LICENSE AGREEMENT

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

This Agreement is entered into on this ____ day of _____, 2022 (the “Effective Date”), by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, acting by Harry W. Rilling, its Mayor, (hereinafter, the “Licensor”), for good and valuable consideration received to its full satisfaction of **SONO TOD II LLC**, a Connecticut corporation licensed to do business in the State of Connecticut, with a business address of 1 North Water Street, Suite 100, Norwalk, Connecticut, acting herein by Matthew Edvardsen, its Manager, duly authorized (hereinafter, the “Licensee”).

WHEREAS, the Licensee is investigating the potential purchase of Licensor owned land consisting of approximately 46,107 square feet representing a portion of 30 Monroe Street, Norwalk, Connecticut, bounded and described in the certain survey map entitled “_____” prepared by _____ dated _____ attached hereto as Exhibit 1 (hereinafter, the “Property”); and

WHEREAS, the Licensee desires limited access to the Property to perform its due diligence associated with its potential purchase of the Property including without limitation: environmental tests and studies, title reports, and associated surveying to determine all physical and legal aspects of the Property; and

WHEREAS, the above-described due diligence is collectively referred to as the (“Work”); and

NOW, THEREFORE, the Licensor has agreed to permit the Licensee limited access to the Property described above in order to perform the Work pursuant to the terms and conditions set forth herein.

GRANT OF TEMPORARY LICENSE

1. Licensors hereby grants permission to the Licensee, its agents, employees, contractors and subcontractors identified above, to enter at agreed upon dates and times, onto the Property for the sole purpose of conducting the Work and related activities described in Exhibit 2. The Licensee is responsible, at all times, to control and protect those coming onto the Property during its use against any and all harm and other dangers that may arise from its activities hereunder, including, but not limited to, the Work.

2. The permission hereby granted shall be effective from the Effective Date and shall continue throughout the conduct and final completion of the Work. However, in no event will the permission and license hereby granted continue beyond six (6) months from the Effective Date, unless otherwise agreed upon by the parties pursuant to a written amendment of this License Agreement.

Notwithstanding the above, Licensors may at any time, for any or no reason, terminate this license and the rights and privileges hereby granted by providing fifteen (15) days prior written notice to the Licensee. In the event of such termination, Licensee shall cease its operations hereunder, remove all of its equipment and other property, and restore the Property as required by the Licensors by the date specified in such notice.

3. The parties understand and agree that the Work will be performed by the Licensee or subcontractor's identified in Exhibit 2 or subsequently approved in writing by Licensors and the Licensee hereby represents that it or its subcontractor, as applicable, are duly authorized and licensed to perform such Work within the State of Connecticut. All Work performed by the Licensee or its subcontractors pursuant to this License shall be in accordance with generally prevailing standards of professional due care all applicable to the Work performed; and shall be

performed in such a way as to minimize any resulting interference with the Licensor's use of the Property and any potential disturbance of or to the Property.

INSURANCE AND BONDING REQUIREMENTS

Except as otherwise set forth below, Licensee shall provide at its sole cost and expense the applicable types and amounts of insurance coverage set forth in Exhibit 3 hereto together with a surety bond conforming to the applicable requirements of Section 96-7 of The Code of the City of Norwalk to the fullest extent possible. The required insurance coverage shall be evidenced by a certificate of insurance provided to the Licensor's Corporation Counsel prior to Licensee's entrance on the Property. Such bond and a current certificate evidencing insurance coverage shall be subject to approval by the Licensor's Risk Manager.

It is understood and agreed that the Environmental and Errors and Omissions/Professional Liability coverages set forth in the Insurance Rider as well as the Surety Bond obligation set forth above are required to the extent the Work involves environmental activities, for example soil boring, installation of monitoring wells, etc. . . , and as such, to the extent that said Work is performed solely by a subcontractor of the Licensee, said coverage and bonding requirement may be satisfied by the Licensee's subcontractor maintaining applicable coverage and bond in lieu of the Licensor, provided that, the subcontractor has agreed to be bound to the City on the same terms and conditions as the Licensee is bound to the Licensor under this Agreement.

GENERAL TERMS

This Agreement and the permission granted hereunder is subject to the following covenants and conditions:

1. Coordination. The Licensee shall coordinate its activities with the Licensor so as to minimize, to the fullest extent reasonably possible and practicable, any resulting interference with

the ongoing use and operation of the Property by Licensor. The Licensee will provide to Licensor's Department of Public Works, reasonable prior written notice describing the Scope of its proposed Work and schedule for the same, as well as such other information required by Licensor. Licensee shall comply with all written directions from Licensor's Department of Public Works.

2. Permits. Licensee shall be responsible for obtaining all permits, licenses and approvals as may be required from any governmental entity in connection with its performance of the Work. However, no further permission in addition to that granted hereunder, shall be needed from the Licensor for the Work described herein or the performance of any required restoration of the Property.

3. Restoration. Licensee is responsible for promptly and completely restoring the Property upon completion of the Work, as closely as possible to its condition as existed immediately prior to Licensee's entrance thereon. The scope of such restoration will be subject to the reasonable approval of the Licensor, acting by its Director of Public Works.

4. Test Results. Upon the completion of the Work, Licensee will provide Licensor with copies of third party written documentation confirming all test results, analyses and recommendations, if any, concerning the Property and resulting from the Work.

5. Indemnification. Licensee hereby agrees to indemnify, defend and hold Licensor, its agents, officers and employees, harmless from and against any and all injuries, claims, damages, liabilities, costs, losses and expenses, including reasonable attorney's fees, arising out of, caused by or resulting from Licensee's activities in connection with the Property, including, but not limited to, any entrance on the Property by Licensee, its contractors, agents or employees. This indemnity

shall not be limited by any insurance coverage provided, or any term or condition of this Agreement and shall survive the expiration or earlier termination of this Agreement.

6. Release. Licensee releases the Licensor from any and all claims that it may have arising from its use of the Property pursuant to this Agreement or its performance of the activities hereunder including the Work.

7. Choice of Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut. Any action hereunder shall be brought in the Judicial District of Stamford/Norwalk.

8. Non-Assignability. This Agreement and the privileges granted hereunder are not assignable or transferable in any way or to any extent at any time. Any transfer or assignment in violation of this prohibition shall be void and shall give rise to an automatic termination of this right granted.

9. Licensee expressly acknowledges that it does not and shall not at any time claim any interest or estate of any kind or extent whatsoever in the Property by virtue of the permission granted under this Agreement.

10. Notices. Any notice provided under or pursuant to this License shall be in writing and sent by certified or registered mail to the addresses of the parties set forth below.

For the Licensor: Chief of Operations and Director of Public Works
City of Norwalk
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

With a copy to: Corporation Counsel
City of Norwalk
125 East Avenue, P.O. Box 5125
Norwalk, CT 06851

For the Licensee: Staci H. Bachman
EVP Legal Affairs and General Counsel

Spinnaker Real Estate Partners LLC
1 North Water Street; Suite 100
Norwalk, CT 06854

11. Confidentiality: The Licensee hereby agrees that, unless otherwise required by law or by subsequent agreement of the Parties, not to be unreasonably withheld in connection with the potential development of the Property and the Work (i.e., investors, lenders, employees, consultants, attorneys, insurers, and contractors or sub-contractors), it shall maintain the confidentiality of all information and documentation produced or created as a result of the testing performed hereunder, including, specifically, all information concerning the condition of the Property. Additionally, Licensee shall provide Licensors with copies of all such third party information and documentation related to the Property and shall release the same only with the specific, prior written authorization of the Licensors not to be unreasonably withheld conditioned or delayed or as required by law.

12. Representations. In consideration for the above granted license and the permission hereinbefore described to the said Licensee, the Licensee hereby represents to the Licensors as follows:

- A. That it is a legally existing entity under the laws of the State of Connecticut;
- B. That it has, and has exercised, the required power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and
- C. That this Agreement is duly executed and delivered by an authorized manager or officer, in accordance with such manager or officer's powers and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

[SIGNATURE PAGE ON NEXT PAGE]

Signed, Sealed and Delivered
in the Presence of:

Witness

Witness

Signed, Sealed and Delivered
in the Presence of:

Witness

Witness

SONO TOD II LLC

By: _____
Clayton H. Fowler
Its Manager
Duly Authorized

Date Signed: _____

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: _____

EXHIBIT 3

Insurance Rider

The Licensee shall provide and maintain insurance coverage related to its Work in compliance with the following requirements as the same may be modified by the City's Risk Manager.

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.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Licensee; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: To the extent Licensee has employees, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Licensee 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 Licensee 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 Licensee 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.

For License Agreements involving environmental activities, for example soil boring, installation of monitoring wells, etc. . . the Licensee is required to provide the following additional coverage:

1. **Environmental Liability:** Licensee shall provide environmental and remediation insurance in the amount of Five Million Dollars (\$5,000,000) per claim limit and Five Million Dollar (\$5,000,000) aggregate limit per occurrence. The policy shall be written on

a follow form coverage wording to its underlying Schedule of insurance.

2. **Errors and Omissions/Professional Liability:** With respect to any damage caused by a negligent act, error, or omission of the Licensee, the Licensee shall carry minimum Five Million Dollars (\$5,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Licensee's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate. **"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 Work for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Licensee shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Work 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, Licensee 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 Work.

Acceptability of Insurers: The Licensee'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 Licensor. Additionally, all carriers are subject to approval by the Licensor.

Subcontractors: The Licensee 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 Licensor. It is agreed that the Licensee shall notify the Licensor 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 Licensee agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Licensee.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Licensor. All deductibles or self-insured retentions are the sole responsibility of the Licensee 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, cancelled, or reduced 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 Licensor. Notwithstanding this requirement, the Licensee is primarily responsible for providing such written notice to the Licensor 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 Licensee shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the Licensor related to the Licensee's Work.

Waiver of Governmental Immunity: Unless requested otherwise by the Licensor, the Licensee 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 Licensor.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, required for the performance of the Work shall include the Licensor as an Additional Insured with respect to the Licensee'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: Licensee waives the right to subrogate or seek recovery from Licensor and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Licensee shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Licensee's commencement of Work 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 Licensor 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, 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 Licensor's interests will be adequately protected by the provision of different types or other amounts of coverage.

ATTACHMENT C

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Property Appraisal

Appraisal of Land
30 Monroe Street
Norwalk, Connecticut
3 Scenarios-City of Norwalk

TABLE OF CONTENTS
Letter of Transmittal
Photos of Subject Property

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■Site Plan ■Comparable Sales Map
■Flood Plain Map ■Certification & Qualification of Appraiser

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& COMPANY, INCORPORATED



REPLY TO:

P.O. BOX 744

10 MIDDLE ST. • BRIDGEPORT, CT 06604 • (203) 335-5117 • FAX (203) 335-5119

April 13, 2021

Mr. Jonathan Hopkins
Norwalk Redevelopment Agency
City of Norwalk
3 Belden Avenue
Norwalk, Connecticut 06851

Re: Appraisal of Land
30 Monroe Street
Norwalk, Connecticut
3 Scenarios-City of Norwalk

Dear Mr. Hopkins:

In accordance with your request, I have completed an appraisal of the above captioned property for the purpose of estimating the Market Value of the Fee Simple Estate as of September 28, 2020 under three different scenarios. The intended use of this report is to establish Market Value of the land, for potential property acquisition. The intended user is the Norwalk Redevelopment Agency. The scope of this appraisal involved analysis through the Sales Comparison Approach, as the property consists of basically vacant land which is typically valued by this method.

The subject property is located in the South Norwalk section of Norwalk. Scenario #1 comprises the entire site of 3 Acres. My estimate of Market Value assumes that between 150-200 units of housing could be constructed on the site. Scenario #2 consists of an irregular shaped vacant parcel of land, comprised of a delineated section of the parking lot, with land area totaling 47,102± square feet or 1.056 acres. My estimate of market value assumes that 92 units of housing could be approved. The property is situated on the northwest corner of Henry Street and Chestnut Street, with a small amount of frontage on Monroe Street. There is frontage along Henry Street, Chestnut Street and Mulvoy Street. Access to the site will be from the upper, western portion of the frontage on Henry Street and also from a common driveway from Monroe Street. In general, there is an overall gradual upward slope running southeast to northwest. Property is situated in a "SSDD" Zone ("Sono Station Design District"); which permits high density-multifamily and mixed-use development.

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Although used as a portion of the parking lot, the subject is suitable for multifamily residential development, which is considered its highest and best use.

Scenario #3 consists of two small strips of land, which are unbuildable on their own, and contain approximately 6,000 square feet.

The subject parcel overlooks garden-style apartments across Henry Street, remaining portion of the parking lot, the Norwalk Train Station, train platform, tracks and parking garage to the northwest, as well as multifamily residences and the Norwalk Police station in the immediate vicinity.

Based upon an analysis of the facts and data contained in this report, it is my opinion that the Market Value of the Fee Simple Estate as of September 28, 2020 as follows:

Scenario #1 - \$ 7,500,000 - \$ 10,000,000
(3 acres) Seven Million, Five Hundred Thousand to
Ten Million Dollars

Scenario #2 - \$4,600,000
(1.056 acres) Four Million, Six Hundred Thousand Dollars

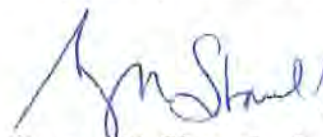
Scenario #3 -
(2,100 sq. ft.) \$ 120,000
& One Hundred & Twenty Thousand Dollars
(3,900 sq. ft.)

This report has been prepared in accordance with regulations for Appraisal Reports as set forth under Standards Rules 2-2 (a) of the Uniform Standards of Professional Appraisal Practice, as adopted by the Appraisal Institute. As such, it conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and with the (FIRREA).

The undersigned appraiser of this report has the experience and competency to complete this report in accordance with the competency provision in the USPAP.

Your attention invited to the appraisal report which follows and to the photographs and maps which are also made a part of this report.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "G. M. Shawah, Jr.", is written over the printed name.

George M. Shawah, Jr., MAI
President
RCG.0000557
Exp. Date: April 30, 2022

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A COMPANY, INCORPORATED

30 Monroe Street
Facing South



Subject Property
Facing South

Scenario #1 (3 Acres)
Facing South



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Scenario #2 (.88 Acres)
Facing North



Scenario #3
2,750 SF Parcel
Along
Henry St. Extension

Southerly Half
of Site

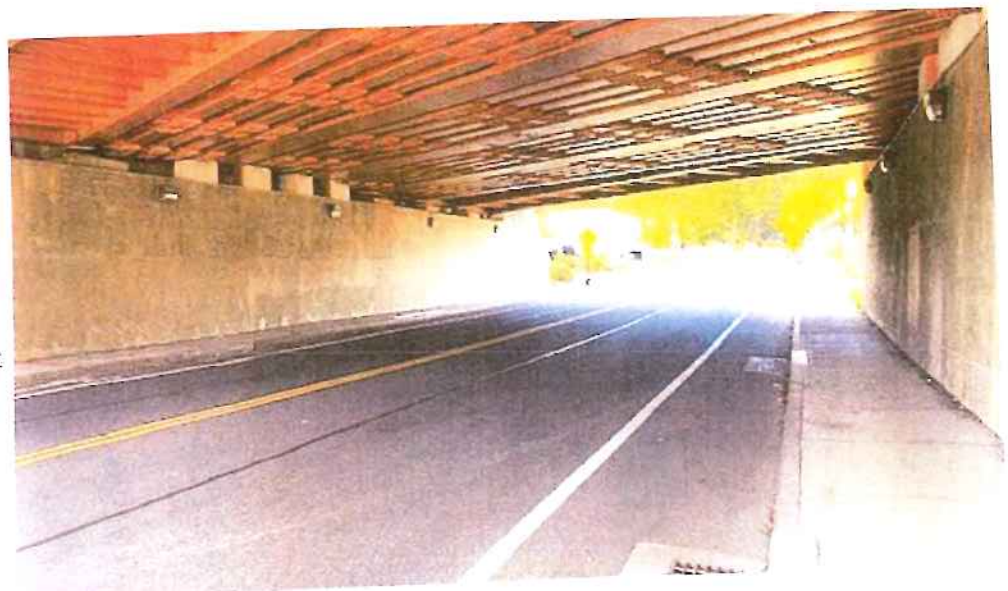


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Adjacent Train
Station Building
& Parking Garage



Monroe Street
Facing East



Monroe Street
Facing West

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Northerly View
from Mulvoy Street



Henry Street Extension
Facing East



Henry Street Extension
Facing West



Mulvoy Street

I. Identification

30 Monroe Street, Norwalk, Connecticut
Identified in the Tax Assessor's office on Map 2, Block 55, Lot 27

Owner of Record: City of Norwalk

Title History

The property was acquired by the City of Norwalk in 1971. It has not been offered for sale in recent years.

II. Legal Description

Please see survey in addendum of Report.

Intended Use & User of the Appraisal

The intended use of this report is to establish market value of the land, for property acquisition. The purpose of this appraisal is to estimate the current market value, in *Fee Simple Interest*, for use by our clients, Mr. Jonathan Hopkins of Norwalk Redevelopment Agency and/or affiliates, as well as the city of Norwalk. It is further understood that the intended users of the report are the client/addressees state above. No other party may rely on this appraisal without written consent and our prior permission.

EASEMENT, RESTRICTIONS, OR ENCUMBRANCES

There are no conditions noted in the deed or city of Norwalk land records which appear to adversely affect value; based on survey provided to the appraiser entitled "Compilation Plan 30 Monroe Street prepared for city of Norwalk – South Norwalk Train Station, Norwalk Connecticut dated February 5, 2019." Portion delineated and comprised of the "Concept Property Lines", as well as size depicted on survey is appraised herein.

Professional title search however is recommended for full disclosure of any additional encroachments or conditions, which may affect the subject.

III. Assessment and Taxes

Commercial Land	\$1,907,590
Improvements	<u>744,730</u>
Total	\$2,652,320

Mill Rate: 23.315 mills

Annual Taxes: \$61,839

Revaluation Date: October 1, 2018

The City of Norwalk is tax exempt. The Tax Assessor's opinion of full Market Value for the subject land is \$2,725,129.

IV. Property Rights Appraised

The Fee Simple Estate as of September 28, 2020. The Fee Simple Estate involves an absolute ownership unencumbered by any other interest or estate subject only to the limitations of eminent domain, escheat, police power and taxation. (The Dictionary of Real Estate Appraisal).

V. Purpose of the Appraisal

The purpose of this appraisal is to estimate the Market Value of the Fee Simple Estate as of September 28, 2020 under three (3) different scenarios for the negotiation of a possible sale.

Scenario 1 - Appraisal of the entire site consisting of approximately 3 acres with the highest and best use being 150-200 units of multifamily housing.

Scenario 2 - Appraisal of a portion of the site (.88 acres) with the assumption that 76 units can be built on the property.

Scenario 3 - Appraise two small strips of land which are unbuildable on their own. The total land area is 6,000 square feet.

Intended Use and User

My client in this appraisal report is the Norwalk Redevelopment Agency. The Appraisal will be used for the negotiation of a possible sale.

VI. Scope of the Appraisal

As part of this appraisal, the appraiser made a number of independent investigations and analyses. He relied upon data retained in his office, which is updated on a regular basis for use in all assignments. The appraiser examined data provided by local agencies concerning land use policies and trends, and interviewed local real estate agents and brokers that are active in the area of the subject. On September 28, 2020 the appraiser made an inspection of the improvements, the site, the surrounding area and street scenes for the purpose of estimating the fair market value as of September 28, 2020.

The appraiser relied on information from files maintained in the appraiser's office, knowledge of the market, Town Hall Records and MLS data, which are assumed to be accurate. The appraiser analyzed not only current market conditions but also historical evidence. Sales that were considered appropriate comparables were further analyzed and the best sales were utilized in this appraisal report. All approaches to value were considered and developed if appropriate for this assignment. The subject's market area, site and improvements were analyzed. If appropriate, a highest and best use analysis was developed. The appraiser considered all factors that impact the subject either positively or negatively. The final reconciliation considers all of the data necessary to competently complete this appraisal assignment.

Competency of Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision contained within the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment based on the following:

- Professional experience
- Educational background and training
- Business, professional, academic affiliations and activities.

The appraisers have previously provided consultation and value estimates for development sites and various types of commercial properties in Connecticut.

VII. Definition of Market Value

Market Value

The most probable cash sale price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated (i.e, motivated by self-interest).
2. Both parties are well informed or well advised, and acting in what they consider their own best interests.
3. A reasonable time is allowed for exposure in the open market.
3. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
4. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Re: Per the New Evaluation and Appraisal Guidelines

VIII. Town Data

The subject property is located in the City of Norwalk.

Because of its long history as a fishing port and harbor, Norwalk has always been considered a primary center for trade and industry in Fairfield County. Its reputation as a vital business city remains today, proven by the selection of Norwalk as the headquarters for many large corporations.

The City of Norwalk is multi-faceted. It has a revitalized historic downtown district (South Norwalk), several inland residential areas, a historical harbor village community (Rowayton) and a growing business district (Merritt 7).

All kinds of residential locations are available in Norwalk. There is a home style to suit each location too, whether it be a saltbox in the wooded hills of the Silvermine area; a contemporary on the shore in the Rowayton area, or a spacious colonial in the historic West Norwalk area. If a city home is more to your liking, the rehabilitated Washington Row in South Norwalk offers Victorian styled buildings within view of the harbor. Condominiums abound in Norwalk and can be found in almost any style and in almost any location.

A multitude of recreational and cultural activities for year round enjoyment are held in Norwalk/Rowayton.

Pertinent Facts

Area:	27.7 square miles
Population:	80,000 (the sixth largest city in Connecticut)
Elevation:	Sea level to 320 feet
Taxes:	The rate is 41.5 – 46.06 mills on a 70% assessment as of October 1, 1983.
Zoning:	Commercial, light industrial, research and development, condominiums, island conservation, multi-and single-family residences.

Government:	Mayor-Council form of government with an elected mayor and a council of 15 members elected from five districts.	
Services:	Police Department:	Full Service
	Fire Department:	Full Time & Voluntary Service
	Ambulance Service:	Excellent service with all modern equipment
Transportation:	29 Trains daily to New York City 28 Trains daily returning Commuting Time: 55-60 minutes	
Health:	The Norwalk Hospital The Emergency Service Department Intensive Care Coronary Care with CAT scan equipment and Hemodialysis Units American Red Cross Lower Fairfield County Regional Center	
Public Schools:	High School – 2 Center of Vocational Arts – Upgraded trade school Middle School – 4 Elementary School – 12 Magnet School Head Start	
Houses of Worship:	More than 100 churches and synagogues in the area	
Libraries:	Norwalk Public Library; South Norwalk Branch Library; East Norwalk Library; Rowayton Library	

- Recreation: Municipal beach and golf course; many parks and playing fields; courts for tennis and basketball; several private beaches, yacht and golf clubs; adult and youth teams including Little League and Soccer Associations; trails for cross country skiing and horseback riding.
- Culture: Maritime Center at Norwalk; numerous arts councils and crafts centers; The Lockwood-Mathews Mansion Museum; the Norwalk Museum; the Mill Hill Complex and more.

Attached and made part of this report is a Town Profile prepared by the Connecticut Department of Economics and Community Development

IX. Neighborhood Data

The subject is located in the section of Norwalk, known as "South Norwalk". The area is bounded by Interstate 95 on the north, Norwalk Harbor on the east, "Harborview" peninsula and Wilson's Cove on the south, Highland Avenue on the west. This is an established, developed area with a variety of mixed uses in the area, which include neighborhood business uses, light industrial uses, multifamily dwellings, which includes apartment and condominium complexes, as well as single family dwellings.

The historic South Norwalk Business District commonly referred to as "So No" generally underwent revitalization during the 1980's and has remained stable, with a generally low vacancy of retail and apartments. Several tourist draws are the Norwalk Maritime Center and I-Max theatre, brewery, numerous restaurants, nightclubs, art galleries, and shops along Washington, Main and Water Streets. Harbor area also includes numerous yacht clubs and marinas. South Norwalk train station is also located in the heart of the area. Southwestern portion of the area, in the immediate area of the subject, contains a high concentration of light industrial and related uses.

Accessibility to and from the area is above average in comparison to many urban communities in the area, as well as many neighborhoods in Norwalk. South Main Street is a main north-south artery within the city, providing access to South Norwalk Business District, as well as to Route 95 and 7 outside the confines of the neighborhood. Route 7 provides access to the Merritt Parkway (Route 15) to the north. Wilson Avenue is also a main north-south arterial road, with direct access to South Main Street, and points south, including points along the shoreline and Rowayton section of Norwalk.

Public transportation is provided by the CT Transit, Metro-North railroad, and Amtrak, with connections to various sections of Norwalk, and surrounding areas.

There is a full complement of city services, which serve the area. These include police and fire protection, schools, library facilities, ambulance service, rubbish collection and many others.

Monroe Street contains a mixture of small mixed use buildings, apartments, the Norwalk Police Station, a large parking garage for the Norwalk Train Station and new apartment complexes (under construction).

Martin Luther King Drive, located a half mile north contains industrial properties, affordable housing projects, and a large retail shopping plaza with Movie Theaters.

Chestnut Street, and Henry Street Ext. contain neatly kept and relatively new housing projects (apartments and condominiums. One of the projects is known as Columbus Court.

A former Shirt Factory on Chestnut Street, is slated to be a residential conversion.

A full interchange onto I-95 is located one mile northeast.

The south end of Norwalk continues to be extremely desirable. Multifamily dwellings are being purchased and remodeled, and apartments are being developed as apartments near the Train Station and SONO remain in strong demand.

"Maritime Yards" had been developed as part of revitalization plan for South Norwalk, completed in 2007. This development includes 197 housing units (of which 20 are affordable), as well as 40,000 square feet of ground floor commercial/retail space. Currently the city is also proposing the "Wall Street Development Plan", which includes restoration and re-establishment of this area "as the traditional center of Norwalk's community life." This plan entails development along the Norwalk River, streetscape improvements, and creation of public spaces, as well as creation of housing and attraction of new business establishments, which also includes sidewalk restaurants and cafes.

Future redevelopment of the Mid-Harbor Area and prioritizing investment in Oyster Shell Park and there are hopes it will become a proving ground for the nation's first rating system for green landscape design, construction and maintenance.

A brand new \$300,000,000± regional shopping center, which is known as "SoNo Collection" recently opened. It is located at West Avenue, Interstate 95, the North Water Street extension. The Developer is General Growth Properties, Inc., (GGP), a Chicago based mall developer. The center will include established anchors, *Nordstrom* and *Bloomingdale's* department stores; as well as 80 to 100 smaller retailers, a 150-room boutique hotel and public space. About 700,000 square feet of new retail space is planned.

The initial phase of "*Waypoint District*" located at 515 West Avenue, just south of I-95/Route 7 interchange has been completed in mid-2016. Having been originally proposed about 20 years ago, the \$533-million development project finally broke ground in early 2013. Project is comprised of a mixed-use development, with initial phases consisting of 465 luxury residential apartments, with 60,000 square feet street level retail and restaurant space, anchored by an open-air piazza with pedestrian-oriented, double-wide streetscape, and includes two newly constructed multi-level parking garages (1,025 spaces). Final development includes expansion of the initial phases, and there will be a collection of large commercial and residential buildings with a wide variety of restaurants, outdoor *cafes*, and big box stores that will be anchored by a large upscale movie theater; as well as include medical offices. Developer Partners consist of a joint venture with *Belpointe Capital* in Greenwich, *Seligson Properties* in Norwalk, and *Carmel Partners*, a San Francisco based firm.

Apartment Market Trends – Norwalk

According the "CoStar Property" Survey conducted March 2020, there is an apartment vacancy rate of 7.5% based on a total inventory of 4,825 apartment units in Norwalk. Overall vacancy rate is slightly above the 5-year average of 8.5% for the properties in the survey.

Vacancy rates in the survey have generally been favorable typically ranging from about 4% to 11% over the past five years, with the exception of 2014 when rates reportedly temporarily spiked to 17.4% (due to substantial number of units coming online). The average asking rent of individual one, two and three bedroom apartment rents are all currently above the respective five year averages. Average asking rent for a one bedroom apartment is \$2,150 per month; \$2,550 for a two bedroom apartment, and \$2,884 for a three bedroom apartment. Concessions are reportedly being offered at 1.2% on average.

MARKET TRENDS AND CONDITIONS

Apartment Market Trends – Norwalk

POPULATION DATA

Population figures for the city of Norwalk published by the U.S. Census Bureau, and Connecticut Economic Resource Center, are listed below. By reference to the 2000, 2010 and 2016 Census estimates, population growth trends are outlined below:

	<u>City of Norwalk</u>	<u>Fairfield County</u>	<u>State of Connecticut</u>
2016	<u>87,930</u>	<u>941,618</u>	<u>3,588,570</u>
2010	85,603	916,829	3,574,097
2000	82,951	882,567	3,405,565
% Change	+6.0%	+6.7%	+5.4%
Projected 2020	86,302 ↓1.9%	944,692 ↑.3%	3,604,591 ↑.4%

These figures show an overall moderate increase in population over a 16 year period from 2000 to 2016 in the city of Norwalk. In comparison, Fairfield County has experienced a slightly greater increase in population over the same 16 year period. According to CERC Town Profile 2018 (Produced by the CT Data Collaborative) projections, the City of Norwalk is anticipated to experience a slight decrease in population in the 4-year period from 2016 to 2020; in contrast to county and state projections which are anticipated to remain about the same.

Correspondingly there has been limited growth in the number of single family housing units in the same time frame. As of 2016, there are a total of 35,168 housing units in Norwalk whereas, 47.8% are single family dwellings and 61.1% of total dwelling units in Norwalk are owner occupied (single family and condominiums). In contrast, Fairfield County and the state of Connecticut, have higher rates of owner occupied dwellings as about 67.6% of Fairfield County and 66.5% of the state housing stock consist of owner occupied dwelling units.

A complete list of major active development projects in Norwalk is located in the addendum of this report. The most notable one is the platform at 1 Chestnut Street which is 122,000 square foot mixed use development with 5,800 square feet of retail, 11,000 square feet of office and 122 dwelling units.

There is sufficient demand for Norwalk in general, as the city in general, has remained more affordable than surrounding and adjoining lower-density communities of Westport, Darien, New Canaan, Wilton and Weston. There is currently sufficient overall demand for rental housing units and affordable housing marketed at competitive, realistic price levels. Demand for apartments is partly attributable to limited credit available to purchase single-family dwelling in town, higher price levels of residential properties in bordering towns; as well as recent change in Federal tax law whereas, real estate property tax deductions are limited.

Conclusion

Based on CERC statistics, Norwalk population is anticipated to remain stable with limited projected declines by 2020. There is still sufficient demand evident for apartment units however based on new construction of apartments over the past 3 years, and projects under construction demand and supply may be equal. By next year however, there appears to be continued strong demand for projects located next to train stations along the I-95 corridor.

There continues to be strong demand for affordable housing throughout Norwalk and Fairfield County in general. About 12% of the Norwalk housing stock consists of subsidized housing. Subject parcel is in demand for potential subsidized housing depending on the availability of incentives and government grants, as there are limited sites available throughout the marketplace suitable for higher density residential development; particularly one acre or larger in size.

Subject property is located in a SSDD” zone (Sono Station Design District). The purpose of this zone is “to enhance transit utilization by establishing a higher density mix of uses, which include but are not limited to residential, office, retail, personal and business services and public uses, in the area immediately surrounding the South Norwalk Train Station. Increased development potential is allowed in the SSDD to (1) induce economic investment; (2) enhance pedestrian activity, including improved streetscape and transit access; (3) improve urban form and design; and (4) reduce vehicle miles traveled.”

Zoning Criteria

Minimum lot size	½ acre
Residential Density	1 dwelling per unit per 500 SF of land area
Minimum width	None
Minimum front yard	None
Minimum side yard	None
Minimum rear yard	None
Maximum front yard	10 feet
Maximum Building Area	90% for buildings with min. 15% open space (minimum of 10% must be devoted to public use)

Permitted Uses include, but are not limited to:

- Railroad station and commuter facilities
- Multifamily dwellings
- Offices; including medical offices.
- Restaurants and taverns (excluding drive-in facilities).
- Theaters and auditoriums
- Places of worship
- Hotels, including extended stay hotels
- Boutique manufacturing
- Parks and playgrounds

Additional uses are permitted, subject to the securing of a special exception as outlined in the Norwalk Zoning Regulations in Article 50: Business Zones § 118-506.

Conclusion

The subject is suitable for several of the above categories. No proposals for development are in place as of the effective date of appraisal.

Regarding scenario #2, the maximum total number of units equates to 76, based on subject land size of 38,352 square feet and zoning regulations which allow a maximum density of 1 apartment per 500 square feet. Total number of units however, will likely be hindered by irregular site shape.

For scenario #1, for the entire site of approximately 3.00 acres it appears that a project containing 150-200 units (given the irregular configuration of the site) could be feasible for the property.

XI. Site Description

(Scenario #1)

Location: Subject is situated on the northwest corner of Henry Street and Chestnut Street, with frontage along the south side of Monroe Street. It is comprised of a portion of the southeast and east section of the South Norwalk Train station parking lot.

Size: Comprised of the entire site or 130,680 square feet or 3 acres.

Site size and boundaries are based on preliminary survey plan provided to the appraiser by the city of Norwalk. Survey relied upon herein is entitled "Compilation Plan 30 Monroe Street prepared for city of Norwalk – South Norwalk Train Station, Norwalk Connecticut dated February 5, 2019." Portion delineated and comprised of the "Concept Property Lines" as well as size, are appraised herein as depicted on survey. Copy is provided in the appendix.

Shape: Irregular shaped parcel – see survey in the appendix. Shape will affect development in regards to building siting and likely hinder obtaining maximum amount of apartment units permissible by zoning.

Topography & View: In general, there is an overall gradual upward slope running southeast to northwest.

The subject parcel overlooks garden-style apartments across Henry Street, and Mulvoy Street, the Norwalk Train station, platform and parking garage to the northwest, as well as multifamily residences and the Norwalk Police station in the immediate vicinity.

Soil Content: Unknown; however appears adequate throughout most of the site.

The appraiser suggests soil tests be performed to determine if there is rockledge present. The full extent of the ledge and effect will not be determined until actual conditions are exposed upon excavation. A considerable degree of rockledge can significantly contribute to escalating development costs, if applicable.

According to Norwalk GIS mapping system overlay, there are no known areas impacted by regulated wetland area however; no known specific soil survey has been conducted delineating any potential wetland area.

Street Frontage: There is about 800 feet of frontage along Henry Street Extension, and Mulvoy Street 11 feet along Chestnut Street and 32 feet along Monroe Street. Access to the site however, is limited to the upper, western portion of Henry Street frontage.

Environmental
Concerns:

No known environmental study(s) to determine to what extent, if any, soil contamination may have occurred at the property, was disclosed to the appraiser, due to the presence of these storage tanks or any other condition. This appraisal report and the value estimated contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material and/or chemical spills which may have occurred on this property over the years, in association with services conducted on site. No evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of inspection.

The appraisers, however, is not qualified to detect such substances, including the existence of urea-formaldehyde, radon gas, foam insulation, asbestos, lead paint, or other potentially hazardous waste material that may have an effect on the value of the property. We urge the client to retain an expert in this field if desired.

Site

Improvements: Overall, the main usable portion of the site, is primarily comprised of open, paved parking lot, with marked spaces, drive and turnaround areas. There is a curb cut for access to the site at the western portion of Henry Street frontage. The delineated parcel includes a strip of grassed area which runs from the corner of Henry Street and Chestnut Street, extending west to the curb cut and site access. There are trees, overgrown grass, as well as steel fencing along this portion.

Overall physical condition of the site improvements is average to good. Underlying land only is appraised herein.

All existing improvements will require removal prior to any development, since they have no contributory value in accordance with Highest and Best.

Utilities:

All utilities, which include public water, gas, storm sewers, telephone, electric services and city sewers are available to the site.

(Scenario #2)

Location:	Subject is situated on the northwest corner of Henry Street and Chestnut Street, just south of Monroe Street. It is comprised of a portion of the southeast and east section of the South Norwalk Train station parking lot.
Size:	Comprised a portion of the entire site or 46,107 square feet or 1.058 acres. <i>Site size and boundaries are based on preliminary survey plan provided to the appraiser by the city of Norwalk. Survey relied upon herein is entitled "Compilation Plan 30 Monroe Street prepared for city of Norwalk – South Norwalk Train Station, Norwalk Connecticut dated February 5, 2019." Portion delineated and comprised of the "Concept Property Lines" as well as size, are appraised herein as depicted on survey. Copy is provided in the appendix.</i>
Shape:	Irregular shaped parcel – see survey in the appendix. Shape will affect development in regards to building siting and likely hinder obtaining maximum amount of apartment units permissible by zoning.
Topography & View:	In general, there is an overall gradual upward slope running southeast to northwest. The subject parcel overlooks garden-style apartments across Henry Street, and Mulvoy Street, the Norwalk Train station, platform and parking garage to the northwest, as well as multifamily residences and the Norwalk Police station in the immediate vicinity.

Soil Content: Unknown; however appears adequate throughout most of the site.

The appraiser suggests soil tests be performed to determine if there is rockledge present. The full extent of the ledge and effect will not be determined until actual conditions are exposed upon excavation. A considerable degree of rockledge can significantly contribute to escalating development costs, if applicable.

According to Norwalk GIS mapping system overlay, there are no known areas impacted by regulated wetland area however; no known specific soil survey has been conducted delineating any potential wetland area.

Street Frontage: There are about 323 feet of frontage along Henry Street Extension, and Mulvoy Street 11 feet along Chestnut Street and 32 feet along Monroe Street. Access to the site however, is limited to the upper, western portion of Henry Street frontage. There is no direct access to the site from Monroe Street.

Environmental
Concerns:

No known environmental study(s) to determine to what extent, if any, soil contamination may have occurred at the property, was disclosed to the appraiser, due to the presence of these storage tanks or any other condition. This appraisal report and the value estimated contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material and/or chemical spills which may have occurred on this property over the years, in association with services conducted on site. No evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of inspection.

The appraisers, however, is not qualified to detect such substances, including the existence of urea-formaldehyde, radon gas, foam insulation, asbestos, lead paint, or other potentially hazardous waste material that may have an effect on the value of the property. We urge the client to retain an expert in this field if desired.

Site

Improvements: Overall, the main usable portion of the site, is primarily comprised of open, paved parking lot, with marked spaces, drive and turnaround areas. There is a curb cut for access to the site at the western portion of Henry Street frontage. The delineated parcel includes a strip of grassed area which runs from the corner of Henry Street and Chestnut Street, extending west to the curb cut and site access. There are trees, overgrown grass, as well as steel fencing along this portion.

Overall physical condition of the site improvements is average to good. Underlying land only is appraised herein.

All existing improvements will require removal prior to any development, since they have no contributory value in accordance with Highest and Best.

Utilities:

All utilities, which include public water, gas, storm sewers, telephone, electric services and city sewers are available to the site.

Comments:

Access rights from Monroe Street, Chestnut Street and Henry Street Extension are assumed to be included and allowed in the future development of this parcel.

Scenario #3

The subject property consists of two small rectangular shape strips of land located on the northerly side of Henry Street Extension with 17± feet of frontage along Chestnut Street and also near the Monroe Street frontage (See Scenario 3 plan in addendum). The total land area is approximately 6,000 square feet which is broken down as follows:

- Parcel A - 2,100 square feet
- Parcel B - 3,900 square feet

Both parcels are level strips of grass, which are unbuildable on their own and only valuable to an abutting owner.

Environmental Condition of the Property

The previous use of the Norwalk Train Station is unknown and for that reason it is my professional opinion that there is a possibility that there is some degree of environmental contamination on the property.

However, for the purpose of this appraisal, your appraiser will make the hypothetical assumption that the property is in an uncontaminated site.

The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether subject property may be affected by Connecticut Public Act 85-443 (Super Lien Law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste.) This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property or via contamination from adjoining properties, over past years.

The appraiser, however, was not privy to any site assessment, clean-up costs, estimates etc. and thus, could not take these factors into consideration in the analysis, nor reasonable quantify the effect of these conditions or any stigma which may be inherent in the subject property as a result of contamination. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on property value. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property. *The user of this appraisal report is warned that the value conclusion derived herein, is considered in a clean and uncontaminated state, and that seeking legal, and environmental advice as to the preceding issues is strongly recommended.*

XII. Highest and Best Use

Highest and Best Use as defined in The Dictionary of Real Estate Appraisal, published by the Institute of Real Estate Appraisers, is "that reasonable and probable use that supports the highest present value as of the effective date of the appraisal." It is that use which is physically possible, legally permissive and produces the highest net return and value.

To estimate the highest and best use, four elements are considered:

- 1) Possible use - What uses of the site are physically possible?
- 2) Permissible legal use - What uses of the site are permitted by zoning and deed restrictions?
- 3) Feasible uses - Which possible and permissible uses will produce a net return to the owner of the site?
- 4) Maximally productive use - Among the feasible uses, that use which will produce the highest net return or the highest present worth.

Highest and Best Use is defined in the text, "The Dictionary of Real Estate Appraisal" published by the Appraisal Institute, 6th edition, as "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

In regards to Scenario #1 and Scenario #2 and the subject's physical site factors, the subject consists of an irregular shaped vacant parcel of land comprised 1.058 Acres (Scenario #2) or 3 Acres (Scenario #1), in the portion of the southeast and east section of the South Norwalk Train Station parking lot. There is adequate access to the site from Henry Street.

Property is situated in a SSDD" Zone (Sono Station Design District"); which permits high density residential development, with a maximum density of 1 unit per 500 square feet of site area. The subject is suitable for multifamily residential development, for which it is currently zoned. The subject's location and surrounding area includes moderate to higher density development, which includes garden-style apartment properties and immediate access to the train station, as well as South Norwalk commercial district. Multifamily development will therefore, conform to mix of developments in the immediate area. Due to lack of suitable parcels in the marketplace, available for higher density development, subject is in high demand. Under the current zoning regulations, the entire site (scenario #1) has a potential of 260 units, however given the irregular shape, 150-200 potential units are more feasible. For scenario #2, 92 units of housing would be allowed.

Estimated Exposure and Marketing Time

Inherent in our estimate of market value for the subject property are estimates of both exposure and marketing time. Exposure time is presumed to precede the effective date of valuation, while marketing time is presumed to occur subsequent to the valuation date. Exposure time is described as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at our estimate of market value on the effective date of the appraisal. Marketing time is an estimate of the amount of time it might take to sell the property interest appraised at our estimate of market value during the period immediately after the effective date of valuation.

Market value conclusions recognize the characteristics of the subject real estate and consider the current economic environment and its effect on real property. An exposure and marketing period of 3-6 months is considered reasonable in which to induce sale of the subject property at the value estimated within this report. These estimates of exposure and marketing times presume the property is actively exposed and aggressively marketed through commonly accepted marketing channels. The stated exposure and marketing periods are based on discussions with local real estate professionals and consider typical exposure and marketing times for similar property in the market area.

XIII. The Appraisal Process

The appraisal process is a systematic sequence of steps in which data is used to estimate the value of the subject property. The information is acquired, classified, analyzed and then presented. The first steps in the appraisal process include defining the appraisal problem, identification of the real estate, the effective date for the value estimate, the property rights appraised and the type of value sought. Once this has been accomplished, the appraiser analyzes other factors in the market that affect the subject such as neighborhood data, site and improvement analysis, and the highest and best use analysis. Once these steps have been completed, the appraiser generally uses three approaches in estimating Market Value:

1) The Cost Approach, 2) The Income Approach, and 3) The Direct Sales Comparison Approach.

Cost Approach

In the Cost Approach, accrued depreciation is estimated and then deducted from the cost new of the improvements. This value is then added to the land value, which is generally obtained through the Direct Sales Comparison Approach. The resultant figure indicates the value of the whole property.

Income Approach

The Income Approach is predicated on the assumption that there is a definite relationship between the income or money a property will generate and its value. The approach is based on the principle that value is created by the expectation of benefits derived in the future. The anticipated annual net income of the subject property is processed to produce an indication of value. Net Income is equal to the money generated by the property before payment of any debt service. There are two techniques that are generally used in the process of converting net income to value. The first technique is called capitalization. Capitalization involves dividing net income by a capitalization rate, which takes into consideration the factors or risk, interest on the capital investment and recapture of the depreciating asset. The basic formula in capitalization is as follows:

$$\text{Value} = \text{Net Income} / \text{Capitalization Rate}$$

The second technique commonly used is the Discounted Cash Flow, which takes the discounted value of an income stream over a fixed period, say 5 years, plus the discounted value of the reversion which is estimated at the end of the period. The sum of these two values is the estimated value of the property. Assumptions such as the discount rate, growth rate of income and expenses, and the value of the reversion need to be addressed in this technique.

Direct Sales Comparison Approach

In this approach, the appraiser gathers data on comparable properties, analyzes the nature and condition of each sale, and then makes appropriate adjustments for dissimilar characteristics such as time, size, location, zone and condition. Once these adjustments are made, the value is reduced into a common unit of comparison such as price per square foot or price per apartment or a gross rent multiplier. The Direct Sales Comparison Approach is especially effective when there is an abundance of recent sales data.

Only the Direct Sales Comparison Approach will be used in estimating the Market Value of the Fee simple Estate.

XIV. Direct Sales Comparison Approach

The study of recent land sales is generally regarded as the best indicator of land value. For Scenario #1 and Scenario #2, I have given consideration to the following land sales, all of which were purchased for multi family housing projects.



Comparable Land Sale No. 1

Address:	1 Walton Place, Stamford
Location:	Downtown Stamford; just north of CBD
Date of Sale:	December 7, 2018
Grantor:	First Congregational Church
Grantee:	Walton Place, LLC.
Size:	1.20 acres
Sale Price:	\$5,000,000
Verification:	Stamford land records and zoning; CoStar services/listing broker
Zone:	RH (high density residential)
Sale Price/SF:	\$95.65
Sale Price/Acre:	\$4,166,667
Sale Price per Unit:	\$69,444 per unit – based on maximum density permitted by zoning

Description:

Consists of two adjacent parcels, which are comprised of a church constructed in 1912, and adjacent paved parking lot. Overall shape is irregular and there is frontage along three streets, Bedford Street, Prospect Street and Walton Place.

Both parties involved in the sale confirmed the property was bought for redevelopment for future high density apartment development or hospitality use. Developer is uncertain at the time of sale whether the 35,000 square foot existing church building will be incorporated into the new development. Buyer was motivated by the property's centralized location in downtown Stamford, with a variety of apartments and complementary uses in the immediate vicinity. Buyer owns over 1,000 apartment units in the area, as well as owns adjoining parcel.

Broker indicated the transaction was for cash, and was under contract for about one month prior to closing. Market time was about 3 months.

A maximum of 72 apartment units would be permitted on zoning requirements of 1 unit per 725 square feet of land area. Elderly housing is also permitted at greater density.



Comparable Land Sale No. 2

Address: 1480 Post Road East, Westport, Connecticut

Location: Exit 18 off I-95

Date of Sale: May 21, 2020

Grantor: Alan Thoele

Grantee: SIR 1480 PRE LLC.

Size: 1.63 acres

Sale Price: \$2,800,000

Verification: CoStar services/listing broker, CONN – Comp.

Zone: GBD

Sale Price/SF: \$39.44

Sale Price/Acre: \$1,717,791

Sale Price per Unit: \$87,500 per unit – based on an approval of 32 unit apartment plan.

Description:

This is the former Rodgers Septic Tank site. An old concrete block service garage sitting on 1.63 Acres will be demolished in favor of a 32 unit rental housing development.

The proposed development will reportedly contain 18 – 1 bedroom and 14 – 2 bedroom units, and 30% of the units will be affordable.

This is a prime retail corridor along the Post Road East.



Comparable Land Sale No. 3

Address: 467 West Avenue, 17 Butler and 3 Quincy, Norwalk, Connecticut

Location: Exit 15 off I-95

Date of Sale: December 23, 2019

Grantor: New MFP Norwalk

Grantee: TB Norwalk Apartments

Size: 5.23 acres

Sale Price: \$34,050,000

Verification: CONN – Comp. Warren Co Star services

Zone: Cddb

Sale Price/SF: \$150

Sale Price/Acre: \$6,510,516

Sale Price per Unit: \$103,030 per unit – based on 330 Apartments (not including retail space)

Description:

Consists of three adjacent parcels, which are comprised of a church constructed in 1912, and adjacent paved parking lot. Overall shape is irregular and there is frontage along three streets, West Street, Butler Street and Quincy.

Both parties involved in the sale confirmed the property was bought for redevelopment for future high density/mixed use/ retail apartment development.

The project contains 330 residential apartments, 14,340 square feet of restaurant space. The site has good onsite parking, wide sidewalks, and a pedestrian street which connects the original Waypointe Block to the Children's Museum and Matthews Park.



Comparable Land Sale No. 4

Address: 230 East Avenue & Rowan, Norwalk, Connecticut

Location: Exit 16 off I-95

Date of Sale: June 6, 2018

Grantor: Norwalk Improvements LLC.

Grantee: 230 East Avenue LLC.

Size: 3.46 acres

Sale Price: \$14,580,000

Verification: Norwalk land records; CoStar service/listing broker

Zone: NB

Sale Price/SF: \$96.74

Sale Price/Acre: \$4,213,873

Sale Price per Unit: \$77,143 per unit – based on approvals for 189 Apartments

Description:

Consists of three adjacent parcels located at the corner of East Avenue and Rowan. Overall shape is irregular and there is frontage along two streets, East Avenue and Rowan.

The property was bought for redevelopment for future high density/mixed use/ retail apartment development into new development. Buyer was motivated by the property's centralized location near the Norwalk Train Station, with a variety of apartments and complementary uses in the immediate vicinity.

The development is situated near the East Norwalk Train Station. It will contain 44 units above an existing factory and 145 units of new construction.

Analysis of Sales

Sale #1 - \$5,000,000 or \$69,444/unit or \$4,166,000/Acre
 Sale #2 - \$2,800,000 or \$87,500/unit or \$1,717,991/Acre
 Sale #3 - \$34,050,000 or \$103,030/unit or \$6,510,516/Acre
 Sale #4 - \$14,580,000 or \$77,143/unit or \$4,213,873/Acre

Adjustments

	<u>Sale #1</u>	<u>Sale #2</u>	<u>Sale #3</u>	<u>Sale #4</u>	<u>Scenario #1</u>
Sales Price/SF	\$69,444	\$87,500	\$103,030	\$77,143	
Condition of Sale	-	-	-	-	
Financing	-	-	-	-	
Market Conditions	<u>+4,166</u>	-	-	<u>+5,400</u>	
Adjusted Rate	\$73,610	\$87,500	\$103,030	\$82,543	
Land Size	-7,400	-8,750	+10,300 (10%)	-	3.00 Acres
Location	-7,400	-13,125 (15%)	-15,455 (15%)	-12,100 (15%)	
Topography	-	-	-	-	
Site Shape	-7,400	-8,750	-15,455	-8,254	
Amenities	-	-	-15,455	-	
Approvals	-	-8,750	-10,300	-8,254	No Approvals Based on 1 unit per 500 per SF of land (150-200 units reduced from 260 based on shape
Total Adjustments	<u>-22,200</u>	<u>-39,375</u>	<u>-46,365</u>	<u>-28,608</u>	
Indicated Market Value Per Unit	\$51,410	\$48,125	\$56,665	\$53,935	

Analysis of Sales

Sale #1 - \$5,000,000 or \$69,444/unit or \$4,166,000/Acre
 Sale #2 - \$2,800,000 or \$87,500/unit or \$1,717,991/Acre
 Sale #3 - \$34,050,000 or \$103,030/unit or \$6,510,516/Acre
 Sale #4 - \$14,580,000 or \$77,143/unit or \$4,213,873/Acre

Adjustments

	<u>Sale #1</u>	<u>Sale #2</u>	<u>Sale #3</u>	<u>Sale #4</u>	<u>Scenario #2</u>
Sales Price/SF	\$69,444	\$87,500	\$103,030	\$77,143	
Condition of Sale	-	-	-	-	
Financing	-	-	-	-	
Market Conditions	<u>+4,166</u>	-	-	<u>+5,400</u>	
Adjusted Rate	\$73,610	\$87,500	\$103,030	\$82,543	
Land Size	-	-	+ 5,000 (5%)	+ 4,000 (5%)	1.058 Acres
Location	-7,400	-13,125 (15%)	-15,455 (15%)	-12,100 (15%)	
Topography	-	-	-	-	
Site Shape	-7,400	-8,750	-15,455	-12,100	
Amenities	-	-	-15,455	-	
Approvals	-	-8,750	-10,300	-8,250	No Approvals Based on 1 unit per 500 Sq. Ft. of land (92 units)
Total Adjustments	<u>- 4,800</u>	<u>-30,625</u>	<u>-51,665</u>	<u>-28,450</u>	
Indicated Market Value Per Unit	\$ 58,810	\$ 56,875	\$ 51,365	\$ 54,093	

Land Sale Analysis and Adjustments

Unit of comparison is based on maximum number of units and density permitted under subject's zoning category (general apartments; not including elderly units). Due to overall shape and other conditions it is likely lesser number of units would be allowed. These factors are accounted for in comparison to sales in the marketplace and adjustment process.

Market Conditions:	Sales No. #1 & #4 are adjusted upward, as market conditions have improved since the date of sale and there is less land available suitable for higher density multifamily development. The adjustment is based on a factor of 5% per year.
Location:	Sale No. 1 is adjusted downward as overall the subject location is considered inferior to downtown Stamford as the sale location will typically command higher rents. Sale #2 is a superior retail location in Westport. Sale #3 & Sale #4 are more desirable commercial locations in Norwalk.
Site Shape:	All four sales are adjusted downward due to the subject's irregular site shape and challenges associated with building siting to obtain maximum development capacity.
Topography:	None Warranted.
Approvals:	Sales No. 2, No. 3 and No. 4 are adjusted downward as each sale had approvals in place or sold subject to approval. Downward adjustments also consider the factor that there is uncertainty as to number of subject apartment units which will be permitted in the final approval process.

Amenities:

Sale #3 had approvals which included restaurant space.

After adjustments were made for dissimilar characteristics, the four sales fall within a relatively close range.

All four sales adjusted, are good indicators of the subject's value.

An abutting property sold in 2019. 24 Monroe Street, Norwalk, CT sold with approvals at the rate of \$45,000 per approved apartment. An additional \$2,000,000 was paid for an adjoining industrial shell of a building.

After placing equal weight on the four sales, and after giving consideration to the abutting property which sold in 2019 for \$45,000/approved unit, it is my opinion that the indicated Value of the subject site given the first two scenarios is as follows:

Scenario #1

150-200 estimated approved units @ \$50,000 per unit = \$7,500,000 - \$10,000,000

**SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS TO
TEN MILLION DOLLARS**

Scenario #2

92 approved units @ \$50,000 per unit = \$4,600,000

Call It:

**\$4,600,000
FOUR MILLION SIX HUNDRED THOUSAND DOLLARS**

Scenario #3

The subject property consists of a narrow strip of unbuildable commercial land located at the northwesterly corner of Henry Street extension and Chestnut Street.

<u>Address</u>	<u>Sales Date</u>	<u>Sales Price</u>	<u>Land Area</u>	<u>Zone</u>	<u>Price Per SF</u>
93 Winfield St. Norwalk, CT	4/17/20	\$640,000	.50 Ac.	NB	\$29.38
8 East Walnut St. Stamford, CT	7/10/20	\$200,000	.11 Ac.	RMV	\$41.74
54 Square Acre Dr. Stamford, CT	9/24/18	\$350,000	.23 Ac.	MZN	\$35.00
24 Monroe St. Norwalk, CT	8/6/18	\$2,200,000	.41 Ac.	SSDD	\$123.00
10 South Spruce St. Norwalk, CT	6/14/17	\$300,000	.12 A.	II	\$57.00

Subject Lot: 2,500 SF

The subject lot is unbuildable on its own, but adds value to an abutting property owner.

All of the sales listed above were buildable sites, located in more desirable residential areas of Norwalk and Stamford.

BALDWIN PEARSON
& COMPANY, INCORPORATED

Given the lack of utility, except to an abutting owner, I estimate the Market Value of the two small parcels of land as follows:

Base Rate: \$50 per Sq. Ft.

**Downward Adjustment
for Utility: 60% -\$30**

Adjusted Rate: \$20 per Sq. Ft.

Parcel A: 2,100 square feet x \$20 per square foot = \$42,000

Parcel B: 3,900 square feet x \$20 per square foot = \$78,000

Total Value of the Two Lots: \$120,000

ONE HUNDRED & TWENTY THOUSAND DOLLARS

XV. Conclusion

Scenario #1 – Appraisal of entire site (3.00 Acres) based on 150-200 hypothetical units

\$7,500,000 - \$10,000,000
SEVEN MILLION FIVE HUNDRED THOUSAND TO TEN MILLION DOLLARS

Scenario #2 - Approximately 1.058 Acres based on 92 hypothetical units

\$4,600,000
FOUR MILLION SIX HUNDRED THOUSAND DOLLARS

Scenario #3 - Parcel A: 2,100 square feet x \$20 per square foot = **\$42,000**

Parcel B: 3,900 square feet x \$20 per square foot = **\$78,000**

Total Value of the Two Lots: \$120,000

ONE HUNDRED & TWENTY THOUSAND DOLLARS

Respectfully submitted,



George M. Shawah, Jr., MAI
President
RCG.0000557

XVI. Assumptions and Limiting Conditions

That no opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in the report.

That no opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements and restrictions except those specifically discussed in the report.

The property is appraised assuming it to be under responsible and competent management and available for its highest and best use.

That no engineering survey has been made by the appraiser.

Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.

That maps, plats and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

That no opinion is expressed as to the value of subsurface oil, gas or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.

That no detailed studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive but have been considered consistent with information available to the appraiser.

My estimate of value does not reflect any possible limitations on the marketability and/or mortgaging of the property as a result of conditions governed by Connecticut Public Act 84-535 "An Act Concerning Clarification of Permits for Hazardous Waste." That is, I assume that there are no environmental conditions which would adversely affect the value of the property. Should an environmental site assessment disclose otherwise, I reserve the right to modify my valuation and this report accordingly.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not the renovation work completed thus far is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property and plans for development, together with a detailed analysis of the requirements of the ADA, could reveal that the property will not be in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of the ADA in estimating the value of the property.



MAP LEGEND

 Areas inundated by 500-year flooding
 Areas inundated by 100-year flooding
 Velocity Hazard

 Protected Areas
 Floodway
 Subject Area

30 Monroe Street, Norwalk, CT



© DeLorme. DeLorme Street Atlas USA® 2012.

MN (13.2°W)

1" = 1.97 mi

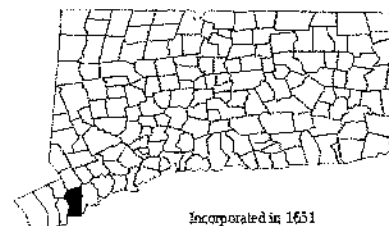
Data Zoom 10-6

Norwalk, Connecticut

CERC Town Profile 2019 Produced by Connecticut Data Collaborative

Town Hall
P.O. Box 5125
Norwalk, CT 06856
(203) 854-7701

Belongs To
Fairfield County
LMA Bridgeport - Stamford
Western Planning Area



Incorporated in 1651

Demographics

Population				Race/Ethnicity (2013-2017)			
	Town	County	State		Town	County	State
2000	82,951	882,567	3,405,565	White Non-Hisp	46,033	595,323	2,446,049
2010	85,603	916,829	3,574,097	Black Non-Hisp	12,522	98,931	350,820
2013-2017	88,537	947,328	3,594,478	Asian Non-Hisp	4,487	48,421	154,910
2020	86,302	944,692	3,604,591	Native American Non-Hisp	179	1,372	5,201
'17 - '20 Growth / Yr	-0.9%	-0.1%	0.1%	Other/Multi-Race Non-Hisp	1,484	22,684	84,970
				Hispanic or Latino	23,832	180,379	551,916
				Poverty Rate (2013-2017)			
	Town	County	State		Town	County	State
Land Area (sq. miles)	23	625	4,842		9.2%	8.8%	10.1%
Pop./Sq. Mile (2013-2017)	3,873	1,516	742	Educational Attainment (2013-2017)			
Median Age (2013-2017)	39	40	41		Town	County	State
Households (2013-2017)	33,385	337,678	1,361,755	High School Graduate	14,051	23%	673,582 27%
Med. HH Inc. (2013-2017)	\$81,546	\$89,773	\$73,781	Associates Degree	4,360	7%	188,481 8%
					Town	County	State
	Town	County	State	Bachelors or Higher	25,576	41%	953,199 38%
Veterans (2013-2017)	2,927		180,111	Age Distribution (2013-2017)			
					0-4	5-14	15-24
Town	5,162 6%	10,236 12%	10,912 12%				
County	53,055 6%	125,776 13%	126,096 13%				
State	186,188 5%	432,367 12%	495,626 14%				

Economics

Business Profile (2018)				Top Five Grand List (2018)	
Sector	Units	Employment			Amount
Total - All Industries	3,569	44,502		Connecticut Light & Power	\$353,136,529
23 - Construction	278	1,257		Merritt 7 Venture, LLC	\$280,033,663
31-33 - Manufacturing	112	1,314		35 Glover Borrower, LLC	\$110,179,741
44-45 - Retail Trade	342	6,255		CP IV Waypointe BP 1, LLC	\$119,952,290
54 - Professional, Scientific, and Technical Services	482	4,076		45 Glover Borrower, LLC	\$75,567,184
62 - Health Care and Social Assistance	300	6,332		Net Grand List (SFY 2016-2017)	\$12,091,830,181
72 - Accommodation and Food Services	297	3,503		Major Employers (2018)	
Total Government	44	4,106		Nuvance Health - Norwalk Hospital	General Electric Company, Inc.
				Altice USA	Stew Leonard's
				MBI	

Education

2018-2019 School Year				Smarter Balanced Test Percent Above Goal (2017-2018)					
	Grades	Enrollment		Grade 3		Grade 4		Grade 8	
				Town	State	Town	State	Town	State
Norwalk School District	PK-12	11501		Math	49.4% 53.8%	49.0% 51.3%	37.4% 43.0%		
				ELA	45.8% 53.1%	53.8% 54.9%	48.5% 56.1%		
Pre-K Enrollment (PSIS)				Rate of Chronic Absenteeism (2017-2018)					
		2018-2019							All
Norwalk School District		245		Connecticut					10.7%
4-Year Cohort Graduation Rate (2017-2018)	All			Norwalk School District					10.6%
Connecticut	88.3%	91.8%	85.1%	Public vs Private Enrollment (2013-2017)					
Norwalk School District	91.6%	93.6%	89.5%		Town	County	State		
				Public	79.9%	82.2%	86.8%		
				Private	20.1%	17.8%	13.2%		

Norwalk, Connecticut

CERC Town Profile 2019



Connecticut
Economic
Resource Center

Government

Government Form: Mayor - Council

Total Revenue (2017)	\$375,524,450	Total Expenditures (2017)	\$371,018,276	Annual Debt Service (2017)	\$26,867,677
Tax Revenue	\$301,211,043	Education	\$213,831,291	As % of Expenditures	7.2%
Non-tax Revenue	\$74,313,407	Other	\$157,186,985	Eq. Net Grand List (2017)	\$19,278,296,085
Intergovernmental	\$59,156,603	Total Indebtedness (2017)	\$219,804,878	Per Capita	\$216,598
Per Capita Tax (2017)	\$3,453	As % of Expenditures	59.2%	As % of State Average	143.5%
As % of State Average	117.8%	Per Capita	\$2,470	Moody's Bond Rating (2017)	Aaa
		As % of State Average	98.3%	Actual Mill Rate (2017)	25.00
				Equalized Mill Rate (2017)	15.94
				% of Net Grand List Com/And (2017)	20.3%

Housing/Real Estate

Housing Stock (2013-2017)

	Town	County	State
Total Units	35,458	369,044	1,507,711
% Single Unit (2013-2017)	47.5%	58.0%	59.2%
New Permits Auth (2017)	429	1,719	4,547
As % Existing Units	1.2%	0.5%	0.3%
Demolitions (2017)	21	538	1,403
Home Sales (2017)	623	5,187	21,880
Median Price	\$421,900	\$417,800	\$270,100
Built Pre-1950 share	31.2%	29.0%	29.3%
Owner Occupied Dwellings	19,885	228,666	906,798
As % Total Dwellings	59.6%	67.7%	66.6%
Subsidized Housing (2018)	4,516	34,037	167,879

Distribution of House Sales (2017)

	Town	County	State
Less than \$100,000	0	34	536
\$100,000-\$199,999	2	343	5,237
\$200,000-\$299,999	23	749	6,681
\$300,000-\$399,999	126	865	3,863
\$400,000 or More	472	3,196	5,563

Rental (2013-2017)

	Town	County	State
Median Rent	\$1,562	\$1,439	\$1,123
Cost-burdened Renters	54.2%	54.6%	52.3%

Labor Force

	Town	County	State
Residents Employed	48,926	461,750	1,827,070
Residents Unemployed	1,873	19,017	78,242
Unemployment Rate	3.7%	4.0%	4.1%
Self-Employed Rate	13.6%	13.0%	10.0%
Total Employers	3,569	36,389	122,067
Total Employed	44,502	420,674	1,673,867

Connecticut Commuters (2015)

Commuters Into Town From:		Town Residents Commuting To:	
Norwalk, CT	11,459	Norwalk, CT	11,459
Stamford, CT	4,278	Stamford, CT	6,744
Bridgeport, CT	3,512	Manhattan, NY	4,555
Fairfield, CT	2,088	Greenwich, CT	2,178
Stamford, CT	1,484	Westport, CT	1,686
Trumbull, CT	1,155	Willon, CT	1,670
Danbury, CT	992	Darien, CT	1,373

Quality of Life

Crime Rates (per 100,000 residents) (2017)		Distance to Major Cities		Residential Utilities	
	Town	State		Miles	Electric Provider
Property	1,729	1,777	New York City	41	Eversource Energy
Violent	292	228	Hartford	60	(800) 286-2000
Disengaged Youth (2013-2017)			Providence	115	Cable Provider
	Town	State			Charter Communications
Female	4.9%	4.2%	Boston	151	(800) 627-8288
Male	11.0%	5.6%	Montreal	307	
Library circulation per capita		Town			
		5.33			

30 MONROE ST

Location 30 MONROE ST

Mblu 2/ 55/ 28/ 0/

Acct# 5433

Owner NORWALK CITY OF

Assessment \$2,652,320

Appraisal \$3,789,020

PID 5433

Building Count 1

78 unit
pctul
38,000
3.03
Proposed

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$1,063,890	\$2,725,130	\$3,789,020
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$744,730	\$1,907,590	\$2,652,320

Owner of Record

Owner NORWALK CITY OF
Co-Owner (PARKING-RAILROAD STATION)
Address C/O PARKING AUTHORITY
11 NORTH WATER ST
NORWALK, CT 06854

Sale Price \$0
Certificate
Book & Page 745/197
Sale Date 03/23/1971

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
NORWALK CITY OF	\$0		745/197	03/23/1971

Building Information

Building 1 : Section 1

Year Built: 1920
Living Area: 5,565
Replacement Cost: \$986,069
Building Percent Good: 82
Replacement Cost
Less Depreciation: \$808,580

Building Attributes

Field	Description
STYLE	Other Municip
MODEL	Commercial
Grade	C+
Stories:	1.00
Occupancy	4.00
Exterior Wall 1	Brick/Masonry
Exterior Wall 2	
Roof Structure	Hip
Roof Cover	Arch. Shingles
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Quarry Tile
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air
AC Percent	100
Heat Percent	100
Bldg Use	Mun Bldg Com
Total Rooms	0
Bedrooms	0
Full Baths	0
Half Baths	4
Extra Fixtures	0
FBM Area	
Heat/AC	Heat/AC Pkg
Frame	Wood
Plumbing	Average
Foundation	Stone
Partitions	Average
Wall Height	8.00
% Sprinkler	0.00

Building Photo



Building Layout

FBM
(720 sq ft)



(ParcelSketch.ashx?pid=5433&bld=5433)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	5,565	5,565
FBM	Finished Basement	720	0
FOP	Framed Open Porch	288	0
		6,573	5,565

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
ELV1	Commercial	2.00 STOP	\$41,250	1

Land

Land Use

Land Line Valuation

Use Code 922V
Description Mun Bldg Corn
Zone SSDD
Neighborhood C520

Size (Acres) 3.03
Frontage
Depth
Assessed Value \$1,907,590
Appraised Value \$2,725,130

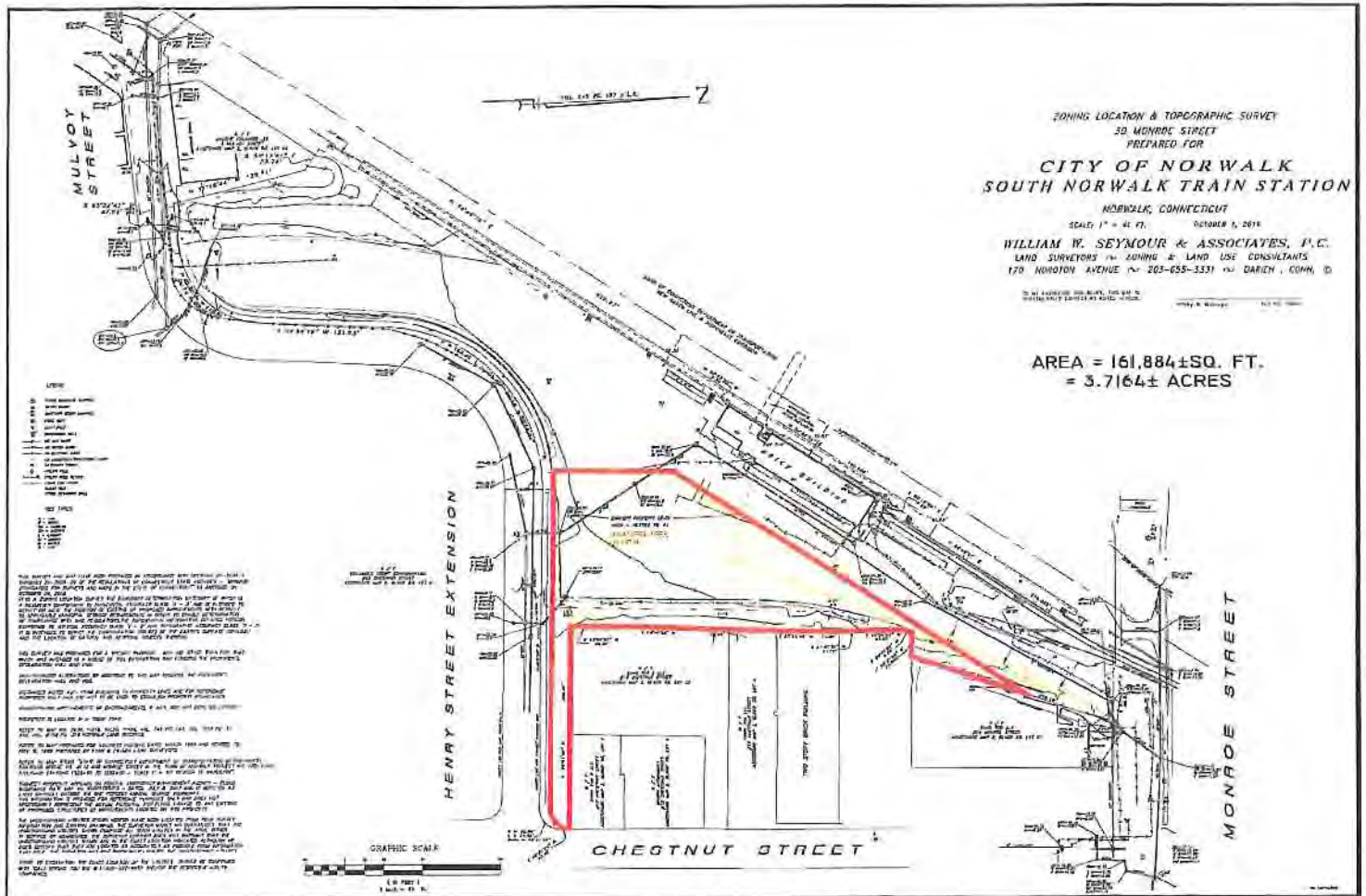
Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
CNP	Canopy		Loading Dock	2296.00 S.F.	\$47,360	1
PAV1	Paving Asph.			65000.00 S.F.	\$139,430	1
FN6	Fence 6'			2000.00 L.F.	\$27,270	1

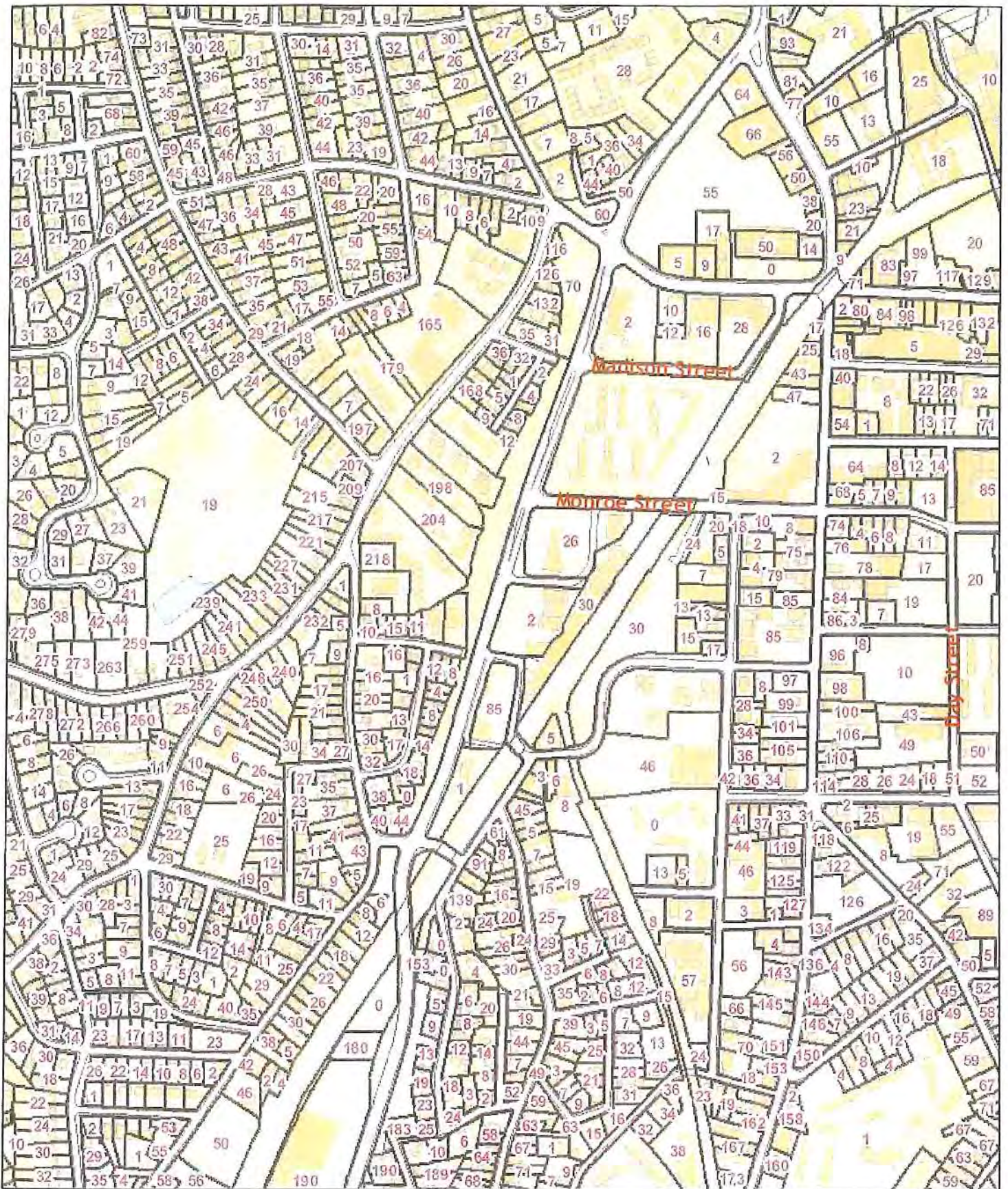
Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$1,063,890	\$2,725,130	\$3,789,020
2017	\$566,320	\$2,157,990	\$2,724,310
2016	\$566,320	\$2,157,990	\$2,724,310

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$744,730	\$1,907,590	\$2,652,320
2017	\$396,430	\$1,510,590	\$1,907,020
2016	\$396,430	\$1,510,590	\$1,907,020



Scenario # 2

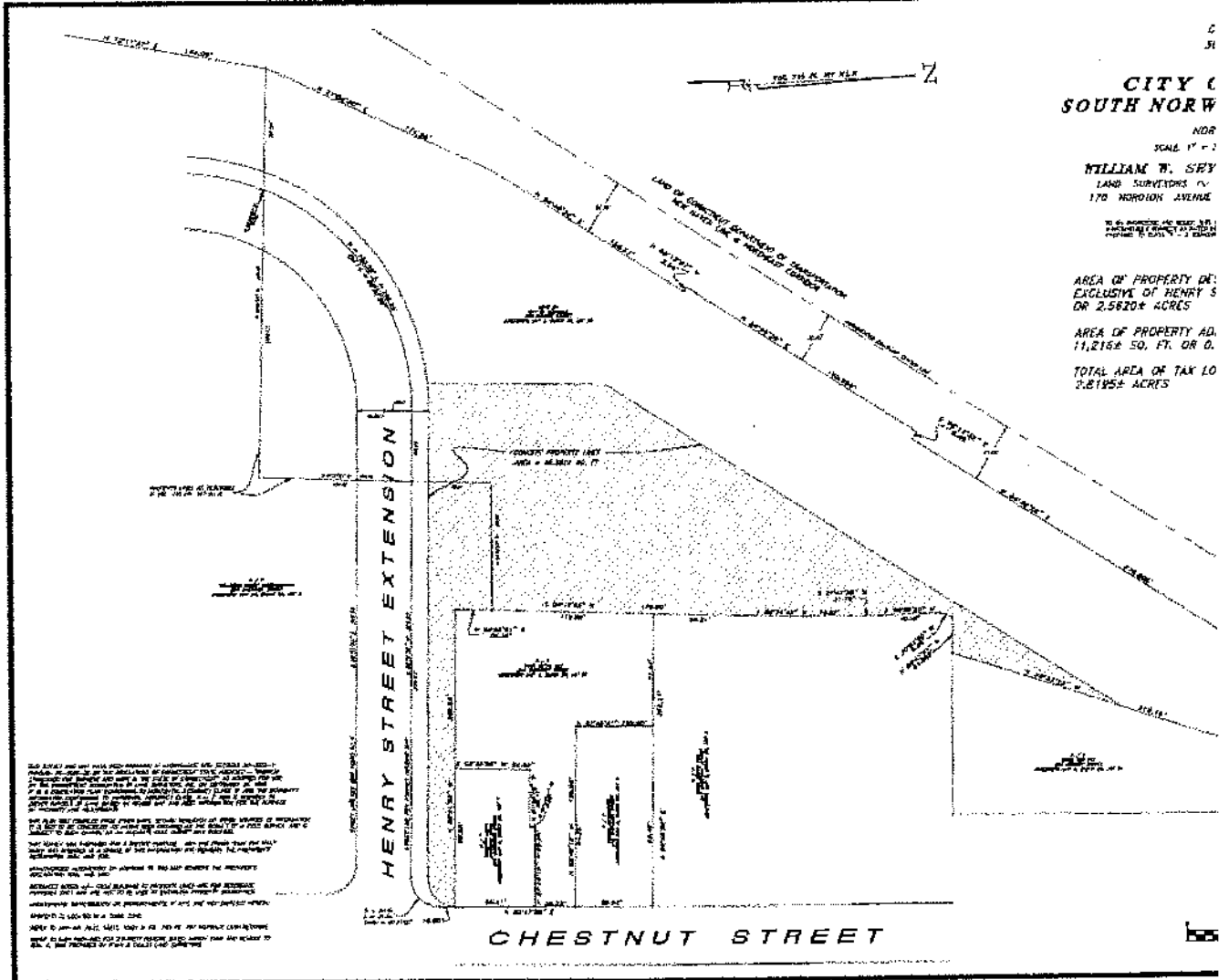


30 Monroe Street

0 462.5 925 1,850 Feet
1 inch = 678 feet



SURVEY PROVIDED TO THE APPRAISER BY THE CITY OF NORWALK

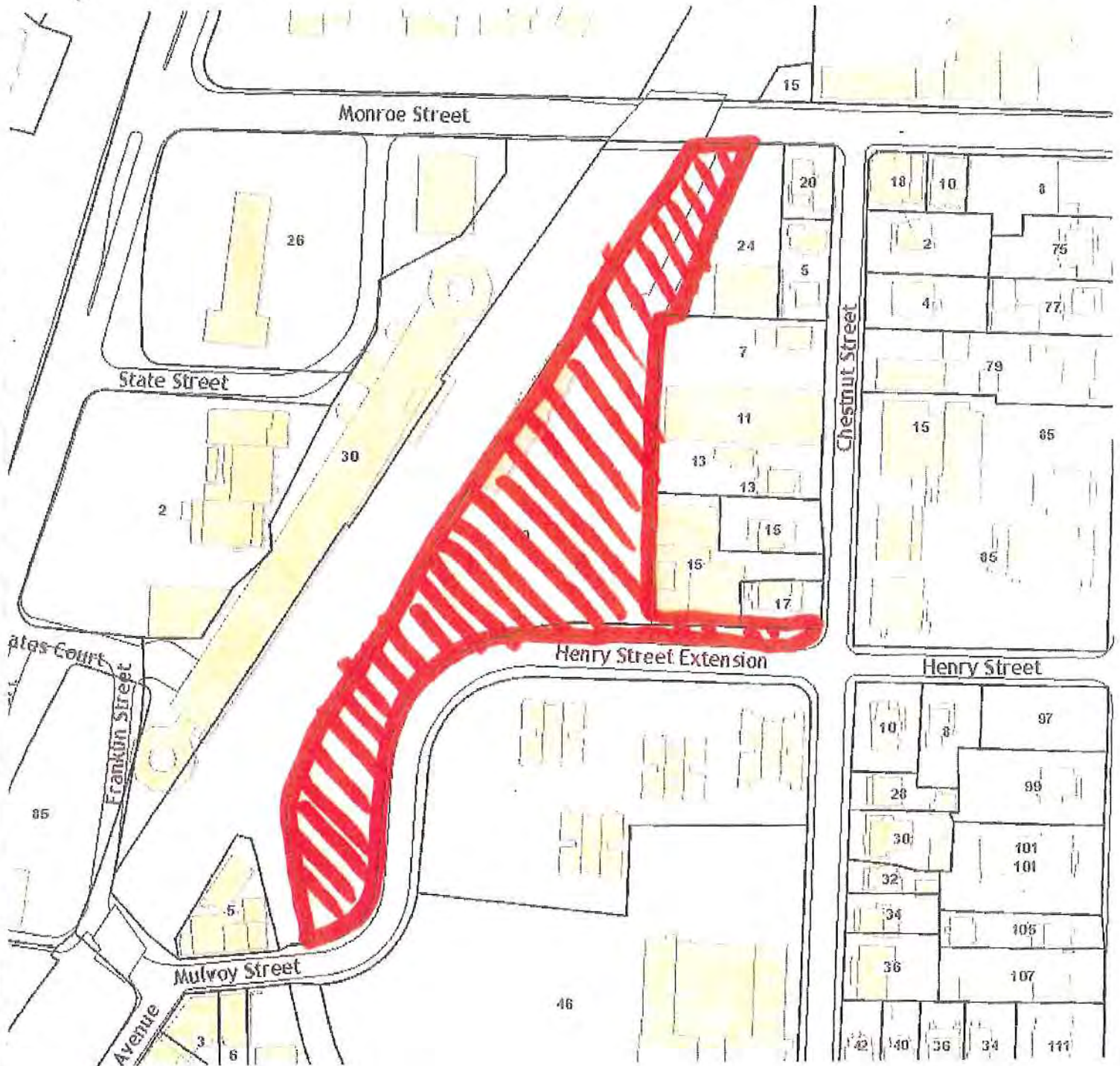


SCENARIO #1

30 Monroe Street

Approx. 3 acres

Highest & Best use - multifamily housing @ 1 unit per 500 sq ft of lot



 - city-owned

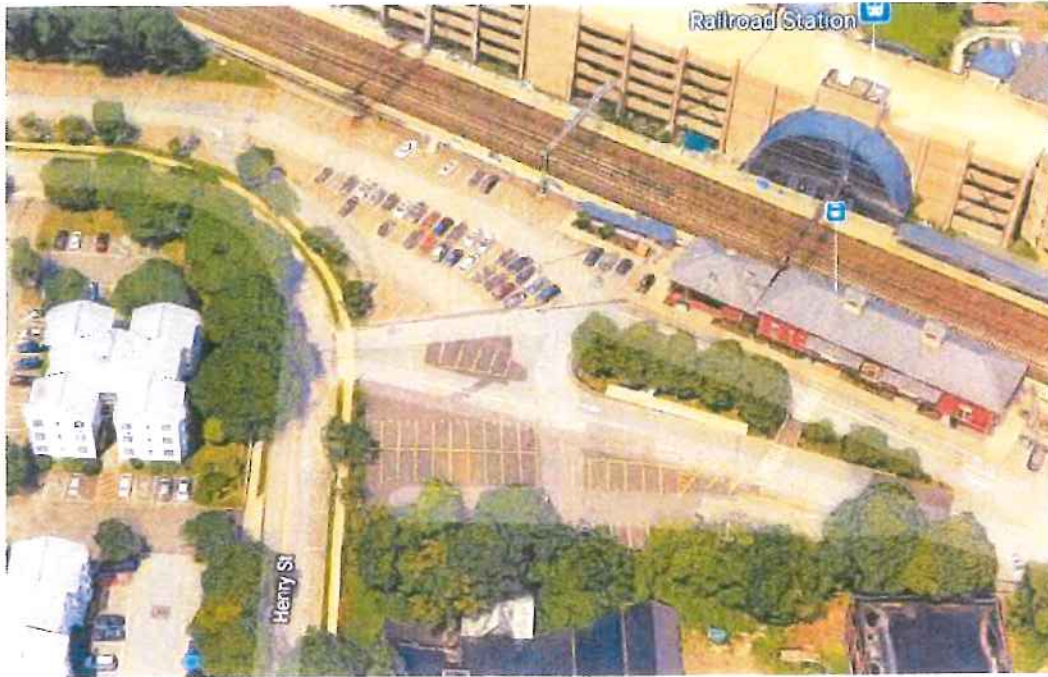
Appraisal #3

- Value of ~~2,100~~ ^{2,100} sq ft of city-owned land for an easement
- Value of 3,900 sq ft of additional development area for assembled parcel (5 additional housing units)



 - city-owned

 - developer-owned



AERIAL VIEWS OF THE SUBJECT
Source: Google Maps

Major Active Development Projects in 2020



The Platform at 1 Chestnut St 122,000 sf mixed use development with 5,800 sf retail, 11,000 sf office and 122 dwelling units.

Link to Interactive Development Projects Map

The following is a brief update on the numerous projects recently approved or currently underway throughout the city.

MAIN AVENUE NORTH, CRANBURY & SILVERMINE

Silvermine Tavern: 192, 193, 194 Perry Ave/1 River Rd: Silvermine Tavern Village District construct new barn, add 4 new units cluster housing, rehabilitate Silvermine Tavern buildings, convert mill buildings to single family residence with guest house, reconfigure existing parking lot, add valet parking. *Construction complete.*

The Curb (aka Grist Mill Village): 150, 200 and 300 Glover Ave - 761 unit Commercial Planned Residential development (3 separate sites) - *Construction complete on 232 units Bldg A; construction underway Bldg B and C*

White Barn Theater: Special Properties III, LLC – 78 Cranbury Road/440 Newtown Ave – 15 unit conservation development – *Approved; no permits issued for construction. Extension of time granted until April 2021; theater building demolished.*

The Village: Main Norwalk LLC - 272-280 Main Ave - New 100,000 sf retail development - *Approved April 2017; extension of time granted to September 2021.*

Malta House 139 West Rocks Rd Maternity home for 15 residents *Approved June 2019; no permits issued for construction*

MoCA Arts Center: 19 Newtown Turnpike: 8,000 sf public museum for Westport Arts Center - *Construction complete*

Innovation Center: 15 Oakwood Ave - Zone change and site plan for new 24,000 sf office/R&D building with 3 live-work units - *Approved April 2018; no permits issued for construction. Extension of time & modifications approved April 2020.*

Shawn's Lawns: 2 Muller Ave - Contractor's storage yard with motor vehicle repair - *Approved Nov 2019; no permits issued for construction*

Yew Street Partners: Brierwood Road - 5 unit conservation development - *Approved April 2018; no permits issued for construction*

Aiken Street: 73 Aiken Street - 17 unit conservation development. *Approved effective September, 2018; No permits issued for construction.*

Garavel Subaru: 512 - 528 Main Avenue – New 45,506 square foot structure for Garavel Subaru car dealership - *Application withdrawn July 2020*

WESTPORT AVENUE

10 Willard Rd: 10 Willard LLC - Zoning map change to entirely Business #2 zone and special permit for 116,648 sf storage building and 219 multifamily dwelling units - *Approved effective April 17, 2020; no permits issued for construction*

Bright Beginnings: 517 Westport Ave Proposed child day care center - *Approved April 2018; construction underway*

19 Willard Road: 7,000 sq. ft. millwork shop in existing building *Approved November 2019.*

CONNECTICUT AVE & WEST NORWALK

EDG Properties: 71-75 Connecticut Av – Mixed use development with 33 units and 14,800 sf medical office. Approved October 2018;
Construction underway.

St. Mathew Church: 216 Scribner Avenue - Church recreation center -
Construction underway

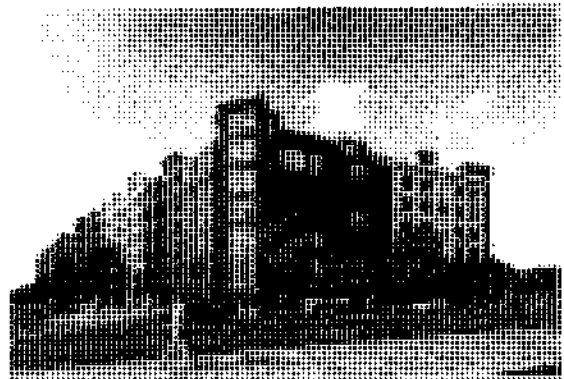
Bob's Stores 59 Connecticut Av (former Toys R Us) New furniture store tenant - *Construction complete*

NORWALK CENTER & EAST AVENUE

24 Berkeley Street - New multifamily development at corner of Berkeley & Maple St - *Pending application*

6 Butler St: Relocate 8,600 sf historic building from 3 Quincy St for reuse as office. *Approved October 2017; no permits issued for construction.*

The Pinnacle 467 West Avenue New 521,821 sq ft mixed use development with 330 units, 496 seat iPic movie Theater(42,826 sf), 22,509 sf restaurant, 23,979 sf fitness center, 3,602 sf office and 942 parking spaces. *Approved 2017; extension of time granted to October 2021; no permits issued for construction*



Wall Street Place (Wall Street Recap Associates LLC): 61 Wall & 17 Isaacs St: Mixed use development at former Isaacs St municipal parking lot - 6 story, 101 unit building at 61 Wall St and construction of

new 4 story building with 50 units at 17 Isaacs St. - *New application submitted Sept 2020; currently under review.*

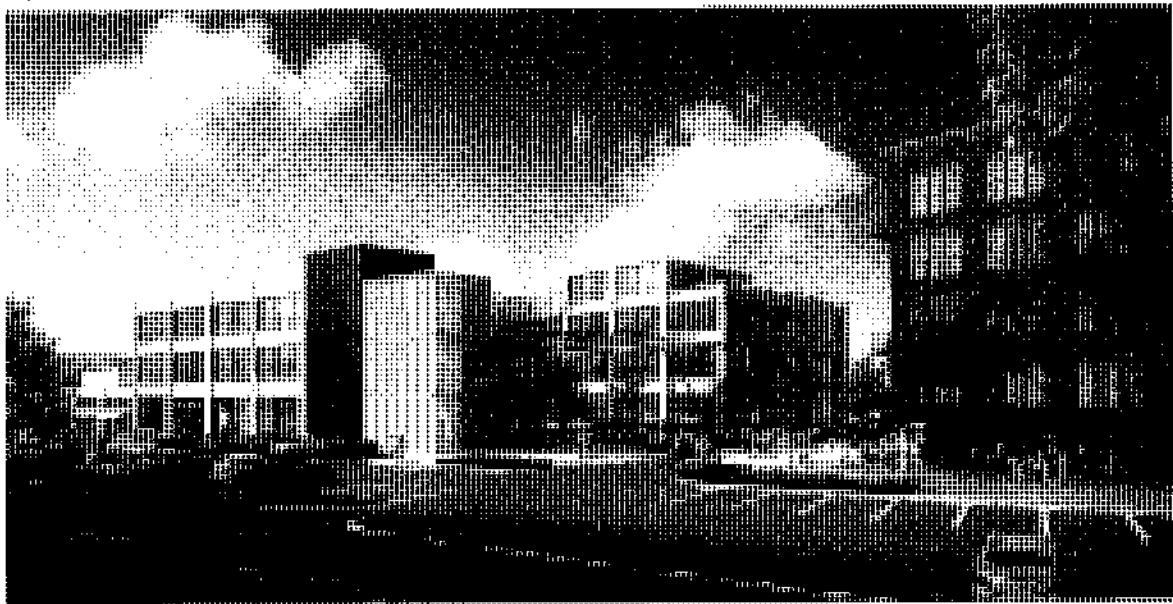
1 Jennings Place: King Industries - 15,000 sf building for Maritime Rowing Club - *Approved January 2017. current;y under construction*

EAST NORWALK

93 Winfield Street - New multifamily development at site of former Bank of America building - *Pending application*

10 Norden Place - New 330,000 sf warehouse and wholesale distribution use in existing building (former Norden Systems space) - *Pending application*

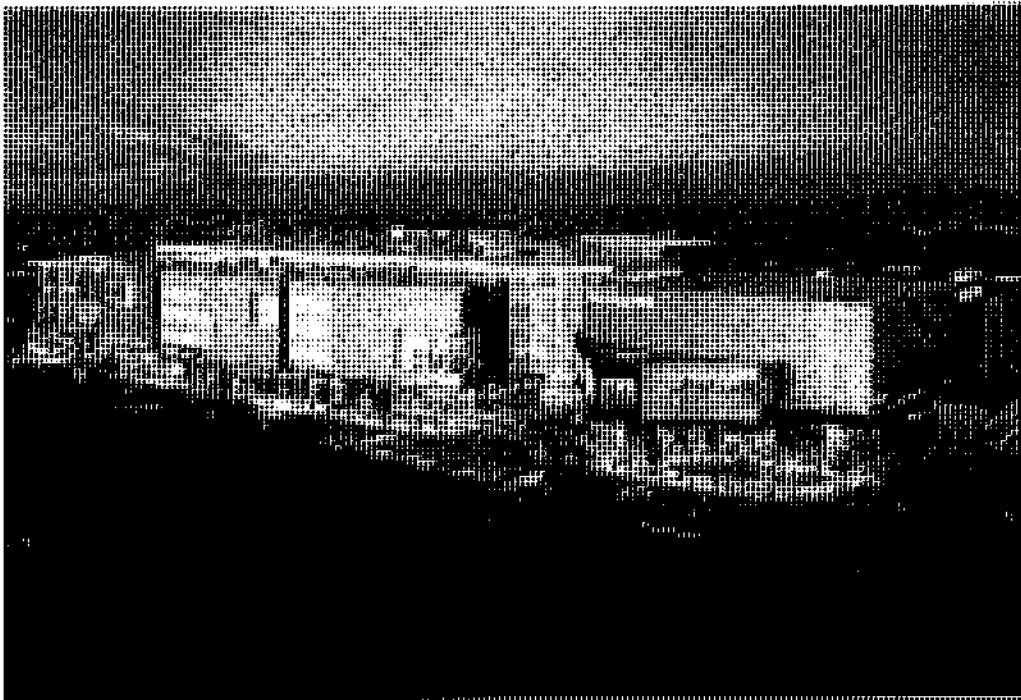
230 East Avenue – 5-6 story, 276,408 sf mixed use development with 189 dwelling units (215,025 sq ft), 39,492 square feet office, 4,260 sq ft gross (2,130 sq ft active) restaurant, 5,550 sq ft gross (4,163 sq ft active) retail and 15,939 sf Pooch Hotel (existing) in 4 separate buildings. *Approved effective April 13, 2018; modified plans approved May 2019; construction underway.*



Third Taxing District: 16 Rowan Street – 2 story storage building. *Approved October 2017; construction underway.*

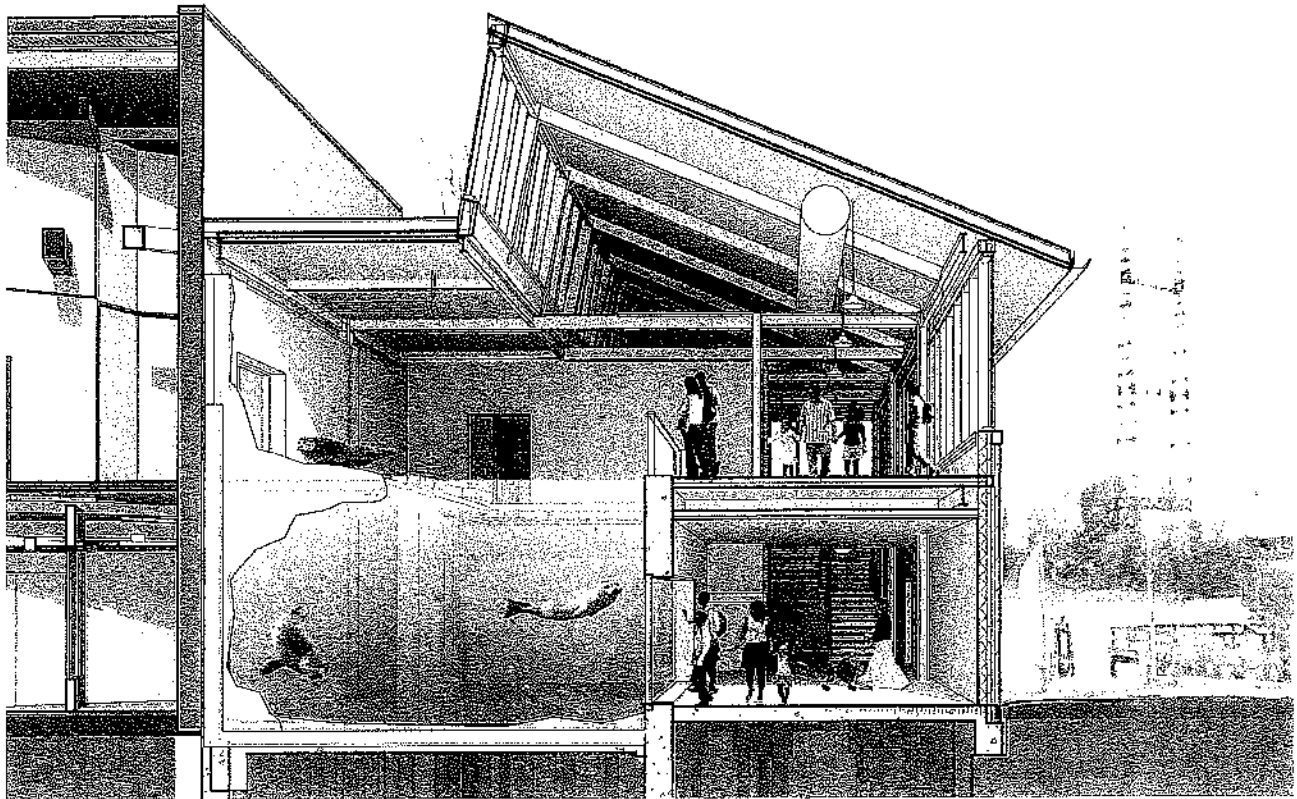
SOUTH NORWALK

The SoNo Collection: 100-101 North Water St - 8 story, 1,096,987 sf mixed use retail shopping center development adjacent to I-95 with 676,550 sf retail, 58,196 sf restaurant/cafe, 3,033 space parking garage (2 parcels). *LDA approved by Common Council and Redevelopment Agency October 2015. Zoning Approved June 2016; modified Nov 2016. Conditional CZC issued..*



Maritime Aquarium: 10 North Water St – Construction underway on new addition and major interior renovations to existing Aquarium

building. *Currently under construction*



Washington Village: Trinity Financial & Norwalk Housing Authority -
New 193 unit multifamily development in a Transit Oriented
Development area *Zoning permits issued for Building C Dec 2018;*
construction underway



Harbourside SoNo- TR South Water St LLC – 123 Water Street - New 6 story development with 129 residential units and 3,870 sf retail in Transit Oriented Development (TOD) area. Revised plans approved August 2018; *construction underway*.

The Platform (aka SoNo Metro) 1 Chestnut St - New 5-6 story, ±122,000 sf development w/5,800 GSF ground floor retail, 11,000 sf office and 122 multifamily dwelling units (16 units in former LeRoy Shirt Factory currently under construction and 106 units in new bldg in a TOD area; foundation permit issued; construction underway June 2020

Residence Inn by Marriott: 43-47 South Main St – 8 story 102 room extended stay hotel with indoor valet parking. Council approved modifications to Urban Renewal Plan. Modified to reduce # of rooms; provide additional onsite parking. *Conditional CZC issued*.

Columbus Magnet School: 11 Ingalls Ave – New 60,000 sf school - Approved; no permits issued for construction

Play CT, LLC - 85-89 Water St - 29,000 sf multi activity entertainment complex - Approved January 2019; modified plans approved *construction underway*.

One Bates Court - Metropolitan Realty Associates: 1 Bates Court - Multifamily development with 40 residential units – Approved December 2016; Extension of time granted to December 2018; construction underway

Web Construction: 34 Meadow Street – Contractor's storage yard. Approved August 2017; completion Spring 2019.

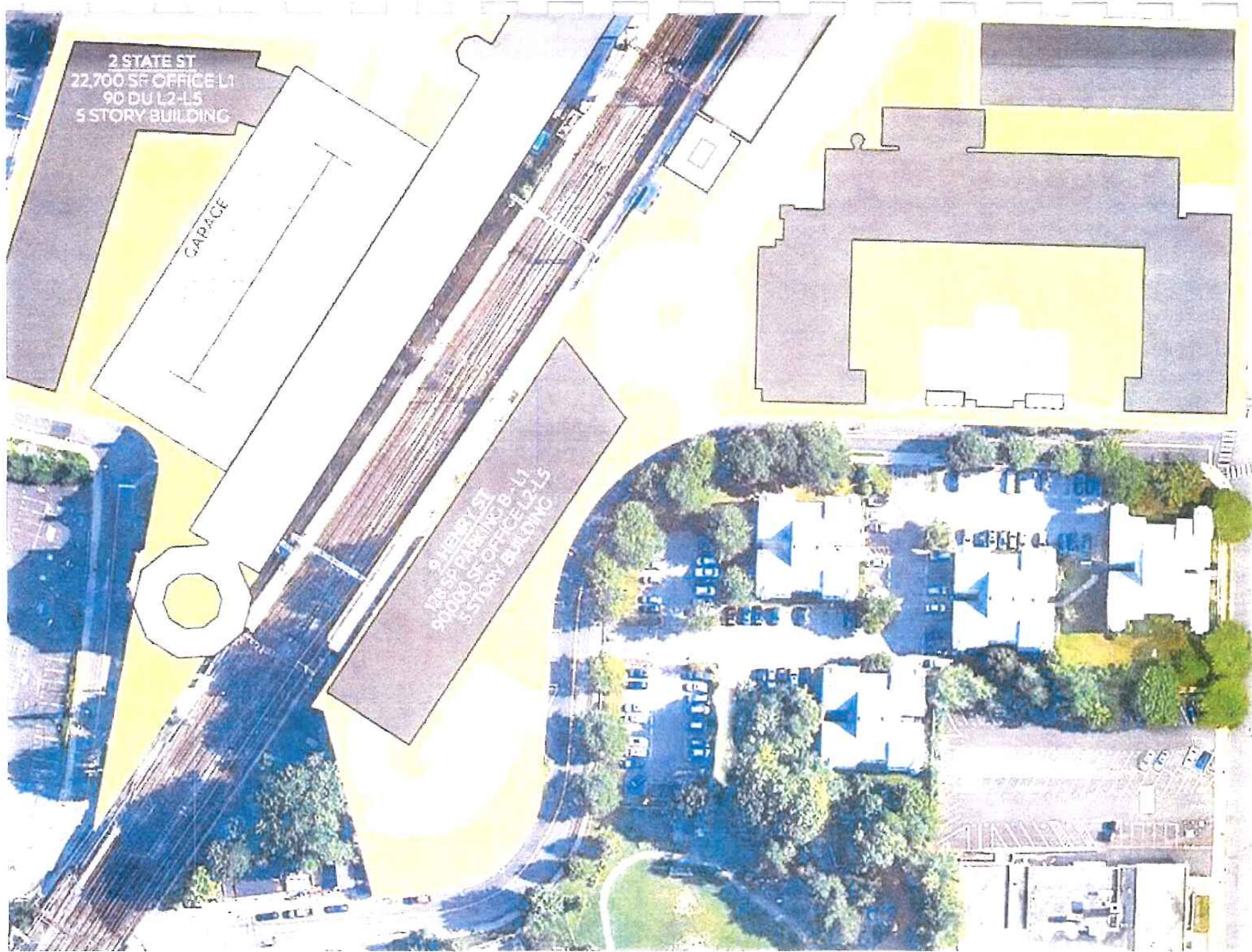
Clarke Capital - 64 South Main St/8,10,12 & 14 Elizabeth St – New 68,000 sf mixed use development with 19,400 sf retail and 40

residential units: Showroom relocation permit issued; no permits issued for construction

ROWAYTON

111 Rowayton Ave 5 multifamily dwelling units - *Approved October 2019; no permits issued for construction*





2 STATE ST
22,700 SF OFFICE L1
90 DU L2-L5
5 STORY BUILDING

GARAGE

9 HENRY ST
120,000 SF OFFICE L1-L5
5 STORY BUILDING

CERTIFICATION OF APPRAISER

I certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct.

The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal unbiased professional analysis, opinions and conclusions.

I have no present or prospective interest in the property that is subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant professional assistance to the person signing this report.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

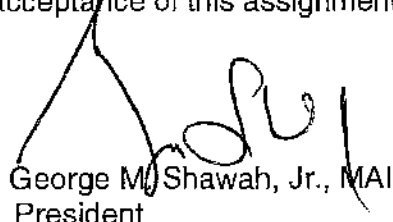
The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I George M. Shawah, Jr., MAI have completed the continuing education program of the Appraisal Institute.

Your appraiser certifies that he does not have any current or prospective interest in the subject property, or with the parties involved.

I have performed no services as an appraiser or in any other capacity regarding the property that is the subject of this report within the three (3) year period immediately preceding acceptance of this assignment.



George M. Shawah, Jr., MAI
President

License #RCG-0000557

Expiration Date: April 30, 2021

QUALIFICATIONS

George M. Shawah, Jr.

Experience

President and owner of Baldwin Pearson & Co., Inc.

I have been employed by the Baldwin Pearson Company since 1982 as a Real Estate Appraiser and Commercial/Industrial Broker.

In May of 2002, I earned my M.A.I. designation from the Appraisal Institute.

For the past thirty five (35) years, I have completed appraisal assignments for industrial, commercial and residential properties for various purposes such as tax appeal, condemnation, financing, foreclosure, and sale.

I have also testified in courts throughout the state on numerous occasions during that period.

Education

B.A. Degree, Muhlenberg College, 1982

Numerous courses sponsored by the Appraisal Institute

Memberships

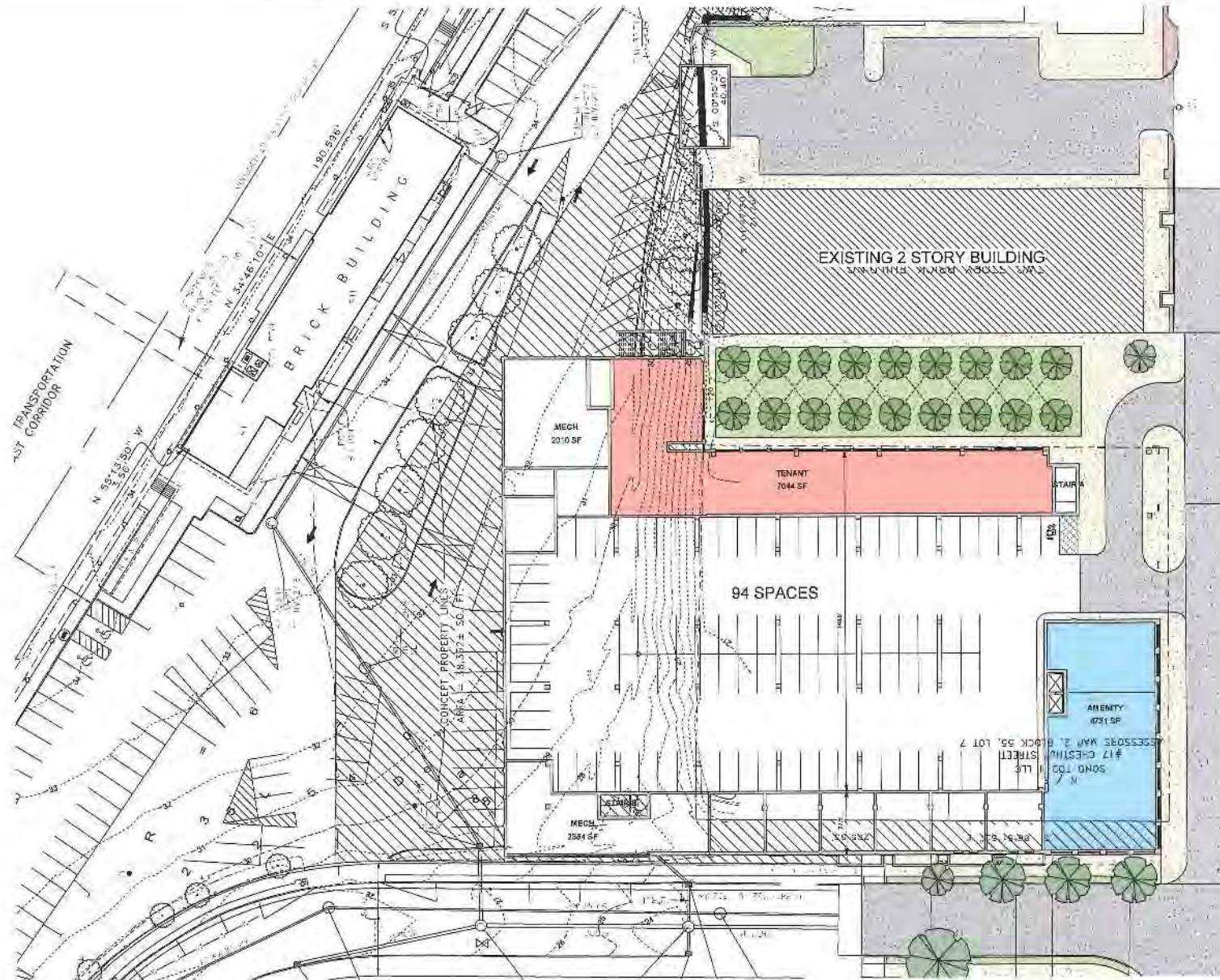
- Member of the Appraisal Institute (MAI Certificate #11965)
- State of Connecticut Licensed Real Estate Broker #REB.751679
- State of Connecticut Certified General Real Estate Appraiser #RCG.557
- Greater Bridgeport Board of Realtors
- Eastern Fairfield County C.I.D. (President 1989-1991)
- Rotary International-Membership Chairman 2001-2002; Program Chairman 2002-2003; President Elect 2003-2004
- Bridgeport Rotary Club President 2004-2005
- Baldwin Pearson & Company, Inc. was established in 1953
- President of the Connecticut Chapter of the Appraisal Institute 2011

ATTACHMENT D

-

Design Files

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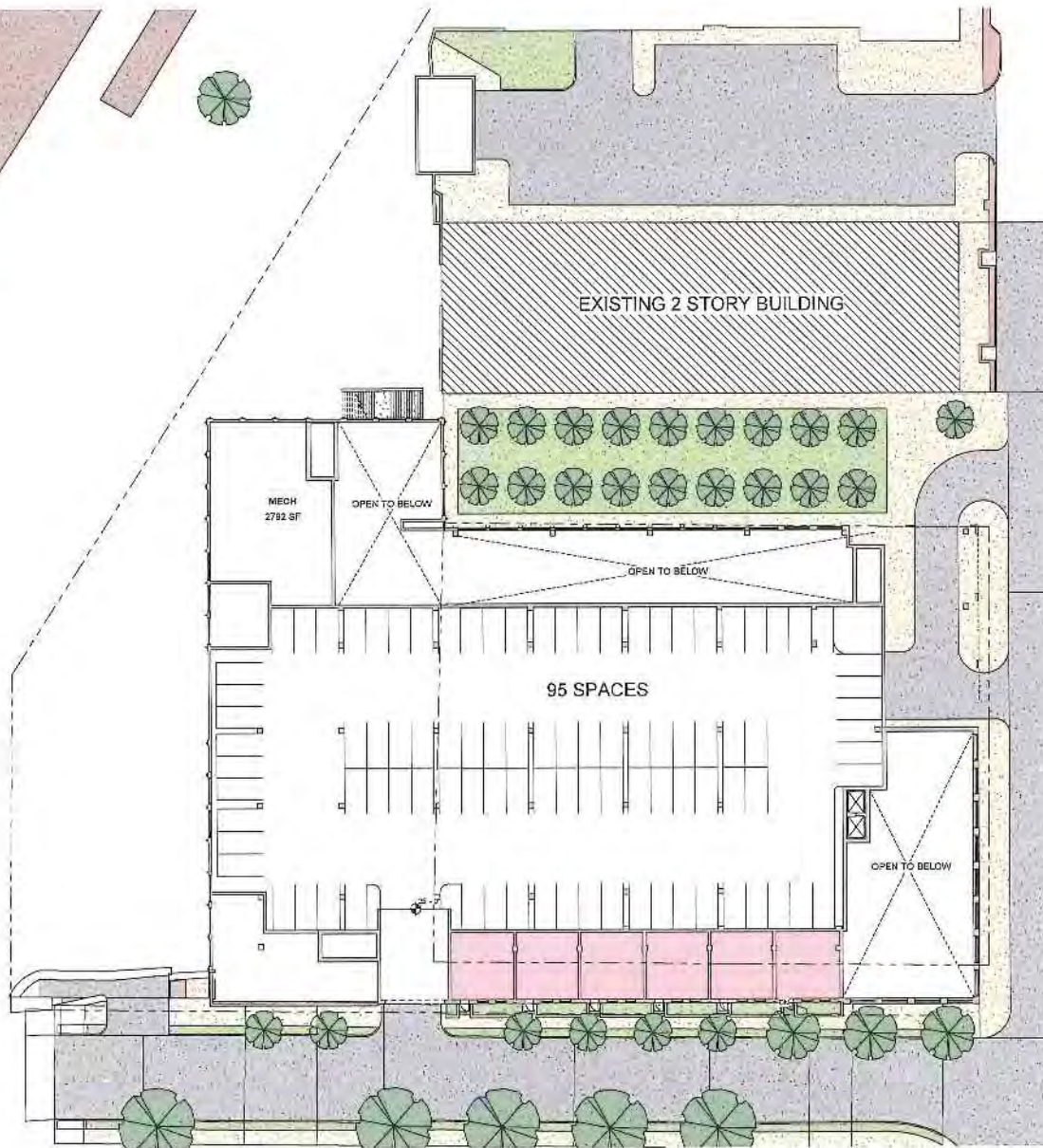
PARKING

01 Grade	Standard Space	53
02 Garage	Standard Space	89
02.5 Garage	Standard Space	101
		260

UNITS

02 Garage		5
1A		8
03 Courtyard		
1B		18
2B		6
3T		13
04 Residential R2		
1B		18
2B		0
3T		13
05 Residential R3		
1B		18
2B		9
3T		13
06 Residential R4		
1B		18
2B		6
3T		13
07 Residential R5		
1B		18
2B		6
3T		13
TOTAL UNITS		202

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PARKING

D1 Grace	Standard Space	90
D2 Garage	Standard Space	95
D2.5 Garage	Standard Space	101
		236

UNITS

D2 Garage		9
T4		6
D3 Courtyards		19
T3		9
T5		13
ST		40
D4 Residential R2		19
T6		6
T8		13
ST		41
D5 Residential R3		19
T6		3
T8		13
ST		41
D6 Residential R4		18
T6		8
T8		13
ST		37
D7 Residential R5		18
T6		8
T8		13
ST		37
TOTAL UNITS		202

S:\Cammerdant\Cherry Hill Street BLDG DESIGN\MRCD\17_Chestnut_Bldg_Covered_NO PLASING - 2022-04-20.mxd 4/25/2022 5:27:53 PM



PARKING

01 Drive	Standard Space	25
02 Garage	Standard Space	95
02.5 Garage	Standard Space	101
		261

UNITS

02 Garage		6
TH		6
03 Courtyard		
1B		18
2B		9
ST		13
		40
04 Residential R2		
1B		19
2B		3
ST		13
		41
05 Residential R3		
1B		18
2B		3
ST		13
		41
06 Residential R4		
1B		16
2B		3
ST		13
		37
07 Residential R5		
1B		13
2B		3
ST		13
		37
TOTAL UNITS		202

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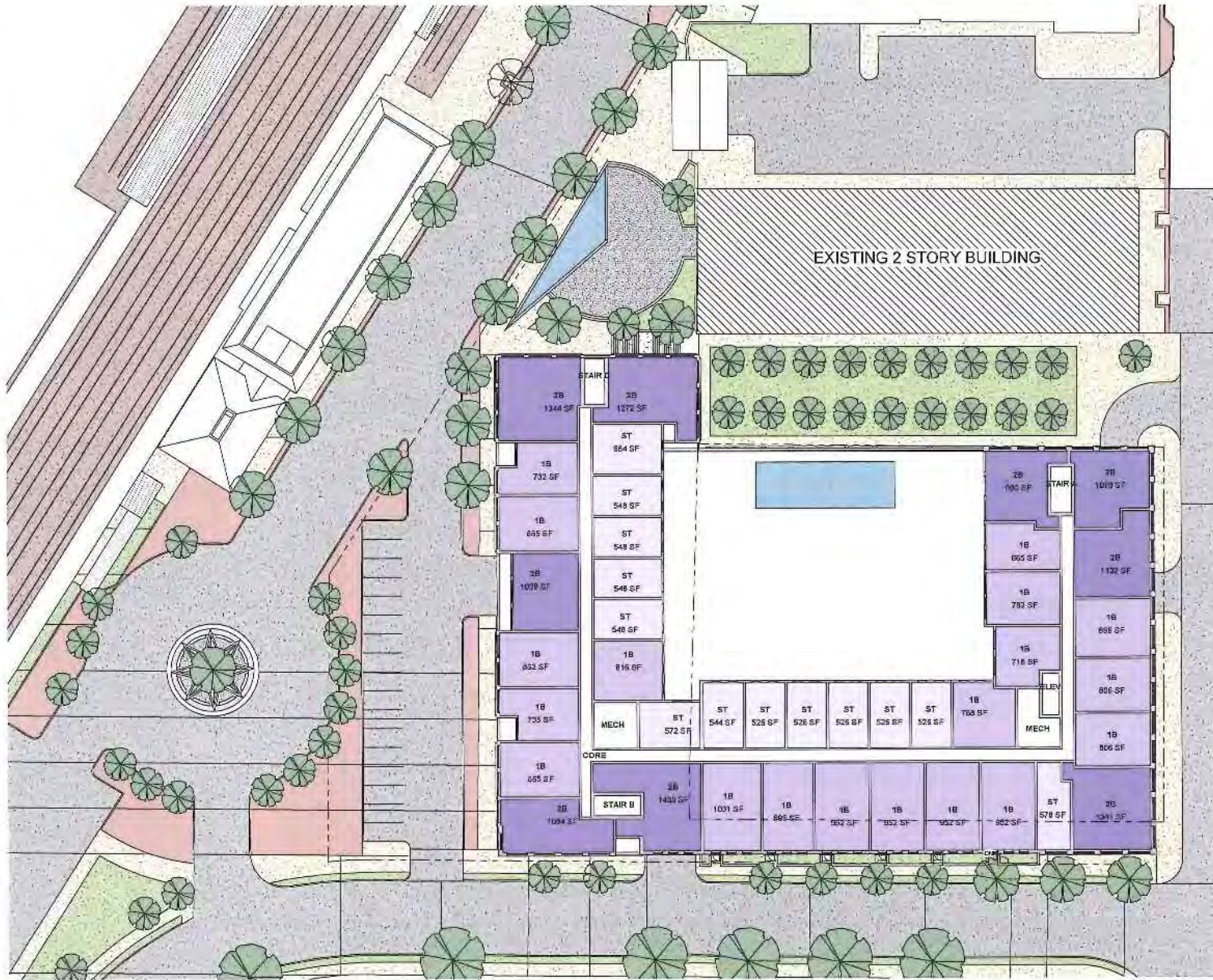
PARKING

01 Grade	Standard Space	93
02 Garage	Standard Space	95
02.5 Garage	Standard Space	101
		289

UNITS

02 Garage		
TH		8
03 Courtyard		
1B		18
2B		9
3B		13
		40
04 Residential R2		
1B		18
2B		9
3B		13
		41
06 Residential R3		
1B		18
2B		9
3B		13
		41
08 Residential R4		
1B		18
2B		9
3B		13
		39
07 Residential R5		
1B		18
2B		9
3B		13
		39
TOTAL UNITS		202

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PARKING

01 Grade	Standard Space	83
02 Garage	Standard Space	06
02.5 Garage	Standard Space	101
		289

UNITS

02 Garage		8
03 Courtyard		18
1B		18
2B		5
ST		13
		40
04 Residential R2		16
1B		16
2B		5
ST		13
		41
05 Residential R3		19
1B		19
2B		9
ST		13
		41
06 Residential R4		16
1B		16
2B		8
ST		13
		37
07 Residential R5		16
1B		16
2B		8
ST		13
		37
TOTAL UNITS		202

D1 Garage	Standard Space	95
O2 Garage	Standard Space	95
O2.5 Garage	Standard Space	101
		289

D2 Garage		
TH		6
		6
D3 Courtyard		
1B		19
2B		9
ST		13
		42
D4 Residential R2		
1B		18
2B		9
ST		13
		41
D5 Residential R3		
1B		19
2B		9
ST		13
		41
D6 Residential R4		
1B		18
2B		6
ST		13
		37
D7 Residential R5		
1B		6
2B		6
ST		5
		17
TOTAL UNITS		202

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PARKING

01 Garage	Standard Space	93
02 Garage	Standard Space	95
02.5 Garage	Standard Space	101
		289

UNITS

02 Garage		93
03 Courtyard		5
1B		18
2B		5
ST		13
		40
04 Residential R2		
1B		19
2B		9
ST		13
		41
05 Residential R3		
1B		19
2B		9
ST		13
		41
06 Residential R4		
1B		18
2B		9
ST		13
		37
07 Residential R5		
1B		18
2B		9
ST		13
		37
TOTAL UNITS		222

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PARKING

01 Grade	Standard Space	83
02 Garage	Standard Space	95
02.5 Garage	Standard Space	101
		299

UNITS

02 Garage		8
TH		6
03 Courtyard		
1B		18
2B		6
ST		13
		40
04 Residential R2		
1B		10
2B		8
ST		13
		41
05 Residential R3		
1B		10
2B		9
ST		13
		41
06 Residential R4		
1B		18
2B		8
ST		13
		37
07 Residential R5		
1B		13
2B		3
ST		13
		37
TOTAL UNITS		202